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**EAST PROVIDENCE SCHOOL COMMITTEE AND  
EAST PROVIDENCE EDUCATION ASSOCIATION  
STATEMENT OF PROFESSIONAL RELATIONS**

**PREAMBLE**

The School Committee of the City of East Providence and the East Providence Education Association do hereby agree that the welfare of the children of East Providence is of first consideration in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

**ARTICLE I  
RECOGNITION**

The School Committee of the City of East Providence, hereinafter referred to as the Committee, recognizes that teaching is a profession. The Committee recognizes the East Providence Education Association, hereinafter referred to as the Association, as sole representative of all regularly appointed certified teaching personnel employed, or to be employed, by the Committee with the exception of day-by-day substitutes.

The Association recognizes that the Committee, as the agent of the State of Rhode Island, and as the elected representatives of the City of East Providence, is the employer of the certified personnel of the East Providence School Department.

The purpose of this recognition is the mutual agreement that the parties will confer with regard to matters of common concern.

**ARTICLE II  
PRINCIPLES**

**2.1 Attaining Objectives**

Attainment of objectives of the educational program of the City requires mutual understanding and cooperation among the Committee, the Superintendent, and the professional teaching personnel.

To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

The School Committee and the EPEA accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.

## **2.2. Dues or Fee Deduction**

All certified teaching personnel shall be given an opportunity to join the East Providence Education Association. Members of the Association shall pay dues, fees and assessments as determined by the Association. Dues or fees shall be deducted from each check in the amount of one-seventeen (1/17) of the annual dues by the School Department if payment in full is not made by the Friday preceding the first pay in November. If a teacher terminates during the year, the balance of the dues or fees will be deducted from the last check.

The Committee recognizes the Association's ability to increase dues, fees, and assessments lawfully and in accordance with its Constitution and By-Laws, and upon written representation by the Association that dues, fees and assessments have been lawfully increased and in accordance with its Constitution and By-Laws, the Committee agrees to adjust the amount of deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.

The Committee shall give written notice to the Treasurer and President of the Association of all new employees within the bargaining unit who become eligible for membership in the local. Said notice shall be given monthly and shall include the employee's name, address, and date of hire.

The Committee will discontinue such deductions if notified by the Association in writing. In the event the Committee receives such notification by an employee, it shall refer the employee to the Association. The Association is fully responsible for any objection by an employee regarding their dues, fees and assessments deductions.

The Association shall indemnify and save the Committee harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon the Association's representation that its dues, fees and assessments have been lawfully increased and in accordance with the Association's Constitution and By-Laws or for the purpose of complying with any provisions of this Article.

Upon request by the President of the Association, The Committee agrees that it shall forward to the Association the list of bargaining unit members for the local Association.

### **2.3 Certified Teaching Personnel**

It is recognized that teaching is a profession which requires specialized qualifications, and that the success of the educational program in the City depends upon the maximum utilization of the abilities of the teachers who are reasonably well satisfied with the hours, salary, working conditions and all other terms and conditions of professional employment.

The members of the East Providence Education Association feel that each member of his/her professional group should give as early notice as possible of his/her intent to leave the employ of the East Providence School Committee. The East Providence Education Association will encourage its members to comply with this ethical procedure.

No teacher will be reprimanded or reduced in rank without just cause.

### **2.4 Teacher Participation**

The Committee, Superintendent and the representatives of the Association shall meet for the purpose of negotiating and reaching mutually satisfactory agreements on salary, welfare provisions and working conditions.

Negotiations shall be conducted under the laws of the State of Rhode Island.

## **ARTICLE III** **PROCEDURES**

### **3.1 Meetings**

Meetings composed of members of the Association, the Committee and the Superintendent shall be called upon written request of any one of the parties involved, namely: the Association, the Committee and the Superintendent of Schools. Requests for meetings should contain specific statements as to the reason for the requests.

### **3.2 Directing Requests**

Requests from the Association shall be made to the School Committee

through the Superintendent of Schools. Requests from the School Committee to the President of the Association shall be made through the Superintendent of Schools. A mutually convenient meeting shall be set within ten (10) days of the request.

### **3.3 General Provisions**

The Committee shall make available to the Association upon request any information, statistics and records which are relevant to negotiations, grievance or necessary for the proper and legitimate enforcement of the terms of the Agreement.

Three (3) copies of the itemized, annual budget shall be delivered to the President of the Association within ten (10) days after approval by the Committee but in no case later than ten (10) days prior to the public hearing.

The President shall be furnished with a copy of the agenda as presented to the press of all School Committee meetings and notices of all special meetings.

On the first and fifteenth of each month the President of the Association shall be sent two (2) copies of any and all vacancies that exist as of that date.

### **3.4 Agreement**

When the participants reach agreement, it will be reduced to a written, signed Contract and become part of the official minutes of the Committee and of the Association. The contract shall be printed as soon as possible by a Union printer. The cost of the printing shall be shared equally by the School Committee and the Association. The Association will put the Contract out to bid and, if necessary, agrees to pay the difference between the low bid and the low Union bid.

No agreement shall discriminate against any member of the teaching staff because of membership or non-membership in any teacher organization.

Nothing in this Agreement shall be in violation of the provisions of the laws of the State of Rhode Island.

### **3.5 Conformity to Law and Saving Clause**

If any provision of this Agreement is or shall at any time be determined



contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

## ARTICLE IV SALARIES

### **4.1 Salary Schedules**

Salary Schedules are listed under Appendix A.

### **4.2 Method of Paying Salaries**

4.2.1 The basic salary schedule for certified personnel in the East Providence Public Schools shall be a single salary schedule that is equal pay for equal work. Pay checks shall be dated for the date that checks are distributed.

4.2.2 All certified personnel shall be engaged by the East Providence School Committee on a contractual basis.

### **4.3 Distribution**

The contractual salary for all certified personnel for the regular school year shall be distributed in twenty-six (26) pay periods with annual salary distributed evenly through twenty-six (26) paychecks.

All these payments shall be scheduled on an annually adopted calendar. All wage payments shall be paid to teachers by direct deposit.

Teachers shall be notified of changes in paychecks except for routine changes such as step increases, raises and items requested by the teacher. The payroll stub shall be updated to reflect all deductions and changes.

### **4.4 Payroll Deductions**

Certified personnel may elect to have the following deductions made from their salaries.

#### **4.4.1 Teachers' and Community Credit Union of East Providence**

## **4.4.2 Life Insurance Premiums**

## **4.4.3 Dues**

Dues Payment to the East Providence Education Association.

## **4.4.4 Tax Sheltered Annuities**

Deductions will be taken in equal amounts from each paycheck. There must be a minimum of eight (8) members for an insurance company to be eligible to participate. Insurance companies with a minimum of five (5) members prior to November 1, 1983 will continue to be eligible. To the extent permitted by law and IRS regulations, teachers may elect to have deductions made from up to two (2) TSA companies simultaneously. Teachers may adjust their TSA deductions up to three (3) times in a calendar year.

## **4.4.5 IRA**

Deductions will be taken in equal amounts from each paycheck and/or in total from the large paycheck in June. There must be a minimum of eight (8) members for an insurance company, or bank, or licensed annuity company to be eligible to participate.

## **4.4.6 Savings Bonds**

## **4.5 Work Beyond the School Year**

**4.5.1** Any teacher who is required to or mutually agrees to work beyond the one hundred eighty-three (183) days shall be paid a per diem rate of one hundred eighty-three (183) of his/her gross salary. In the case of Department Heads and Coordinators, this payment will be for any days worked beyond one hundred eighty-four (184). It is understood that this payment would exclude those positions in Appendices C and D. In addition, professional development and curriculum development are excluded as addressed in section 9.1.

## **ARTICLE V** **HEALTH INSURANCE**

## **5.1 Health Insurance**

The Committee agrees to provide each regular employee covered by this Agreement with medical coverage on an individual or family basis as

desired by the employee provided that the employee certifies that he or she cannot receive comparable insurance through the employee's spouse. Employees will be required to certify annually that the employee is not eligible to receive comparable insurance through the employer's spouse – defined as insurance with a premium co-payment that is no more than ten percent (10%) greater than the employee premium copayment associated with the plan offered by the Committee, or that the spouse's plan design is substantially inferior to that offered by the Committee. In the event of a Major Life Event, as defined in COBRA, resulting in loss of all availability of alternate health or dental insurance, the employee shall be eligible for coverage under the school department group plan.

**5.1.1.** The Committee will provide the medical benefits summarized in Exhibit 2. The Committee agrees that it will not change the benefit summary without the approval of the Association.

**5.1.2** Employee cost-sharing shall be based on the following schedule (income amounts will be based on the employee's prior year state W-2 gross wages; for employees employed by the Committee for less than one year, income amounts will be based on base wages):

<b>Income</b>	<b>Contribution</b>
Less than \$30,000	10%
\$30,000 to less than \$46,000	15%
\$46,000 to less than \$95,000	20%
\$95,000 and above	25%

**5.1.3** Whenever the School Committee is notified of a change in the health and/or dental premiums, a copy of the notice shall be provided to the EPEA President.

**5.1.4** Effective November 1, 2012, health insurance will be paid by the Committee for all retiring members of the bargaining unit and their spouse for one year for family plans or two years for individual plans after retirement under the same terms as active employees. Retired members of the bargaining unit will be required to certify annually that he or she is not eligible to receive comparable insurance – defined as insurance with a premium co-payment that is no more than ten percent (10%) greater than the premium copayment associated with the plan offered to the retired member by the Committee. In the event that the retired member is eligible for or obtains or is covered by comparable health insurance, the coverage provided by the Committee will be terminated. In the event of the death of a retired member of the bargaining unit who is receiving

health insurance coverage for his or her spouse, said coverage shall continue up to a maximum of one year from the date of death.

## **5.2. Coverage**

Coverage for first year teachers shall begin on the day they commence work. The termination date for teachers leaving the system for other than retirement will be August 31 of the year in which they leave the system, providing they complete that year's work.

## **5.3 Dental Insurance**

Dental Insurance will be provided under the same terms as health insurance with the same levels of employee contributions.

## **5.4 Alternative Health Insurance Provider**

The School Committee and the East Providence Education Association agree to pursue other options concerning medical insurance providers during the course of this agreement.

## **5.5 Death Benefit**

Upon the death of a member of the bargaining unit, the School Committee agrees to continue the health and dental coverage for the teacher's family for a period of twelve (12) months. Should the families receive health benefits equal to those being provided by the East Providence School Department, they agree to notify the East Providence School Department to stop the benefit. Should this situation change during the period of eligibility, the East Providence School Department agrees to reinstate said health protection.

## **5.6 Retirees**

Eligible retirees shall be entitled to receive health insurance and/or dental insurance benefits for one (1) year after retirement for family plans, or two (2) years for individual plans, or until Medicare eligibility, whichever occurs earlier, on the same terms and under the same conditions as apply to active employees. Such retired teachers may, in addition to required contributions to their individual coverage, pay the difference in cost between individual and family coverage in order to purchase family coverage during the period of their own eligibility for coverage. Failure to make any required contribution in advance of the month of coverage shall result in termination of coverage. This is not intended to apply to

those who have already retired as of January 2, 2009.

## **5.7 Wellness**

The School Committee will provide a wellness benefit beginning on July 1, 2013 as described in Exhibit 1.

## **5.8 Flexible Spending Account**

### **5.8.1 Establishment of Flexible Spending Account**

The employer shall establish a Flexible Spending Account (FSA) for eligible employees of the East Providence School Department. The FSA shall be established in accordance with all applicable laws, regulations, and rules.

### **5.8.2 Eligibility for FSA**

All eligible employees of the East Providence School Department shall be eligible to participate in the FSA.

### **5.8.3 Contributions to FSA**

Employees may elect to participate in the FSA by authorizing pre-tax deductions from their gross salary. The maximum annual amount that may be contributed by each employee shall be determined in accordance with applicable IRS regulations.

### **5.8.4 Reimbursement for FSA Expenses**

Employees may use funds in the FSA to reimburse themselves for eligible healthcare and/or dependent care expenses that are not covered by any other insurance plan. Reimbursement shall be made in accordance with the terms and conditions of the FSA plan document.

### **5.8.5 Administration of FSA**

The Employer shall administer the FSA in accordance with all applicable laws, regulations, and rules. The Employer shall provide employees with information regarding the FSA, including plan documents, eligible expenses, and claim procedures.

The employee will be responsible for the monthly administrative fee.

### **5.8.6 FSA Claims**

All claims for reimbursement from the FSA shall be submitted to the plan administrator in accordance with the procedures established by the Employer.

### **5.8.7 Termination of FSA Participation**

An employee may terminate participation in the FSA at any time during the plan year by providing written notice to the plan administrator. Any unused funds in the FSA at the time of termination shall be forfeited in accordance with the terms and conditions of the FSA plan document.

## **ARTICLE VI** **INSURANCE**

### **6.1 Group Life Insurance**

All members of the bargaining unit shall be entitled to fifty thousand dollars (\$50,000) worth of life insurance with premiums paid by the School Department. This insurance reduced to the amount of one-half the existing coverage, will be continued effective with this Agreement for teachers retiring after November 1, 1977, who have twenty (20) years or more experience in the East Providence School Department and have reached their fifty-fifth (55th) birthday and shall terminate on the seventieth (70th) birthday of the teacher.

Teachers who retire before November 1, 1977 will still be covered in this area by the provisions in the Contract at the date of their retirement.

Further, all members of the bargaining unit shall have the option of paying for an additional nine thousand dollars (\$9,000) worth of life insurance to one hundred thousand dollars (\$100,000) worth of life insurance (subject to approval by company providing life insurance) on a payroll deduction plan. Individuals who have purchased lesser amounts of life insurance under previous contracts are grandfathered in those amounts. No individual may enter this program, or increase benefits, after reaching his/her sixtieth birthday. The President of the Association shall receive a yearly statement showing insurance dividends.

### **6.2 Liability Insurance Coverage**

Liability Insurance with limits of three million (\$3,000,000) including malpractice, products, teacher liability and corporal punishments shall

be provided for all certified employees of the East Providence School Department.

## ARTICLE VII SICK LEAVE

### **7.1 Illness**

The parties to this Agreement believe that paid sick leave is an important benefit for teachers and that any abuse of sick leave is detrimental to the students of the District. Sick leave may only be used for personal or family illness which reasonably prevents teacher's attendance at work and may not be utilized for or considered as vacation time or other paid time off from work.

Each teacher is expected to attend school on a regular basis and will be held accountable and responsible for maintaining an attendance record, which will ensure continuity of education for students.

**7.1.1** In case of personal illness and/or immediate family illness, all members of the bargaining unit shall be allowed fifteen (15) days per year with full pay, cumulative to a maximum of two hundred (200) days. The immediate family shall include father, mother, spouse, brother, sister, son, daughter, in-laws and any person living in the teacher's household.

A teacher in years one (1) through three (3) who has a prolonged illness that is medically certified and filed with the Human Resource office may request up to ten (10) additional sick days to the Superintendent. These additional days must be used after her/his accrued sick leave has been exhausted.

In the case of illness in the immediate family (father, mother, spouse, brother, sister, son, daughter, in-laws, and any person living in the teacher's household) a teacher shall be allowed to use his or her annual sick leave.

The Superintendent or his/her designee may require a physician's certification of illness regarding any illness of three (3) or more consecutive days at any time the School Department reasonably believes there is a chronic use, overuse, abuse, or misuse of sick days. In cases of chronic, excessive, persistent or patterned absences due to illness, the Superintendent may require an employee to be examined by a physician selected by the Superintendent.

**7.1.1a** The Association and the Committee recognize the importance of improving teacher attendance within the School System. Each teacher is expected to attend school on a regular basis and will be held accountable and responsible for maintaining an attendance record, which will ensure continuity of education for students. However, the Committee recognizes that a certain number of absences are unavoidable and will be provided for consistent with the Contract.

The Superintendent or his/her designee may require a physician's certification of illness regarding any illness of three (3) or more consecutive days. In cases of excessive or persistent absences due to illness, the Superintendent may require an employee to be examined by a physician selected by the Superintendent.

**7.1.1b** The School Department shall provide a statement of each teacher's accumulated sick leave via the District's absence-recording system.

**7.1.1c** Teachers shall call in their intention to be absent due to illness by entering the absence into the District's tracking system through the internet, or by calling the District as provided by its current system, or as a last resort by calling the building Principal's office, as soon as reasonably practicable, but in no event any later than 6:30 a.m. on the day the absence is to occur.

However, teachers acknowledge that they shall provide the District with as much prior notice as possible to permit site based administrators reasonable time to accommodate the sick leave.

## **7.1.2 Major Illness Bank**

Teachers appointed by the School Committee in East Providence who have prolonged illnesses/ injury as defined below that are medically certificated and filed with Human Resources may appeal to the Education Association for up to twenty-five (25) additional sick leave days which might be used after their accrued sick leave has been exhausted. Requests for up to another additional twenty-five (25) sick leave days may be made to the Superintendent of Schools and such days may be granted at the discretion of the Superintendent.

A prolonged illness/injury for the purposes of the Major Illness Bank is any teacher who incurs a period of serious personal illness, accident or hospitalization, as verified in writing by a physician. The teacher



must provide a confidential note from his/her treating physician which includes the specific diagnosis, course of treatment, and the time during which the teacher may be unable to perform his/her duties. Serious illness is defined to mean a disabling physical or mental illness, injury, impairment or condition that involves in-patient care in a hospital, nursing home, or hospice, or out-patient care requiring continuous treatment by a member's primary care physician or a licensed medical specialist specific to that illness or injury.

Teachers in the Education Association may contribute up to three (3) days per year of their regular sick leave to the aforementioned pool.

Teachers who wish to apply for use of the days from the Sick Leave Bank may do so by notifying the Human Resource Office in writing through the President of the Association at least one (1) week before the recipient's own sick leave has been exhausted.

**7.1.3** A teacher who is disabled due to pregnancy-related disability shall be covered by all provisions of this Contract, including but not limited to sick leave and insurance coverage. Furthermore, it is understood that the parties are bound by the EEOC guidelines and any applicable state and federal laws.

**7.1.4** At the end of the school year, members of the bargaining unit who have used three (3) or fewer sick days shall be compensated at the rate of fifty dollars (\$50.00) per day for any amount of unused sick days up to twelve (12) days if and only if at the maximum accrual of 200 days. For years two and three of this agreement that amount shall be \$60.00 and \$75.00 per day respectively.

Any teacher not at the maximum accrual of sick days and who have used no more than three (3) sick days shall be compensated a bonus of \$200.00 for year one and two and \$250.00 for year three.

**7.1.5** Upon retirement, teachers shall be paid seventy-five (\$75.00) dollars per day for up to one hundred (100) unused days of eligible paid absence. (Eligible paid absence days shall include sick days and personal days.)

The maximum payout for sick time upon retirement shall be Seven Thousand Five Hundred (\$7,500) dollars.

## **7.2 Injury**

**7.2.1** Written accident reports must be completed and filed with the Superintendent by members of the bargaining unit within forty-eight (48) hours. The Superintendent must be informed immediately by phone of any accidents as soon as possible after the accident occurs.

**7.2.2** The School Committee shall have the right to have the teacher examined by a physician designated by the School 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. In the event of dissenting medical opinions, the School Committee's physician's findings shall prevail. However, the teacher's personal physician's opinion shall be recorded and attached to the report.

Any employee on Workers Compensation shall not receive any compensation other than his/her workers compensation check. Employees may not utilize sick time to supplement their Workers Compensation payments. However, the first three days, at the employees' option, may be charged to sick time.

**7.2.3.** On-the-job injury shall be defined as any injury occurring on and off school premises while on school business.

**7.2.4** In extreme cases of protracted illness extending beyond all of the above allowances, additional time may be allowed at the discretion of the School Committee.

## **ARTICLE VIII** **LEAVES OF ABSENCE**

Teachers should notify the Superintendent or his/her designee as soon as practical when they foresee being on leave for an extended period of time.

### **8.1 Bereavement Leaves**

**8.1.1** A teacher shall be granted leave with full pay for five (5) days for a death in the immediate family. The immediate family shall include father, mother, spouse, brother, sister, son, daughter, in-laws, grandchild and any person living in the teacher's household. If bereavement leave occurs just prior to an extended school closing (five (5) weekdays or more), the leave shall terminate on the last day of school prior to said closing.

**8.1.2** A teacher shall be granted leave with full pay for three (3) days

for grandparents by blood or in-law.

**8.1.3** For other relatives, by blood or in-law (uncles, aunts, nephews, nieces, first cousins), the teacher shall be allowed the day or such part of that day as may be necessary to attend the funeral without loss of pay.

**8.1.4** In emergency, additional days may be granted at the discretion of the Superintendent of Schools.

**8.1.5** The Association may send its President or his/her designee to the funeral of any member's immediate family without loss of pay. The Principal of his/her building shall arrange coverage without the hiring of a substitute.

**8.1.6** In the event of a death of a teacher, that school shall be closed for the funeral and the day will be made up. The President, or his/her designee, may be released to attend the funeral service of a retired teacher.

**8.1.7** A teacher who works less than a full day will be granted the same number of days listed in the stated bereavement leaves for the number of hours he/she is regularly scheduled to work.

## **8.2 Quarantine**

When a teacher is subject to quarantine by order of the Health Department, such person shall receive full pay during the period of quarantine, and this period of time which the person is absent from his/her duties as a result of such quarantine shall not be deducted from his/her accumulated sick leave.

## **8.3 Jury Duty**

In all cases where teachers are called to jury duty, they shall be encouraged to serve, and the difference between their pay and their teacher's salary shall be paid to them. This shall be accomplished by the teacher receiving full pay from the School Department and relinquishing all jury duty pay to the School Department.

## **8.4 Absence Without Pay**

In case of absence without pay, a deduction shall be made on one hundred eighty-three (1/183) of the annual gross salary of the absentee for each school day of absence. However, such leaves require prior written

permission from the Superintendent which may be granted at the sole discretion of the Superintendent.

## **8.5 Sabbatical Leave**

After completion of at least six (6) years of teaching service in the City of East Providence Public Schools, a regularly employed teacher may, upon request, and approved by the Superintendent, be granted one (1) year leave of absence to pursue a full-time program of advanced study at a recognized college or university at one-half (1/2) of the salary that he/she would normally receive including the current increment. A teacher with ten (10) years of service in East Providence, when granted sabbatical leave, will receive two-thirds (2/3) of the salary he/she would normally receive including the current increment. A teacher may be granted permission for one-half (1/2) year leave of absence under the same conditions at one-quarter (1/4) of his/her annual salary. Requests for sabbatical leaves shall be filed with the Superintendent no later than October 1st of the year preceding such leave. Sabbatical leaves can be approved only if the requested leave relates to advanced work being done in the discipline area of the teacher requesting said leave or in allied areas that may enhance the teacher's educational career. For the purpose of placement on the salary schedule only this leave of absence would be considered a year or a half (1/2) year of teacher service. The teacher shall agree to return to employment in the East Providence School System for the full year following the expiration of the sabbatical leave. For this purpose, a signed agreement shall be used. Life insurance and health care coverage shall be continued for teachers on sabbatical leave. Teachers approved for a sabbatical leave will be notified by February 1st of their approval for the following school year. The President of the Association shall be relieved of all his/her non-teaching duties to take care of Association business. In addition, the President shall be provided the equivalent of two (2) full days per week at no loss in salary or benefits and the Association agrees to pay one-half (1/2) of the cost. Meaning that the School Department pays for one day and the Association pays for one day.

## **8.6 Legal Proceedings**

In cases in which teachers are compelled, or requested by the School Department to appear before a court or grand jury to testify on behalf of the School Department in which they are neither the petitioner nor the defendant, they shall be paid the difference between the witness fee and the normal salary for the period of absence. This shall be accomplished by the teacher receiving full pay from the School Department and

relinquishing all witness fees to the School Department. Teachers shall be granted a temporary leave of absence with full pay for the time necessary for such appearances in legal proceedings.

## **8.7 Personal Leave**

**8.7.1** Each member of the professional staff shall be allowed three (3) days of absence each school year for personal reasons without loss of pay.

However, the third personal day may not be used to extend a holiday, weekend, or vacation. For the third personal day, members must give 7 days' notice to the principal.

Any unused personal days may be converted to a sick day and accrued in accordance with the sick day accrual provisions of the CBA.

Limitations on use of personal days:

1. Personal days may only be used to conduct personal affairs that cannot be conducted at any other time.
2. Personal days may not be taken three days in a row unless approved by the Superintendent of Schools.
3. Personal days cannot be used as vacation time.
4. Personal days may not be used on the day preceding or the day following a holiday or vacation period or during the last two (2) weeks of school nor shall such leave be allowed by the Superintendent of Schools if said leave were to cause school(s) to be shut down.
5. Personal day may be taken the day preceding or the day following a holiday or vacation period or during the last (2) weeks for personal business which cannot be conducted at any other time. In applying for personal leave on the day preceding or the day following a holiday or vacation period or during the last two (2) weeks of school, the teacher must state the nature of the personal business to be conducted on that day. This exception will include the right of teachers to attend the graduation of members of their immediate family. Except in the case of an emergency, the principal may deny the personal day if no substitute teachers are available.
6. Requests for use of the last (3rd personal day) will be submitted to the Principal no later than seven calendar days before the day to be taken except in the case of emergency. If denied, a member will have the ability to appeal to the Superintendent.

## **8.8 Military Leave**

Should a teacher be called for military reserve on dates not chosen by him/her during the school year, he/she shall be granted up to two (2) weeks leave of absence. He/she shall be paid the difference between his/her teaching salary and the base military pay received by him/her for such service performed on school days, provided that the base military pay is less than the teaching pay, for the days in question.

## **8.9 Religious Holidays**

Teachers whose religious obligations require attendance at religious services held during the school day shall be granted up to two (2) days per year to attend such services. Notification must be given at least one (1) week prior to taking this leave or pay will be deducted.

## **8.10 Professional Leave**

Teachers may, upon approval of the Superintendent, be granted the opportunities for professional visitation, attendance at workshops, in-service courses, conferences, or other professional growth activities.

**8.10.1** The School Committee agrees to establish a pool of professional leave days per school in accordance with the size of the school. Teachers shall be granted two (2) professional leave days per year for every ten (10) teachers or a portion thereof in the school of their assignment. The determination of the particular teacher(s) taking advantage of this opportunity on an equitable and rotating basis shall be made by the Association's Building Representative and the School Principal. Professional leave shall be defined as attendance at conferences or workshops, or any other professional meetings sponsored by an affiliate of the professional organization directly related to one's subject matter. The teacher must submit a written notice signed by both the Association's Building Representative and the School Principal to the Director of Human Resources in advance of such leave. Except in exigent circumstances, a fourteen (14) day notice shall be given.

### **8.10.1a Professional Leave Fund**

The School Committee agrees to establish a fund for the purposes of funding teachers for travel, registration, or other costs incurred as a result of attending professional conferences for pool days only. Said fund will be administered in a fair and impartial manner. Five hundred dollars (\$500.00) per month for ten (10) months, up to fifty dollars (\$50.00) per

teacher will be funded by the School Committee. Monies not used in any given month may be carried over in the succeeding month. An Annual Report of said monies shall be made to the President of East Providence Education Association.

### **8.10.1b Procedures**

1. The teacher will apply for professional leave days through the Human Resources Department. At the time of application for professional leave days, the teacher must request reimbursement. The same professional leave form should be used and continues to be available in all buildings.
2. The teacher will receive a copy, approved by the Superintendent of Schools, or his/her designee of the professional leave form from the Human Resources Office, along with instructions for the reimbursement procedures.
3. After attendance at the conference, the teacher will submit to the Business Office receipts and/or canceled checks for payment of conference fees.
4. Receipts and/or canceled checks must be in the Business Office not later than the fifteenth (15th) day of the month following the conference.
5. For each calendar month, the Business Office will establish a file for all submitted receipts.
6. Pursuant to the Contract, the monthly allocation will be divided equally among those who have completed the above process. In no case will a teacher receive more than fifty dollars (\$50.00), or more than the actual cost of the conference fees.

**8.10.1c** The School Committee agrees to establish a pool of eight (8) professional leave days for Association business. The determination of the particular teachers(s) taking advantage of this opportunity on an equitable and rotating basis shall be made by the Association President and the Superintendent. The teacher must submit a written notice signed by both the Association President and the School Principal to the Assistant Superintendent for Human Resources in advance of such leave. The Association agrees to pay for the substitute.

### **8.11 Adoption Leave**

Members of the bargaining unit who adopt a minor child during the

school year shall be granted a leave of absence in accordance with state and federal law.

## **8.12 Leave Without Pay**

All requests for leave without pay will be applied for, and granted or denied, in writing. All leaves of absence in this section, except for those requested pursuant to the Family and Medical Leave Act, will be for no less and no more than one (1) year at a time when requested prior to the beginning of a school year. Leaves requested after the school year starts, except for those requested pursuant to the Family and Medical Leave Act, will be for the remainder of the year. Starting in September 2000, seniority shall not accrue on full-year leaves without pay. Requests may be made for the following:

### **8.12.1 Peace Corps and Vista**

Peace Corps and Vista leave will be granted, without pay, to any teacher who enlists for a period not to exceed two (2) years. Upon return from such leaves, a teacher 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. Peace Corps and Vista leave is for one (1) year at a time and the teacher must renew his/her leave for the additional year.

### **8.12.2 Sick Leave**

A leave of up to one (1) year, without pay or increment, may be granted for the purpose of caring for a sick member of the teacher's immediate family. Granting such leave shall be in the sole discretion of the Superintendent, with input from the Union President.

A teacher who is granted a leave of absence for this purpose shall be afforded the opportunity to continue in the group health insurance plan by paying the full cost of premiums monthly, in advance, and may continue life insurance in force by paying the full cost of premiums monthly in advance.

### **8.12.3 Extended Personal Illness**

Any teacher whose personal illness extends beyond accumulated sick leave, and after expending all other applicable leave, may be granted a leave of absence for the remainder of the year without pay or increment and such leave should be accompanied by a statement from a regularly



licensed physician that such leave is necessary. Granting such leave shall be in the sole discretion of the Superintendent, with input from the Union President.

Upon request, such leave may be renewed, in the sole discretion of the Superintendent, with input from the Union President, for an additional one (1) year.

Upon return from such leave, a teacher will be assigned to the same position following one (1) year's leave of absence. Teachers returning from leaves of absence in excess of one (1) year shall return to the same position, if available, or if not, a substantially equivalent position. A teacher shall have health insurance as defined in Article V and life insurance coverage continued while on leave.

#### **8.12.4 Parental Leave**

Parental leave is designed for teachers to care for a teacher's child as defined in federal and state law and is not meant as a mechanism to pursue other employment. Parental leave without pay shall be granted to employees for the remainder of the year upon application to the Superintendent. Upon request, such leave may be renewed in the sole discretion of the Superintendent, with input from the Union President, for up to two (2) additional years.

Returning employees shall be restored to the position they held at the time such leave commenced, following one (1) year's leave of absence. Teachers returning from leaves of absence in excess of one (1) year shall return to the same position if available or, if not, a substantially equivalent position, if one is available.

While on parental leave a teacher shall be afforded the opportunity to pay for their comprehensive medical coverage, as defined in Article V and group life insurance at the current group rate applicable to all other employees.

#### **8.12.5 Extended Personal Leave**

A teacher, with six (6) or more years of service in the East Providence School District, may request a leave without pay for the remainder of a school year. Granting such leave shall be in the sole discretion of the Superintendent.

Upon request, such leave may be renewed in the sole discretion of

the Superintendent for up to one (1) additional year of unpaid leave. Extended personal leave may not be utilized for the purpose of obtaining or maintaining employment outside the District. Returning employees shall be restored to the position they held at the time such leave commenced, following one (1) year's leave of absence. Teachers returning from leaves of absence in excess of one (1) year shall return to the same position if available, or if not, a substantially equivalent position.

All employees on extended personal leave shall be afforded the opportunity to pay for their comprehensive medical coverage, as defined in Article V and group life insurance at the current group rate applicable to all other employees.

### **8.13 Return from Leaves**

All teachers on leave under this Contract shall notify the Superintendent of Schools in writing no later than March 1st that they intend to return to their position in September. Failure to do so would result in the forfeiture of their rights as outlined in the applicable section of this Contract.

**8.13.1** Teachers returning from unpaid leave who notify the Superintendent of their return by March 1st will be reinstated to the Health Plan, if eligible, for the summer months. Said teachers who do not in fact return in September will be obligated to reimburse the School Department for the cost of their summer health coverage.

### **8.14 Other Education Leave**

Other Educational Leave taken pursuant to School Department representation may exceed the leave restrictions of this agreement with the written approval of the Superintendent. Said approval shall not be unreasonably denied and shall be applied equitably.

## **ARTICLE IX** **WORKING CONDITIONS**

### **9.1 Length of School Year**

**9.1.1** The work year of teachers will begin no earlier than the last Monday in August and shall terminate not later than June 30th and shall be no more than one hundred eighty-three (183) days for all returning teachers including the day before school opens which shall be used for the purpose of attending faculty and departmental meetings and

for general preparation. The EPSD will maintain February and April vacations.

One hundred and eighty (180) school days, 1 orientation day and 2 professional development days.

### **9.1.2 School Counselors**

All School Counselors in the High School will work at their per diem rate three (3) days before all other teachers report and three (3) days after school closes for the purpose of scheduling and reports.

In addition to the extra work days listed above, the Director of School Counselors shall work, at her/his per diem rate, an additional ten (10) days after school ends. The summer schedule may be flexible. During these days, the Director will perform such duties as assigned by the site-based administrator including registration, scheduling, class conflict resolution and class changes.

Upon request, the Superintendent shall have the discretion to schedule additional work days for School Counselors beyond the school year at their respective per diem rate.

**9.1.3** New teachers may be required to attend orientation meetings prior to the opening of schools as planned by the Superintendent of Schools. Department Heads and Coordinators shall also be required to be present on one day of the week before school opens.

**9.1.4** The Superintendent shall have the discretion to schedule additional professional development and/or curriculum development beyond the school year. Said days shall be voluntary. Any teacher who volunteers for said professional development and/or curriculum development shall be compensated at forty dollars (\$40.00) per hour.

## **9.2. Length of School Day**

**9.2.1** Teachers will have a workday of no longer than 6.83 consecutive hours per day. The increase in the teacher's school day is effective at the beginning of the 2024/2025 school year.

At the elementary level, common planning time will occur weekly, be used exclusively to plan with colleagues, and be embedded into the contractual day during a forty-five (45) minute block. Common planning time may not be used for faculty meetings.

The workday will include ten (10) minutes before the starting time of the student and will end ten (10) minutes after the dismissal time of the student.

The starting and ending times for each school will be fixed by the Superintendent in order to accommodate the student day, the teachers' day and economical bus scheduling. No teacher's workday shall commence earlier than 7:00 a.m.

**9.2.2** The Association recognizes that a teacher's responsibility may necessitate remaining after the official closing of the school day as long as is reasonable to fulfill obligations relating to special help for students.

**9.2.3** Teachers will not be required to sign a late sheet that accumulates attendance beyond five (5) school days.

### **9.3 Meetings**

#### **9.3.1 Teacher Meetings**

Teachers shall attend the following meetings:

- Teacher Meetings may include, but are not limited to, Flex CPT/DPT meetings, professional development meetings, parental engagement meetings, faculty meetings or department meetings.
- Total time spent at teacher meetings, whether before, during or after school, shall not exceed fifteen (15) hours.
- Total time spent at teacher meetings scheduled after the end of the school day shall not exceed five (5) hours.
- Teachers may have to attend up to ten (10) faculty meetings scheduled at the end of the school day and three (3) of those meetings may last up to 90 minutes long. Attendance at faculty meetings is mandatory.
- School administrators will create a calendar of meeting dates at the beginning of each school year for teacher planning purposes.
- School administrators will receive input from teachers regarding the purpose of teacher meetings through surveys, SIT teams and leadership teams. The Superintendent or his/her designee must issue final approval of schedule, content and duration of said meetings.
- Welcome Back activities for the purpose of parental engagement shall be scheduled within the first two weeks of the start of school unless such activities conflict among elementary, middle and high schools.

In the third year of the contract – school year 2025/2026 – teachers will

be afforded the opportunity to take part in a voluntary half (1/2) day – not to exceed three hours of professional development at a one-time stipend rate of \$150.00. This half professional development day will optimally take place before the official start of school but no earlier than August 15. Teachers who choose not to take part in this training will not be negatively impacted.

The day after the parent/teacher conference (meeting), and during the school day, there shall be one additional ½ day parent/teacher conference.

NOTE: With respect to the two additional evening meetings, the present CBA language re splitting the time among schools for teachers assigned to more than one school site is specifically retained.

**9.3.2** Teachers shall not be required to attend more than nine (9) after school meetings in a year, of which no more than three (3) shall be scheduled in a month, for principal’s meetings, or meetings called by the department chairman/coordinator, vice principal through the principal, or the Central Office Staff. Teachers shall be informed at least five (5) days in advance of any after-school meeting, except in cases of emergency. Said meetings to be approximately one (1) hour in length. Additional meetings shall be held on a voluntary basis. Teachers will be available for individual parent conferences at a time mutually established by the teacher and the parent.

### **9.3.3 Professional Development**

Prior to the end of each school year, the President of the Association will meet with the Superintendent or his designee together with the Curriculum Advisory Committee to provide input in planning for curriculum development and planning work. There shall be a Professional Development Committee made up of teachers and administrators (3 to 1 ratio of teachers to administrators with each of the parties appointing its respective members) to develop and plan curriculum development and professional growth. Included in this training shall be information and training on site based decision making.

### **9.3.4 Superintendent’s Meetings**

Teachers may be required to attend two (2) additional after school meetings each year of the Contract called by the Superintendent. Teachers shall be informed at least ten (10) days in advance of such after-school meeting, except in cases of emergency. Said meeting shall be approximately one (1) hour in length.

## **9.4 Lunch Period**

Teachers shall have an uninterrupted duty-free lunch period of twenty-five (25) minutes. Teachers shall take their lunch period either on or off school premises provided, however, teachers shall notify the school office when they leave the school premises and when they return.

## **9.5 Preparation Periods**

**9.5.1 High School** – The teaching schedule at the High School shall include a minimum of six (6) preparation periods per teacher per week.

Whenever there is a department double preparation period at East Providence High School, the teachers shall be free to engage in collaborative curriculum work.

The “WIN Block” will not involve preparation or grading and will only be supervisory. The expectation is teachers will be interacting with students to provide support, interventions, practice, rehearsal, clubs and/or exploration of student interests.

**Middle Schools** – The teaching schedule at Martin and Riverside shall include a minimum of an average of one (1) preparation period per teacher per day.

**9.5.1b** Preparation period are defined as cumulative time. For each education level, principals may schedule preparation periods on days, at times, and for durations of their choice so long as the teacher received the total preparation time each week that this agreement calls for.

**9.5.2. Elementary** – The School Committee agrees to improve the distribution of planning time for classroom teachers in elementary schools. The fifteen (15) minutes before and after school shall be considered as principal time and not a part of planning time. The following shall be considered as planning time:

**9.5.2a** The time when Special Subject Teachers (art, music, physical education and librarians) are conducting classes and recess time.

**9.5.2b** The School Committee guarantees a minimum of two hundred twenty-five (225) minutes of planning time per week each calendar week of school including recess time. Four (4) days of the week will include 45 continuous minutes of preparation time. On the 5th day there will be 45 minutes of dedicated Common Planning Time.

**9.5.2c** For the purpose of this section, Special Subject Teachers (formerly called itinerant teachers) in the elementary schools, that is, library science, music, physical education and art, shall be treated as a separate classification. They shall be guaranteed a minimum of two hundred twenty-five (225) minutes of planning time per week including principal time. Four (4) days of the week will include 45 continuous minutes of preparation time. On the 5th day there will be 45 minutes of dedicated Common Planning Time.

**9.5.3** Preparation time for kindergarten teachers shall be in accordance with that listed below. It is understood that principal time shall not be a part of preparation time. The official school day for students in the elementary schools will begin as determined by the Superintendent each school year between 7:30 a.m. and 9:00 a.m.

**Note:** All times listed in the following Kindergarten schedules are only examples and not mandated starting times.

### **Example of School Day in Elementary Schools**

1. Assume the single session of the official school day for the students in the elementary school in the East Providence School System begin at 8:45 a.m. and concludes at 3:00 p.m.
2. Children shall be allowed to enter the classrooms at 8:40 a.m. for preparatory activities under teacher supervision.
3. Teachers shall report for duty in preparation for the school day not later than 8:30 a.m. for the morning session.
4. Teachers shall remain in their classrooms and be available for student help until 3:15 p.m.
5. Physical education classes shall be held for one hundred (100) minutes each week in Grades 1 through 5.
6. There shall be a recess period for students in Grades K through 5 of twenty (20) minutes which shall consist of supervised activities.
7. The Pre-K teachers are required to supervise their students during outdoor learning play.

**9.5.4** Elementary and Pre-K teachers shall be released immediately or may voluntarily remain upon arrival of Special Subject Teachers in physical education, art, music and library science. The Committee recognizes the importance of Special Subject Teachers in the elementary grades, including Kindergarten classes. The Committee agrees to provide as many Special Subject Teachers as necessary to ensure that the Special Subject Teachers visit every classroom. Substitutes shall be provided for absent Special Subject Teachers.

**9.5.5** Collaborating teachers shall have their preparation periods scheduled at the same time whenever possible.

## **9.6. Subject Areas and Preparations**

Secondary teachers will not be required to teach more than two (2) different subject areas nor more than four (4) different preparations within a given school day. It further intends to make every effort to provide secondary teachers with schedules which will not require them to teach more than two (2) different subject areas nor more than three (3) different preparations in a given day with the exception of Special Education, Resource or Bilingual/MLL teachers.

## **9.7 Relief from Non-Instructional Tasks**

A committee will be established to study the lunchroom, homeroom and corridor duties.

The Committee and the Association accept as a goal the most objective utilization of teacher time. To this end, they agree as follows:

**9.7.1** Except for nurse-teachers, special education teachers, physical education teachers and other personnel with professional responsibilities directly related to health services, teachers shall not be required to assist in the administration thereof.

**9.7.2** Except in cases of emergency, teachers shall not be required to perform the following non-professional duties. However, they will retain the responsibility in an on-call capacity.

**9.7.2a** Supervision of playgrounds and lunchrooms (applies to elementary teachers only). Pre-K teachers will conduct outdoor learning play.

**9.7.2b** Calculation of monthly and year-end attendance reports



(teachers K-12).

## **9.8 Detention**

Teachers agree to handle the detention of students committing offenses within their own classes. Teachers shall not be required to supervise detention in classes which are held for violators of School Committee Policy.

## **9.9 Substitute Policy**

The School Committee shall make every effort to provide substitutes for absent teachers.

In the case that substitutes cannot be obtained at the secondary level and teachers are assigned to cover the class of an absent colleague, they shall be compensated as follows:

Teachers assigned to cover during preparation periods shall be compensated forty (\$40.00) dollars per coverage.

Members assigned to cover during any other non-instructional period, shall be compensated at the rate of forty (\$40.00) dollars for each cover after ten (10) covers.

In the case of an absent elementary classroom teacher and no substitute is provided, students may be assigned to other classroom teachers. Assignments of students shall be on an equitable basis. It is understood that the intent of this language is to apply only in the case of an absent elementary teacher after the East Providence School Department has exhausted all efforts to hire a substitute.

When no substitute is available at the elementary schools:

Teachers assigned to cover during preparation periods shall be compensated forty (\$40.00) dollars coverage.

Class splitting – Classes may be split up to 4 teachers at a rate of \$40.00 after 3 coverages and at the rate of \$20.00 for a half (½) day split. Class cannot exceed 30 students.

Any teacher who assumes the class of an absent colleague on a regular and continuing basis shall be compensated at fifty-one (\$51.00) per class after five (5) school days retroactive to the first day.

The EPEA and School Department will solicit for a pool of volunteers from the membership for this purpose. For members who are not on the volunteer list, covers will be assigned in an equitable and fair manner. The official cover assignment list shall be maintained by the school's administration team. Updated daily, the list of teachers receiving covers will be shared via Google Docs with the Association President.

## **9.10 Class Size**

The East Providence School Committee agrees with the East Providence Education Association that a class size of twenty-eight (28) pupils, (except in the elementary schools where the limit will be twenty-five (25), shall be the maximum. In this regard the Committee shall keep the class size as low as is administratively possible within the limits of the physical plant, the budget requirements and the educational policy priorities established by the Committee in allocating its resources.

Caseloads for Occupational Therapists, Physical Therapists and Speech Pathologists shall remain consistent with state maximums. The maximum student population served by Social Workers and Psychologists shall not exceed state maximums.

The East Providence School Committee agrees with the East Providence Education Association that a class size of twenty-eight (28) pupils, with ability to add a 29th student if and only if approved by the Superintendent and Union President for year 1 at the secondary level. In year 2 there will be a hard cap of twenty-eight (28) pupils at the secondary level. At the conclusion of year 2 the Superintendent and Union President will review matter with the goal of lowering class size in the 3rd year. If no agreement is achieved a hard cap of twenty-eight (28) pupils will remain in effect.

### **9.10.1 Class Size Exception**

1. Compensation for classrooms and students over the class size limits:

Secondary – Teachers whose instructional classes, with the exception of physical education, chorus and band, exceed contractual limits of twenty-eight (28) students shall be compensated at the rate of three dollars (\$3.00) per day, per class, per student.

Elementary and Pre-K – Teachers would be compensated at the rate of twenty-one dollars (\$21.00) for the entire day depending on the time the teacher actually spends with the student(s). This would be

divided amongst the regular and Special Subject Teachers, (formerly called Itinerants), of the twenty-sixth (26th) student. Inclusion through mainstreaming of special needs students in a class to bring the total number of students above 25 will be calculated for the actual class period or time the twenty-sixth (26th) student is placed in the class.

## 2. High School Physical Education Classes

A desirable class size of thirty-two (32) be established with a maximum of thirty-five (35) where necessary. A teacher student ratio of 1:35 will be the maximum number of students in a particular period.

## 3. Collaborative Classes

With the agreement of the administration and the teacher, teachers may exceed twenty-eight (28) students without additional compensation. The teacher will state in writing his/her desire to do so. Such a statement shall be non-binding for future classes.

## 4. Homeroom

Elementary and Middle School – Homerooms shall not exceed class limits set forth in 9.10 and 9.10.1 above.

## **9.11 Special Education**

**9.11.1** Whenever it is decided by the evaluation team that a student in special education class should be transferred to a regular class, a conference shall be held at the earliest possible day (whenever possible this shall take place prior to the student's assignment) with the regular classroom teacher and all other resource personnel present.

**9.11.2** Resource teachers shall be guaranteed a minimum of two (2) hours per week for testing. This will be in addition to guaranteed preparation time.

**9.11.3** The Committee agrees to provide substitutes for special education teacher assistants when they are absent.

**9.11.4** The building administrator shall ensure that classroom teachers who are required by the administration to attend IEP conferences which are scheduled during his/her class teaching time to be relieved of his/her duties for the time he/she participates in the conference.

## **9.12 Assignment of Classes**

**9.12.1** Each teacher in the East Providence School System will be provided a class list on the opening day of school (for each class in the secondary schools) and will be notified, in writing, of any change made in the students' schedules thereafter.

**9.12.2** The Committee agrees to encourage principals to make as equitable distribution as possible of class assignments according to ability.

**9.12.3** At the secondary level, each teacher will receive a copy of his/her tentative subject preparations for the next school year by July 15th. Each student will receive a copy of his/her teaching schedule by August 15th. Included in the schedule will be the specific courses and levels, unless an unforeseen event occurs which makes this impossible. Additionally, teachers should be informed of the member(s) of their potential teaching team.

**9.12.4** Before class assignments are made for pupils in the elementary schools for the next school year, teachers should be included in the decision-making process.

**9.12.5** Special Subject Teachers (formerly called Itinerants) shall not be required to teach in more than two (2) different buildings per day.

Secondary teachers shall not be required to teach in more than three (3) different classrooms per day.

**9.12.6** Elementary teachers shall be provided five (5) school days to complete report cards.

## **9.13 Teaching Facilities**

**9.13.1** Each school shall have sufficient space for the storage of instructional materials and supplies.

**9.13.2** Each school shall have well-lighted, well-ventilated and clean faculty restrooms with chairs and tables. Workrooms with adequate chairs and tables will be provided in each school where space permits. These faculty areas shall not be used for instruction but will be available at all times during the regular school day for all teachers' use. Each school shall have a clean, fully equipped, well-ventilated lavatory which insures privacy for teachers.

**9.13.3** Each classroom shall be well lighted, well ventilated and well heated.

**9.13.4** School buildings will be accessible to teachers at least one week prior to the first day of school and two weeks after the last day of school.

## **9.14 Communications**

**9.14.1** The Committee shall permit the Association to use the regular mail run for business of the East Providence Education Association.

**9.14.2** The school phone may be used for emergency reasons.

## **9.15 Educator Evaluation**

**9.15.1** The educator's evaluation in East Providence will be the full implementation of the RIDE Rhode Island Model Teacher Evaluation and Support System and the RIDE Rhode Island Support Personnel Evaluation System. The School Committee will abide by the Rules and Regulations of the Rhode Island Board of Education, including the Basic Education Program Regulations. All monitoring or observations of the performance of an educator will be conducted openly, and with the full knowledge of the educator. All relevant policies will be clearly detailed and widely disseminated.

**9.15.2** Any alteration to the East Providence implementation of the RIDE model will be mutually agreed upon unless mandated by RIDE.

**9.15.3** A District Evaluation Committee shall be formed consisting of fifteen (15) members. Seven (7) members and one (1) alternate shall be appointed by the Superintendent and eight (8) members and one (1) alternate shall be appointed by the EPEA President. The Committee's charge shall be to oversee and assess the implementation of educator evaluation and ensure that the system is valid and effective. At the conclusion of each school year, the District Evaluation Committee will review the process and make recommendations to the Superintendent. Each member of the District Evaluation Committee must be trained in the RIDE evaluation system.

## **9.15.4**

(A) The Educator's primary and complementary evaluator will be determined and disseminated prior to the beginning of the year conference. The scheduled observation will be defined as follows: at

the elementary level, a lesson, at the secondary level, a middle school period or the equivalent at the high school. The time may be reduced if all elements of the rubric have been observed. The remaining two observations will be no less than thirty (30) minutes. Observations will be conducted by the Department Head, Coordinator or Administrator. The Department Head or Coordinator will complete two (2) of the three (3) observations independently or with the building administrator.

For those educators rated Developing, as determined by the prior year's evaluation, new hires and educators who are using a new certification and who have not been evaluated in that role under the new evaluation process, the following will apply: Department Heads or Coordinators will complete two (2) of at least three (3) observations for a minimum of thirty (30) minutes each independently or with the building administrator. Observations will be conducted by the Department Head, Coordinator and/or Administrator.

For those educators rated Ineffective, as determined by the prior year's evaluation, all four observations shall be conducted by two (2) evaluators. A minimum of one (1) evaluation will be conducted by at least one evaluator from outside the educator's building. Prior to all submissions of ratings into the evaluation platform, the Department Head, Coordinator or Superintendent's designee will consult with the primary evaluator.

(B) Under normal circumstances, the beginning of the year evaluation meeting will be held before October 1st or by mid-October (end of second week). The mid-year conference will be held by January 31st and the end of the year conference will occur prior to the end of the first week in June. All meetings will be held within the school day unless mutually agreeable. Educators will be notified twenty-four (24) hours in advance of evaluation meetings.

(C) The specific date and time of one observation will be scheduled with the educator. Five (5) days' notice will be provided for the other two observations. No observation will be conducted on the day before or the day following a holiday/vacation period, or during the administration of a state mandated assessment, unless mutually agreeable.

(D) No teacher will be observed for evaluation purposes except by a District-approved evaluator who is trained in the RIDE evaluation system.

(E) Normally, the evaluation process shall proceed for all educators at

the same pace. A yearly calendar will be bargained by the EPEA and Superintendent of Schools, or her designee, to ensure that observations and conferences take place in a timely manner and move in such a way as to allow educators to grow professionally as they improve their craft. Reasonable exceptions shall be determined by the Administrator and will include teachers on leave and new mid-year hires.

(F) Any educator in danger of receiving less than an Effective evaluation rating in the area of Professional Practice shall be notified not later than the mid-year conference and shall have the right to request a different evaluator.

For those teachers who are rated as either Highly Effective or Effective (with a 3 or 4 on the combined Practice/Foundation Score, as determined by the prior year's evaluation) will receive one announced observation and if the observation is inconsistent with the prior year's scores, may request additional observations.

(G) The evaluation platform will remain confidential within the East Providence School District, except where mandated by RIDE.

(H) Upon request of the educator, the evaluator and educator will meet after each classroom observation. Written feedback is required no more than seven (7) school days or ten (10) calendar days after each observation.

(I) The Teacher Support Plan shall be consistent with the RIDE model. Educators receiving a final evaluation rating of Ineffective or Developing will be placed on a performance improvement plan. The primary evaluator and educator shall meet to discuss areas of performance to be addressed in the plan which are aligned to the components of the evaluation rubric found to be in need of improvement. The primary evaluator and educator will mutually develop the improvement plan. The Department Head, Coordinator or Superintendent's designee may be included in the development of the plan at the educator's and/or primary evaluator's request.

## **9.15.6 Evaluation Components**

### **1. Professional Growth Goals**

(A) The educator will present his/her professional growth plan (1 goal) at the beginning of the year evaluation conference. The Administrator will respond to the educator's proposed Professional Growth Plan within

seven (7) school days and/or ten (10) calendar days, approving the plan or citing need for revisions.

(B) An educator's professional growth plan will be determined either as part of a district-wide effort, school building-wide effort, department effort, grade level effort, discipline/content effort or on an individual basis.

(C) The establishment of all professional growth plans shall be mutually agreeable between the educator and the evaluator. The educator must show evidence of meeting the professional growth plan through EPSS or at the end of the year conference.

## **2. Student Learning Objectives**

(A) The educator will present a minimum of two (2) Student Learning or Student Outcome Objectives by a yearly mutually agreed upon date established and bargained by EPEA and the Superintendent of Schools, or her designee. The Administrator will respond to the educator's proposed Student Learning or Student Outcome Objectives within seven (7) school days or ten (10) calendar days.

(B) An educator's Student Learning Objectives will be determined as either part of a district-wide or school-wide effort, department effort, grade level effort, discipline/content area effort or on an individual basis. Final determination will be made by the Administrator in charge, in consultation with the educator.

## **3. Appeals**

(A) There shall be an evaluation Appeals Panel (EAP), comprised of three (3) members. One (1) member shall be appointed by the Superintendent of Schools, and one (1) member shall be appointed by the EPEA President. The third member shall be selected from a rotating list of educators including teachers and administrators, mutually agreed upon by the EPEA President and Superintendent, and trained in the RIDE evaluation system.

(B) Any educator may appeal the assigned evaluator to the District Evaluation Committee based on legitimate educational concerns.

(C) The EAP's charge shall be to hear appeals and assist in resolution of matters of dispute concerning the establishment of Professional Foundations, Professional Practices, Student Learning Objectives,



Professional Growth Goals and final evaluation ratings.

(D) All appeals shall be submitted to the Evaluation Appeals Panel via the Office of the Superintendent within seven (7) school days or ten (10) calendar days of receipt of the related document by the educator and after an attempt to resolve the matter of dispute with the administrative evaluator. All such attempts shall be documented in writing by both parties and submitted to the EAP.

(E) The EAP shall hear the appeal, prior to EPSS closing, and within ten (10) business days of receipt of the appeal. The EAP shall respond in writing within ten (10) business days of the hearing.

(F) Nothing herein shall limit the right of any educator to file a grievance concerning the process that leads to his/her evaluation rating.

### **9.16 Department Head and Coordinator Evaluations**

1. In the years that the Department Head/Middle School Coordinators do not receive a teacher evaluation, they shall be evaluated with the Department Head/Coordinator tool.

2. If the department head/coordinator evaluation results in a rating of less than effective, that department chair/coordinator will be put on a performance Improvement plan. The department head/coordinator will meet the requirements of the plan.

3. The evaluation tool and job descriptions will be developed with input from a committee established by the Superintendent with 8 members. Four of the members shall be designated by the Union President and 4 by the Superintendent. (This provision will be placed in a MOA and sunset after the job descriptions and evaluation tool are adopted.)

4. The final rating of such evaluations may be appealed in the same manner as teacher evaluations referred to in this article.

### **9.17 Teacher Files**

All teacher files kept by the School Department shall be maintained under the following conditions:

**9.17.1** No anonymous letter or materials shall be placed in a teacher's file.

**9.17.2** All materials placed in the teacher's permanent file shall be available to the teacher at his/her request for inspection. Teachers desiring to inspect their files shall make an appointment with the secretary in the Human Resources Office. Upon request to the Superintendent, immediate access to teacher files will be available to the Association President with written approval of the individual teacher.

**9.17.3** Materials originating within and without the School Department and which are derogatory to a teacher's conduct, service, character, or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read such material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.

**9.17.4** The teacher shall have the right to answer any materials filed, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

**9.17.5** Any written complaints regarding a teacher made to the administration by any parent, student or other person will be called to the attention of the teacher by the Superintendent of Schools or his/her central office staff if the materials are to be made a part of the teacher's file when such are placed in the file, but no later than fifteen (15) working days after receipt of such materials. The teacher will have the opportunity to respond to such complaints. If a record of the complaint is filed in the teacher's record, his/her response will also be filed in the record. The teacher shall have the right to duplicate any such material filed.

**9.17.6** All references and information originating outside the School Department on the basis of confidentiality and information obtained within the School System in the process of evaluating the teacher for employment shall not be subject to this Agreement and, therefore, shall not be available for inspection by the teacher.

**9.17.7** Teachers shall notify the Administration of changes of beneficiaries, person to notify in case of emergency, addresses, dependents, and telephone numbers.

**9.17.8** Teachers may have material in their permanent file, with the exception of those enumerated in 9.17.6 reproduced upon request of the teacher at his/her own expense. The Superintendent may waive the cost of copying documents.

**9.17.9** All materials entered into a teacher's file will be stamped and dated.

## **9.18 Protection**

### **9.18.1 Assault**

**9.18.2** Teachers will report all cases of assault in connection with their employment to the Superintendent of Schools through the principal verbally as soon as possible. A written report must be filed by the teacher within forty-eight (48) hours after having been provided the opportunity to notify the President of the Association, who will in turn provide the teacher with access to legal counsel if the teacher so desires.

**9.18.3** When a teacher has been assaulted, the Committee will comply with any reasonable request from the teacher for information in its possession relating to the incident of the person involved.

**9.18.4** Whenever a teacher is absent from school as a result of a personal injury caused by an unprovoked assault occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence up to fifteen (15) months from the date of injury and no part of such absence will be charged to his/her annual sick leave.

**9.18.5** The School Committee shall have the right to have the teacher examined by a physician, who shall consult with the teacher's physician for the purpose of establishing the length of time during which the teacher is disabled from performing his/her duties. In the event of dissenting medical opinion, the Committee's physician's findings shall prevail. However, the teacher's physician's opinion shall be recorded and attached to the report.

**9.18.6** When a civil action is commenced against a teacher while acting within the scope of his/her employment, the Committee shall provide the services of legal counsel upon the request of the teacher, regardless of any other coverage the teacher may have.

**9.18.7** Appropriate physical restraint may be used by a teacher in extraordinary circumstances to protect himself/herself, another teacher, and/or a student from possible injury.

### **9.18.9 Personal Property**

**9.18.10** The Committee will reimburse teachers for any clothing or

other personal property (excluding automobiles) damaged, destroyed, or stolen in the course of employment, where such damage, theft or destruction is of a value of twenty dollars (\$20.00) or more, provided such damage, destruction or theft has not been caused by the teacher's gross negligence.

The School Committee agrees to compensate teachers for the damage to their personal automobiles caused by School Department employees or contractors during the course of construction or maintenance or by School Department employees or students during the course of scheduled school activities, so long as there is no negligence on the part of the teacher.

**9.18.11** Personal properties brought onto school premises valued in excess of five hundred dollars (\$500.00) shall be approved in advance, in writing, by the Business Administrator.

**9.18.12** As soon as is feasible, but no later than the expiration of this agreement, the School Department will install locker units or similar storage devices in classrooms or other teacher locations where they are needed but do not currently exist.

## **9.19 Maintenance of Classroom Control and Discipline**

**9.19.1** The Committee and the Association agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers shall have the support from administrators who shall give the teacher effective and consistent support in each case. In an instance where the situation, in the opinion of the teacher, is of a serious nature and a child is sent from the class, the teacher shall confer with the Principal or Assistant Principal or his/her designee to provide the necessary information concerning the problem. A child shall not be sent from the class except to the area designated by the Principal. The teacher will re-admit the child following a conference with the teacher, if available, and one of the following parties: an administrator, a counselor, visiting teacher, school psychologist, home visitor, parent or guardian of the child. Assuming the teacher is not present at the conference, the teacher shall be informed as to the proceedings and facts of the conference.

**9.19.2** Each teacher shall receive annually a set of school rules and regulations.

## **9.20 Faculty Committee**

**9.20.1** The Principal in each school shall in September of each year establish a faculty committee from among interested members of the individual school staff. The chairman shall be elected from among members of the Committee. The schedule of meetings shall be mutually established by the Principal and Chairperson. Issues to be discussed shall include recommendations on facilities that may be referred to the Superintendent. Issues that remain unresolved after two (2) meetings may be referred by the Committee to the Superintendent or his/her designee.

**9.20.2** The purpose of the Committee shall be to meet monthly with the Principal to discuss educational matters of concern to the teachers and the Principal relating to the respective schools.

**9.20.3** The Committee shall be organized on the following basis.

**9.20.3a** Elementary schools with one (1) to nine (9) teachers – all interested may serve on the Committee.

**9.20.3b** Elementary schools with ten (10) or more teachers – five (5) teachers elected by the faculty.

**9.20.3c** Middle School – seven (7) teachers elected by the faculty.

**9.20.3d** Senior High – ten (10) teachers elected by the faculty.

**9.20.4** These elections shall be conducted annually as provided for above.

**9.20.5** The Committee shall meet before or after school hours, and such meetings shall not be considered as satisfying the provisions of this Agreement relating to required meetings.

**9.20.6** The Principal and the Committee shall keep the faculty informed regarding the Committee's deliberations.

**9.20.7** The Committee shall have the right to participate in the formulation of agenda of each meeting, and such agenda shall be formulated and distributed one (1) week prior to each meeting whenever possible. The Minutes of all meetings as well as the official results of all faculty votes shall be published as soon as possible.

**9.21** Vacancies, Promotions and Job Placement

**9.21.1** A certified teacher, who is a member of the East Providence Education Association, shall serve on all screening committees for all certified positions. The department head or coordinator shall serve on all screening committees if available or another teacher if the department head or coordinator is not available. The certified teacher or the department head or coordinator, each of whom should be certified in the subject area being interviewed, shall be given adequate notice of the scheduled interview(s). If no East Providence Education Association member(s) is available, the President of the East Providence Education Association will be notified.

**9.21.2** Whenever a vacancy in a professional position occurs with a salary above the basic salary scale or whenever a new position with a salary above basic scale is created and when non-classroom positions are open, the Superintendent shall publicize it by electronic notice to all certified personnel.

**9.21.3** The notice will state the last date that filed applications will be accepted. Applicants will also receive, at the time of requesting the application form, a copy of the job description and the salary for the position being advertised.

**9.21.4** Vacancies under 9.21.2 shall be filled on the basis of qualifications as follows:

1. Experience (which does not include seniority) and skills appropriate to the vacancy notice.
2. Educational degrees, courses, and certificates appropriate to the vacancy notice.
3. Experience as a certified professional in the district.
4. Interview Performance

Successful applicants will be afforded the opportunity to attend/receive curriculum training as a professional development menu item and/or as part of an agenda on professional development days (if there is a sufficient level of interest in a topic area).

When two or more applicants finish and are equal, seniority shall be the deciding factor.

Positions covered in this article will be filled by regularly appointed teachers in the East Providence School District. In the event the Administration decides that no candidate is acceptable to fill a vacant position, it may then fill from outside the bargaining unit. However, no

decision to fill a vacancy from outside the bargaining unit shall result in the layoff of a bargaining unit member.

Note 1: The above does not apply to:

- teachers with a final rating of “ineffective;” or “developing” or
- teachers, who in their evaluation year who do not receive a formal rating due to absence or
- teachers on a performance improvement plan or
- non-tenured teachers or
- teachers with a recent disciplinary record or
- to special education teachers or pre-k teachers (unless such teacher has served 3 years in their school site or upon permission of their principal)

such teachers are not eligible to apply for such vacancies, unless permission is granted by the superintendent. For the purposes of this article, recent discipline will not include verbal reprimands but any written discipline within the last three years.

Any decision of the Administration regarding an assignment or transfer or promotion is subject to the grievance process.

**9.21.5** It is understood that all 4 qualification categories will be equally weighted and scored on the Criteria Rubric.

Members will be notified in writing within 5 days of the selection of a candidate and their ranking.

**9.21.6** The Committee agrees to continue its practice of not discriminating on the basis of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, or membership in the Association in making appointments.

**9.21.7** Each applicant shall be notified via email of the disposition of his/her application.

Members who apply and interview for multiple positions will complete and submit a preference form to the Human Resources Department and will be afforded the opportunity to be notified of the disposition of all interviews prior to accepting a position.

A successful applicant who is appointed by the Superintendent may only apply for one other position during the course of a school year.

**9.21.8** While the Committee and the Association recognize that frequent transfers of teachers are disruptive of the educational process,

they also recognize that involuntary transfers of teachers are unavoidable and that, in making assignments in the East Providence School System, the interests and aspirations of teachers must be considered. Therefore, they agree to the following:

**9.21.8a** Notice of involuntary transfer shall be given to teachers no later than forty-five (45) days before such reassignment, when practicable.

**9.21.8b** No teacher shall be involuntarily transferred without cause.

**9.21.8c** It is understood that in the event of layoffs, in accordance with R.I. Gen. Laws §16-13-6 and related statutes, the least senior person (in the area of certification as per R.I. Gen Laws § 9.25.1) in the system will be laid off first. It is further understood that if any portion of the layoff assignment or transfer process set forth in the Agreement is deemed to be non-compliant with RIDE's BEP regulations, the parties will negotiate in good faith to achieve BEP compliance.

Involuntary transfers for cause may take place without regard to seniority.

## **9.21.9 Transfers and Assignments**

Any position which becomes open at any date in the school year and remains open through the end of the school year will be offered to bargaining unit members on the recall list. At the end of the school year, the position will be vacated and posted for the ensuing school year.

Voluntary transfers and assignments will be based upon the following criteria from among interested candidates with the position being awarded to the individual who best meets the majority of the below criteria. Where two or more applicants have the same score, seniority shall be the deciding factor.

Any teacher who is denied a voluntary transfer or assignment based on the fact that a teacher did not receive a formal rating due to absence may appeal to the Superintendent and the Union President to determine eligibility.

Any teacher who is chronically absent, as defined by the Rhode Island Department of Education, in either the year of the request for a transfer or in the previous year, will not be eligible to request a voluntary transfer. Decisions can be appealed to Superintendent and Union President to determine eligibility.



Job Placement Criteria Vacancies shall be filled on the basis of qualifications as follows:

- Experience (which does not include seniority) and skills appropriate to the position.
- Educational degrees, certifications, courses, and certificates appropriate to the position.
- Experience as a certified professional in the district.
- Interview Performance. All eligible applicants will receive an interview.

It is understood that all 4 qualification categories will be equally weighted and scored on the Criteria Rubric.

Members will be notified in writing within 5 days of the selection of a candidate and their ranking.

Successful applicants will be afforded the opportunity to attend/receive curriculum training as a professional development menu item and/or as part of an agenda on professional development days (if there is a sufficient level of interest in a topic area).

Positions covered in this article will be filled by regularly appointed teachers in the East Providence School District. In the event the Administration decides that no candidate is acceptable to fill a vacant position, it may then fill from outside the bargaining unit. However, no decision to fill a vacancy from outside the bargaining unit shall result in the layoff of a bargaining unit member.

A successful applicant who is appointed by the Superintendent may only apply for one other position during the course of a school year.

**Note 1:** The above does not apply to:

- teachers with a final rating of “ineffective;” or “developing” or
- teachers, who in their evaluation year who do not receive a formal rating due to absence or
- teachers on a performance improvement plan or
- non-tenured teachers or
- teachers with a recent disciplinary record or
- to special education teachers or pre-k teachers (unless such teacher has served 3 years in their school site or upon permission of their principal) such teachers are not eligible for voluntary transfers, unless permission is granted by the superintendent. For the purposes of this article, recent discipline

will not include verbal reprimands but any written discipline within the last three years.

**Note 2:** Relevant experience levels are defined as High School/, 9-12; Middle School, 6-8, Upper Elementary School, 3-5, Lower Elementary School, PK-2 and experience in the content areas.

**Note 3:** Certified personnel may not transfer from his or her school site unless he/she has served for 3 years at such site or upon permission from the principal at the designated school site.

a. Not later than March 1 of each school year nor later than August each school year, a list of known open positions to be filled shall be posted. Said list shall include, but not be limited to, teacher openings by either resignations, retirements, vacancies occurring as a result of second year approved leaves of absence or new positions.

Positions may be posted and filled at other times for positions in areas of certification that are difficult to fill. This determination will be mutually agreed upon by the Superintendent and Union President.

However, no decision to fill a vacancy from outside the bargaining unit shall result in the layoff of a bargaining unit member.

b. Notwithstanding the above, no teacher may choose an option which results in the non-renewal, termination, suspension or layoff of a teacher.

c. It is agreed that in an elementary school the least senior teacher at the grade level, or at the secondary level, the least senior teacher in the certification category of the position being eliminated in a building shall be the person to be transferred from the building should an involuntary transfer be necessary.

### **9.21.10 Extra Curricular Positions**

Extra-Curricular Positions shall be filled as follows:

Except for alternate requirements for federally or state funded positions, all extra-curricular positions shall be filled based upon the following criteria:

1. Experience (which does not include seniority) and skills appropriate to the vacancy notice.
2. Educational degrees, courses, and certificates appropriate to the vacancy notice.

3. Experience as a certified professional in the district.
4. Interview Performance. All eligible applicants will receive an interview.

Positions covered in this article will be filled by regularly appointed teachers in the East Providence School District. In the event the Administration decides that no candidate is acceptable to fill a vacant position, it may then fill from outside the bargaining unit.

Members will be notified in writing within 5 days of the selection of a candidate and their ranking. Preference shall be given to regularly appointed East Providence School District teachers. When two or more applicants finish and are equal, then seniority shall be the deciding factor.

### **9.21.11 Positions in Summer School, Evening School**

It is the goal of the Committee and the Association to fill each position with the most qualified individual.

The School Committee reserves the right to set compensation, hours and unless specifically set out in this section, all other conditions and terms of employment for all summer school and evening school positions and such are not subject to collective bargaining between the parties.

Vacancies shall be filled on the basis of qualifications as follows:

1. Experience (which does not include seniority) and skills appropriate to the vacancy notice.
2. Educational degrees, courses, and certificates appropriate to the vacancy notice.
3. Experience as a certified professional in the district.
4. Interview Performance. All eligible applicants will receive an interview.

Positions covered by the Article will be filled by regularly appointed teachers in the East Providence School System. In the event the Administration decides that no candidate is acceptable to fill a vacant position, it may then fill from outside the bargaining unit.

Members will be notified in writing within 5 days of the selection of a candidate and their ranking. Preference shall be given for regularly appointed East Providence School District teachers. When two or more applicants finish and are equal, then seniority shall be the deciding factor.

**9.21.12** Openings for positions which are the subject of this Article shall

be posted via East Providence School Department email at least seven (7) days before the deadline for applications.

## **9.22 Leaving the Building**

Teachers may be permitted to leave the school building during their preparation upon notification to the school principal. Teachers are not permitted to leave the school building during their common planning time.

## **9.23 Professionalism**

**9.23.1** The School Committee and the Association recognize the desirability of enhancing the image of teachers in the East Providence School System. To this end the Committee and the Association agree to the following:

Teachers shall make every effort to reflect a positive image to the students and the community by their dress.

## **9.24 Job Sharing**

The School Committee will establish a job-sharing clearing house for the purpose of matching individuals expressing an interest in the job sharing. Teachers shall receive notification of the clearing house along with the adopted procedures and deadlines.

Both the School Committee and the East Providence Education Association agree that the School Department will benefit by establishing an efficient job-sharing program for the East Providence School Department that supports student learning, the School Department's academic goals, and meets the needs of teachers who desire to job share. Therefore, effective for the 2003/2004 school year, job sharing shall be administered as follows:

- a. Teachers may not request to job share until they have at least three (3) years of teaching in the East Providence School Department.
- b. Teachers desiring a job share during the upcoming school year who apply in writing to the Director of Human Resources before February 1st must be considered for job sharing. Teachers who apply after February 1st may be considered for job sharing if approval is beneficial to the School Department.

c. Teachers desiring to job share may submit applications to Human Resources at any time. Such applications will be held in the Job Share Clearing House. The Director of Human Resources shall annually, but no later than March 1st of each year, review the job share applications in the Clearing House to determine whether or not pairs of teachers' certifications and current positions are compatible for job sharing. This information shall be shared with the East Providence Education Association and publicized to the East Providence Education Association membership.

d. Should the principal of an affected school feel the job share is not feasible, he/she shall report his/her decision and rationale to the Director of Human Resources. The Director of Human Resources shall confer with the principal, the teachers involved, and the President of the Association to gather information. The Director of Human Resources shall then refer the matter to the Deputy Superintendent or Superintendent for disposition, with the Director of Human Resources' recommendation.

e. Should the principal feel the job sharing is feasible, he/she shall, in conjunction with the teachers involved, prepare a detailed Job-Sharing Plan that will cover all aspects of teaching. Such plan shall be forwarded to the Director of Human Resources for referral to the Superintendent for approval.

f. If the Superintendent approves the Plan, he/she shall recommend approval to the School Committee.

### **9.24.1 Job Sharing Administration**

a. The job-sharing plan worked out between the two teachers and the principal must insure a continuity of instruction for the students. To this end, one plan book with separate notebooks for consistency of lesson plans shall be the norm.

b. Teachers who job share shall schedule weekly meetings after their school day to plan lessons and discuss student progress.

c. Both teachers in a job-sharing arrangement shall attend teacher orientation day, staff meetings, all parent conferences, and all mandatory meetings called by the Superintendent. Attendance at other required meetings shall be shared between the two teachers who are job sharing. The two teachers shall develop a schedule to cover and share the contents of these meetings with each other. Both teachers may attend meetings if they so choose.

d. Should unforeseen circumstances arise that render the job-sharing arrangement detrimental to the students involved, the job-sharing arrangement shall be terminated immediately or at a date selected by the Superintendent of Schools.

9.24.3 Both teachers who are approved to job share shall sign a copy of the above listed job share rights and responsibilities, as well as the job share plan created by the teachers and the principal.

9.24.4. Administration of job share arrangement entered into during school years prior to the 2003-2004 school year shall be controlled by the agreements and/or practices in place at the time.

### **9.24.2 Job Sharing Plan**

a. The job-sharing plan worked out between the two teachers and the principal must insure a continuity of instruction for the students. To this end, one plan book with separate notebooks for consistency of lesson plans shall be the norm.

b. Teachers who job share shall schedule weekly meetings after their school day to plan lessons and discuss student progress.

c. Both teachers in a job-sharing arrangement shall attend teacher orientation day, staff meetings, all parent conferences, and all mandatory meetings called by the Superintendent. Attendance at other required meetings shall be shared between the two teachers who are job sharing. The two teachers shall develop a schedule to cover and share the contents of these meetings with each other. Both teachers may attend meetings if they so choose.

d. Should unforeseen circumstances arise that render the job-sharing arrangement detrimental to the students involved, the job sharing arrangement shall be terminated immediately or at a date selected by the Superintendent of Schools.

**9.24.3** Both teachers who are approved to job share shall sign a copy of the above listed job share rights and responsibilities, as well as the job share plan created by the teachers and the principal.

**9.24.4** Administration of job share arrangement entered into during school years prior to the 2003-2004 school year shall be controlled by the agreements and/or practices in place at the time

## **9.25 Seniority, Layoff and Recall**

Seniority is defined as continuous employment from the date appointed by the School Committee or the date the teacher commenced work, whichever is earliest. Per diem substitute work shall be counted if continuous from the date work commenced. Starting in September 2000, seniority shall not accrue on full year leaves without pay.

### **9.25.1 Layoffs**

**9.25.1a** Layoffs shall first take place among the least senior teacher in the area of certification.

**9.25.1b** To prevent a layoff, a teacher may bump the least senior teacher in any area(s) of certification held by the teacher.

### **9.25.2 Recall**

**9.25.2a** When a position becomes available, the most senior teacher in the area of certification on the recall list shall be recalled.

**9.25.2b** Teachers hired prior to March 1 shall receive recall rights.

**9.25.2c** The Director of Human Resources shall notify the teacher of recall by certified mail.

The teacher shall respond within seven (7) days. Failure to accept recall will result in removal from the recall list.

**9.25.2d** Teachers will not lose recall rights if they refuse a position which is less time than the teaching load held at the time of layoff.

**9.25.2e** Teachers will not lose recall rights if they refuse a position of shorter duration than held at the time of layoff.

**9.25.2f** Less than full-time teachers will not lose recall rights if they refuse a full-time position.

**9.25.2g** When a position becomes available, it shall be posted consistent with Article IX. Transfers will be permitted so long as the transfer does not cause layoff or prevent recall.

### **9.25.3 Lottery**

If the initial seniority date is the same for two (2) or more teachers, seniority shall be determined by drawing lots. The lots shall be administered by the Assistant Superintendent of Human Resources and the Association President with the teacher drawing the lot. (If the teacher is not present, the Association President will draw the lot).

The initial lottery shall be held by November 1st or the first school day thereafter, and all subsequent lotteries on the first of each succeeding month, or the first school day thereafter.

### **9.25.4 Seniority List**

The official seniority list shall be maintained by the Assistant Superintendent for Human Resources who shall update the list and furnish two (2) copies to the Association President on December 1st. Each building shall be provided with two (2) copies of the Seniority List, and one (1) copy shall be placed in the library and the other in the Principal's office.

### **9.26 Administration's Designated Positions (ADP)**

Special Education teachers who accept employment after January 1, 2003, shall not be permitted to voluntarily transfer for the first three (3) years of employment. In addition, Administration's Designated Positions shall not be posted at the Job Fair. Upon written mutual agreement, the Superintendent and the Association may agree to exclude other positions from the voluntary transfer provision.

### **9.27 Mentoring**

A formal induction program shall be created with the objective of providing an induction coach for beginning teachers with no prior teaching experience.

### **9.28**

If administration has to discipline a teacher, it shall be done in a private manner and shall not be done in the presence of other employees or the public (except Union representation). Initial minor infractions or deficiencies shall be privately brought to the attention of the employee.



**ARTICLE X**  
**GRIEVANCE PROCEDURE**

**10.1 Purpose**

Good morale is maintained as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained will be construed as limiting the right of any individual having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this Agreement.

**10.2 Definition**

A “grievance” shall mean any complaint by a teacher or the Association that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, except that the term “grievance” shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Committee is without authority to act.

As “aggrieved person” is the person or persons making the claim.

A “party of interest” is the aggrieved person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

**10.3 Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. In the event a grievance is filed on or after June 1, which could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of appeals then said grievance shall be resolved in the new school term in September under the terms of this Agreement and this Article, not under the succeeding Agreement.

**STEP ONE** – An aggrieved person shall submit his/her grievance to the Association’s PR & R Committee for the purpose of information. The grievance will then be discussed with the aggrieved person’s principal or immediate supervisor with the objective of resolving the matter informally, at which time the aggrieved persons (1) may discuss the grievance personally, (2) may request that the Building Representative accompany him/her, or (3) may request that the Building Representative act in his/her behalf. Ten (10) school days after notification of the person’s principal or immediate supervisor, the aggrieved person may opt to skip Step One and proceed to Step Two. Provided, however, the grievance must be presented in writing to the principal no later than forty-five (45) school days from the time the employee knew or should reasonably have known of the action or event giving rise to the grievance, or it shall be deemed waived.

All communications at STEP ONE shall be oral. Before making final decision the immediate supervisor is encouraged to consult up the supervisory line, and the Building Representative is encouraged to consult up the Association Channel.

**STEP TWO** – If the teacher is not satisfied with the disposition of his/her grievance at STEP ONE, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may present his/her grievance in writing to the Principal. A hearing on such a grievance shall be held by the principal within five (5) school days of receipt of such written communication, to which the chairman of the PR & R Committee will be invited at which time the aggrieved person: (1) may discuss the grievance personally; (2) may request that the building representative accompany him/her; or (3) may request that the building representative act in his/her behalf. Within five (5) school days after the hearing, the principal shall render a decision in writing to the teacher. Copies of the decision will be sent to the Superintendent and the PR & R Committee.

**STEP THREE** – If the teacher is not satisfied with the disposition of his/her grievance at STEP TWO, he/she may file the grievance in writing with the Association’s PR & R Committee within five (5) school days

after the principal's written decision. If the PR & R Committee deems the appeal to be meritorious, it will appeal the decision of the principal to the Superintendent. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect.

It shall also state the names of all persons officially present at the prior hearing and such persons shall receive a copy of the appeal. Appeals to the Superintendent shall be heard within ten (10) school days of his/her receipt of the appeal. Written notice of the time and place of the hearing to the aggrieved teachers, the Chairman of the PR & R Committee and the principal previously involved in the grievance. Within ten (10) school days of hearing the appeal, the Superintendent shall communicate to the aggrieved teacher and all other parties officially present at the hearing his/her written decision, which shall include supporting reasons. A copy of the decision shall be sent to the Chairman of the PR & R Committee.

Any grievance based on a complaint that the employee has been placed in the wrong salary schedule or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated, shall be filed directly with the Supervisor of Accounts under the Superintendent of Schools. The Superintendent shall conduct a hearing on such grievance within fifteen (15) school days and shall render his/her decision in writing within ten (10) school days after concluding the hearing.

**STEP FOUR** – A grievance dispute which is not resolved at the level of the Superintendent under the grievance procedure herein may be submitted by the aggrieved employee or the Association as specified herein to an arbitrator for decision if it involves the application or interpretation of this Agreement, except that a grievance concerning any term of this Agreement involving Committee discretion or Committee policy may be submitted to an arbitrator for decision only if it is based on a complaint that such discretion or policy was applied discriminatorily, i.e., that it was applied in manner unreasonably inconsistent, with the general practice followed throughout the school system in similar circumstances.

Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the Grievance Procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one principal, and grievance involving an administrator above the building level, may be filed by the Association at Step 3.

The proceedings shall be initiated by filing with the Superintendent

and the Labor Relations Connection (or any other entity that the parties agree to) a notice of arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent of Schools under the Grievance Procedure or, where no decision has been issued in the circumstances described above, three (3) school days following the expiration of the fifteen (15) school day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.

Within ten (10) school days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the Labor Relations Connection (or other entity) by either party.

The parties will be bound by the Voluntary Labor Arbitration Rules of the Labor Relations Connection (or the American Arbitration Association) regardless of how the arbitrator is selected; except that neither the Committee nor the Association nor any grievant shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and it shall be binding upon all parties involved. However, he/she shall be without power and authority to make any decisions:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.

2. Involving Committee discretion or Committee policy under the provisions of this Agreement, except that he/she may decide in a particular case, involving Committee discretion or policy, or whether or not the Committee applied such discretion or policy discriminately, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances.

3. Limiting or interfering in any way with the powers, duties and responsibilities of the Committee, applicable law and rules and

regulations having the force and effect of law.

The costs for the services of the arbitrator will be borne equally by the Committee and the Association.

#### **10.4 General Provision as to Grievances and Arbitration**

The filing of pendency of any grievance under the provisions of this Article shall in no way operate or impede, delay or interfere with the right of the Committee to take action complained of, subject, however, to the final decision on the grievance.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without intervention or representation by the Association if the adjustment is not inconsistent with the terms of this Agreement; except that no grievance may be submitted to arbitration without the consent of, and representation by, the Association.

Any party in interest may be represented at all stages of the grievance procedure except arbitration by a person of his/her own choosing except that he/she may not be represented by a representative or an officer of any competing teacher organization. When a teacher is not represented by the Association, the Association shall have the right to present and to state its views at all stages except STEP ONE of the Grievance Procedure.

The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance provided, however, that if a teacher elects to pursue any legal or statutory remedy for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

Failure at any step of this procedure except STEP ONE to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time shall be deemed to be acceptance of the decision rendered at the step.

The time limits specified in any step of this procedure may be changed in any specific instance by mutual agreement.

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Forms for processing grievances will be jointly prepared by the Superintendent and the Association. The forms will be printed by the Committee and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

The Association agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of any arbitrator, and the Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance.

In the course of investigation of any grievance, representatives of the Association will report to the Principal of the building being visited and will state the purpose of the visit immediately upon arrival.

Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

If any member of the Association's PR & R Committee is a party in interest to any grievance, he/she shall not serve as the Association's grievance representative in the processing of such grievances.

It will be the practice of all parties in interest to process grievances after the regular workday or at any other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person, the Association, and the Committee to hold proceedings during regular working hours, the grievant and the appropriate Association representative will be released from assigned duties without loss of pay.

The Association shall appoint one (1) representative for each building who shall act in all grievance cases within his/her school. The Association agrees to furnish the Committee with the complete list of such representatives by December 1st of each year. The Association shall have the right to designate the same individual as its representative in one (1) or more schools, or to substitute a different representative for the one (1) originally designated as its representative for a particular school, provided such substitution is made in writing to all parties in interest.

No reprisals of any kind will be taken by the Committee or by any member of the Administration against any party in interest, or any School Representative in the grievance procedure by reason of such participation.

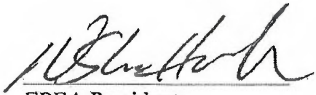
ARTICLE XI

DURATION


This will be a three (3) year Contract from November 1, 2023 through October 31, 2026.

Effective Date: November 1, 2023

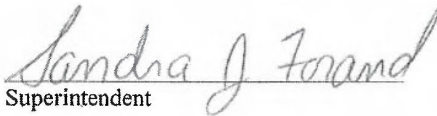
For the Association



EPEA President



School Committee



Superintendent

EPEA Negotiations Team

Joseph Barroso  
Deborah Brun  
Cristina Carlotti  
Michael Charves  
Alex Lucini, NEARI  
Michelle MacDonald  
Lynda Nelson  
Nick Shattuck, President EPEA  
Joel Swan  
Michael Silva  
Kelly Vasey

East Providence School Committee  
Negotiations Team

Sandra Forand, Superintendent  
Jessica Beauchaine, School Committee  
Celeste Bowler, Assistant Superintendent  
Craig Enos, Director of Finance  
Mark Williamson,  
Human Resource Manager  
Jenni Furtado, School Committee Chair  
Benjamin Scungio, Esq.  
Amanda Cascione, Esq.



**APPENDIX A**  
**SALARIES**

Basic Salary Schedule

	<u>Aug. 25, 2023</u>	<u>Nov. 1, 2023</u>	<u>Nov. 1, 2024</u>	<u>Nov. 1, 2025</u>
Step 1	\$44489	\$45944	\$46403	\$47099
Step 2	\$48150	\$48632	\$49118	\$49855
Step 3	\$51807	\$52325	\$52848	\$53641
Step 4	\$55467	\$56022	\$56582	\$57431
Step 5	\$59126	\$59717	\$60314	\$61219
Step 6	\$62788	\$63416	\$64050	\$65011
Step 7	\$66445	\$67109	\$67781	\$68797
Step 8	\$70107	\$70808	\$71516	\$72589
Step 9	\$73765	\$73765	\$73,765	\$74065
Step 10	\$80073	\$80073	\$80073	\$80073
Step 11	\$83573	\$84409	\$85253	\$86532
Step 12	\$87073	\$89250	\$91481	\$94000

\*\*Step increases are effective at the beginning of each SY. Salary increases are effective on November 1 of each SY.

**Educational Increments**

	November 1, 2023	August 2024*	August 2025*
Masters	\$2950	\$3450	\$3950
CAGS	\$3050	\$3550	\$4050
Doctorate	\$3219	\$3719	\$4219

\*In years two and three of the CBA all advanced degree stipends will take place in the first pay-cycle of the 24/25 and 25/26 school year, respectively.

**Length of Service 2023-2024**

15-20	\$1400
21-25	\$1800
26 years and up	\$1900

**Length of Service 2024-2025**

15-20	\$1600
21-25	\$2000
26 years and up	\$2100

### **Length of Service 2025-2026**

15-20	\$1825
21-25	\$2225
26 years and up	\$2325

Length of Service payments will start in the beginning of the school year, in the first year of the bands list above (e.g. in the beginning of year 16...).

For the purposes of the length of service, a school year will be 135 days of service.

\* Bachelor's Degree Plus 30 Hours: \$815.00.

There is no progression to this degree lane. Current employees who receive this stipend will continue to do so.

Master's Degree Plus 30 Hours (30 Hours earned after securing of Master's Degree): \$1,450.00

There is no progression to this degree lane. Current employees who receive this stipend will continue to do so.

CAGS Plus 30 Hours: \$1,904.00.

There is no progression to this degree lane. Current employees who receive this stipend will continue to do so.

## **APPENDIX B – Incentives**

### **1. Incentive Plan – Advanced Degrees**

All teachers doing graduate work on a formal program for a Master's Degree, 6th Year Diploma (C.A.G.S.) or Doctorate at any accepted institution or work towards National Teacher Certification shall receive nine hundred twenty-one dollars (\$921).

Positions under Appendices C through I shall be appointed on an annual basis. No member of the bargaining unit shall be removed except for just cause.

## **2. Certification Needs**

The School Committee will establish a list of its present and, if known, future certification needs. Said list will be shared with the Association annually.

## **3. National Teacher Certification**

Teachers who have achieved National Teacher Certification shall receive two thousand one hundred fifty-three dollars (\$2,153).

## **4. Chaperones Secondary Schools**

Teachers requested by the Principal to serve as Chaperones for away from home athletic activities or music activities will be paid fifty dollars (\$50.00). This payment shall include travel time, providing he/she is not receiving any other payment for the activity involved. On overnight trips, the teachers shall be paid for actual time worked. All such requests must have prior approval of the Superintendent of Schools.

## **5. Elementary 11/1/2009**

Just Say No (8) 393

Safety Patrol-Teachers who supervise safety patrols shall be paid as follows:

1. Schools with less than 500 students: 818
2. Schools with more than 500 students: 963

Principals shall not be eligible for this payment.

## **6. Summer School**

Each teacher who works in the secondary summer school shall be paid forty-two dollars (\$42.00) per hour.

## **7. Adult Education**

Each teacher who works in the Adult Education School (Monday and/or Tuesday evenings) shall be paid at the rate of fifty-six dollars and thirty-seven cents (\$56.37) per two-hour class.

## **8. Athletic Personnel**

The Athletic Director will be:

1. Directly responsible to the Superintendent
2. Evaluated by the Superintendent

Upon vacancy in the Athletic Director's position, it shall be removed from the collective bargaining unit.

Once the position comes out of the bargaining unit, any future Athletic Director who is hired to the position from a collective bargaining unit position shall have the option to return to the unit as a certified teacher and his/her seniority shall be restored if he/she resigns or is removed from the Athletic Director position.

Athletic Personnel shall receive coaching payments within fifteen (15) days of the completion of the season and all related duties. The Athletic Director shall sign that all requirements have been completed by said athletic personnel and the fifteen (15) days shall be calculated from said date of his signature.

<b>Athletic Director</b>	\$7,000
<b>Assistant Athletic Director</b>	\$3,300
<b>Assistant Athletic Director</b>	\$3,300
<b>Baseball - High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
Freshman Coach	\$2,095
<b>Basketball – Boys High School</b>	
Head Coach	\$4,505
Assistant Coach	\$2,775
Freshman Coach	\$2,775
<b>Basketball – Girls High School</b>	
Head Coach	\$4,505
Assistant Coach	\$2,775
<b>Cheerleaders – Girls High School</b>	
Head Coach	\$995
Competition Coach – High School	\$2,775
<b>Football – High School</b>	
Head Coach	\$5,337
Assistant Coach	\$3,129
Assistant Coach	\$3,129
Assistant Coach	\$3,129
Assistant Coach	\$3,129
Freshman Football Head Coach	\$3,129
Assistant Freshman Coach	\$2,095

<b>Hockey</b>	
Head Coach	\$4,505
Assistant Coach	\$1,600
<b>Soccer – Boys High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Soccer – Girls High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Softball – Girls High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Special Olympics - High School</b>	
Head Coach	\$675
Assistant Coach	\$338
<b>Swimming - High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Tennis – Boys High School</b>	
Head Coach	\$3,000
<b>Tennis – Girls High School</b>	
Head Coach	\$3,000
<b>Track - High School</b>	
Cross Country - Boys	
Head Coach	\$3,000
Assistant Coach	\$2,095

<b>Cross Country – Girls</b>	
Head Coach	\$3,000
Assistant Coach	\$2,095
<b>Indoor Boys</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Indoor Girls</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Outdoor Boys</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Outdoor Girls</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Volleyball – Boys High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Volleyball – Girls High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Wrestling - High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Lacrosse – Boys High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095

<b>Lacrosse – Girls High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Golf - High School</b>	
Head Coach	\$2,415
<b>Unified Sports</b>	
Volleyball	\$1,000
Basketball	\$1,000

### Middle School Athletics

<b>Boys Soccer</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Girls Soccer</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Cross Country</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Boys Basketball</b>	
Martin	\$2,719
Riverside	\$2,719
<b>Girls Basketball</b>	
Martin	\$2,719
Riverside	\$2,719



<b>Wrestling</b>	
Martin	\$2,719
Riverside	\$2,719
<b>Baseball</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Softball</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Boys Track</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Girls Track</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Unified Sport</b>	
Martin	\$1,000
Riverside	\$1,000

**APPENDIX C**  
**Compensation for Extra-Curricular Activities**

\*If mutually agreed upon by the Union President and Administration a stipend can be split between two people\*

Each Stipend will increase at the rate of \$100.00 in year 2 and 3 of the CBA respectively.

All stipend increases will be reflected at the beginning of each school year.

<b>High School</b>	
Yearbook Advisor	\$2700
Annual Musical Director	\$2700
Newspaper	\$1500
Freshman Class Advisor	\$1440
Sophomore Class Advisor	\$1440
Junior Class Advisor	\$1550
Senior Class Advisor	\$1550
Student Council	\$1550
Choral Group	\$1800
Band Director	\$2350
Assistant Band Director	\$1500
Marching Band Director High School	\$2000
Assistant Marching Band Director HS	\$1250
International Club	\$1250
French Club	\$1250
Portuguese Club	\$1250
Spanish Club	\$1250
DECA	\$1550
Young Democrats	\$1250
Young Republicans	\$1250
GSA	\$1250
National Honors Society and R.I. Honors Society	\$1250
Flag Corp	\$1250
Skills USA	\$1250
The Herd	\$1250
Video Game Club	\$1250
Chess Club	\$1250
Youth Alive	\$1250
Photography	\$1250
Art Club	
Audio Visual Club	\$1250

Fashion Club	\$1250
Tri-M Honors Society	\$750
SHOUT Club	\$1250
<b>Middle School</b>	
Choral Groups	\$1300
Choral Groups	\$1300
Newspaper	\$1000
Newspaper	\$1000
Yearbook Advisor	\$1250
Yearbook Advisor	\$1250
Band Director	\$1300
Band Director	\$1300
Student Council	\$1250
Student Council	\$1250
National Junior Honor Society	\$1250
Robotics	\$1000
Clubs – four (4) approved clubs in Middle Schools (2) (to be divided equally among the four approved clubs)	
Club – Martin	
Club – Martin	
Club – Riverside	
Club - Riverside	\$600 each
Annual Dramatics/Musical	\$1650
Annual Dramatics/Musical	\$1650
Elementary Clubs: up to (4) approved clubs at each elementary school per year.	\$804 each

APPENDIX D  
ACADEMIC AND SCHOOL SUPPORT STIPENDS

Position	Grade Level	Ex t r a Days	Stipend
Instructional Coach	Elementary	20 days	\$7,000
Instructional Coach	Elementary	20 days	\$7,000
Instructional Coach	Elementary	20 days	\$7,000

Instructional Coach	Elementary	20 days	\$7,000
PK Special Ed Coordinator	PK	20 days	\$7,000

PBGR Coordinator	9-12	20 days	\$7,000
Nurse Coordinator	PK-12	20 days	\$7,000
HS Deans	9-12	20 days	\$7,000
HS Deans	9-12	20 days	\$7,000
HS Deans	9-12	20 days	\$7,000
MS Dean	6-8	20 days	\$7,000
MS Dean	6-8	20 days	\$7,000
Elementary Dean (7)	PK-5	20 days	\$7,000

Note: Extra days can be completed during any school vacation and/or break including but not limited to time after the contractual end day with building or central administration approval.

Note: If the district determines it will return to an assistant principal model, the Dean positions will be removed from the CBA and any management or administrative duties shall return to the Administration.

## DEPARTMENT HEADS

### HIGH SCHOOL DEPARTMENT HEADS

\*At the beginning of SY – 2024/2025 and SY – 2025/2026 increase of \$200.00 per lane for each department head

Size of Department	Nov 1 2023	A u g 2024*	A u g 2025*	Teaching	Prep Time
1-5 Teachers	\$3420	\$3620	\$3820	2/5	1 Prep and 2 dept. supervision
6-10 Teachers	\$3694	\$3894	\$4094	2/5	1 Prep and 2 dept. supervision
11-15 Teachers	\$3967	\$4167	\$4367	2/5	1 Prep and 2 dept. supervision
16-20 Teachers	\$4241	\$4441	\$4641	2/5	1 Prep and 2 dept. supervision

21-25 Teachers	\$4514	\$4641	\$4841	2/5	1 Prep and 2 dept. supervision
26 plus Teachers	\$4788	\$4988	\$5188	2/5	1 Prep and 2 dept. supervision

### High School Department Heads Stipends

Department	Stipend
Business	\$3,294
Foreign Language	\$3,567
English	\$3,567
Fine Arts (Music and Art)	\$3,294
Math	\$3,567
Social Studies	\$3,567
Science	\$3,567
Special Education	\$3,841
Physical Education	\$3,567

**Note:** The stipend is based on the number of teachers in the department and could change during the life of the contract.

All teachers presently without Department Heads at the high school shall be assigned to a department with a department head.

All middle schools shall have Department Coordinators for Math, English, Social Studies, Science, School Counselors and Special Education. Special area Department Coordinators shall be created as needed at the discretion of the Superintendent.

### MIDDLE SCHOOL COORDINATORS

# of Teachers	Teaching	Prep Time
1 through 5	4/5	1 Prep and 1 dept. supervision
6 through 10	4/5	1 Prep and 1 dept. supervision
11 through 15	4/5	1 Prep and 1 dept. supervision
16 through 20	4/5	1 Prep and 1 dept. supervision

<b>Middle School Coordinators</b>	<b>Stipend</b>
Math, Science, Social Studies, English, Guidance, and Special Education	\$3,500
Beginning of SY 2024/2025	\$3700.00
Beginning of SY 2025/2026	\$3900.00

### **SCHOOL COUNSELORS**

Location	Days	Stipend
High School	6	Per diem based on 183 days of current salary
Middle School	4	Per diem based on 183 days of current salary

#### **9. Supplementary Benefits Based on Length of Service in East Providence**

1. Last year of service before retirement after at least thirty (30) years of teaching service, twenty-five years of that in East Providence, three thousand four hundred seventy-two dollars (\$3,472) in last year of service; November to June providing the Superintendent is notified no later than January 15th in the school year of the retirement contingent upon the teacher completing the school year.

Said payment of supplementary benefits shall not be made to any teacher who has served as an “In-Service Facilitator” during his/her career.

#### **10. Teacher of Special Education**

Teachers of Special Education, including speech therapists, teachers of emotionally-disturbed students, and school psychologists, who are fully certified for the position, shall receive three hundred ninety-seven dollars (\$397).

Effective November 1, 1982 newly hired and/or newly assigned teachers certified in the above areas shall not be eligible for this stipend.

## **11. Special Subject Teachers in the Elementary School**

Members of the bargaining unit who travel to more than one (1) school per day shall be reimbursed at the mileage rate set by the Internal Revenue Service each year and in accordance with the Superintendent's study as of May 1980.

## **12. Home Teachers**

All home teachers shall be paid at the rate of forty-two (\$42.00) dollars per hour.

1. Home teacher positions shall first be offered to the classroom teacher.
2. Should the classroom teacher not accept the assignment, the position shall be offered to teachers in the building from a pre-designated volunteer list arranged alphabetically.
3. Should no teacher in the building accept the assignment, the position shall then be offered to other members of the bargaining unit from a pre-designated volunteer list arranged alphabetically.
4. Should no member of the bargaining unit accept the assignment, the position shall then be offered to other certified teachers.
5. In the event that a teacher wishes to participate after the pre-designated volunteer list of teachers in a building has been established, the teacher will be placed at the bottom of the school's list for the remainder of the school year.

## **13. In-Service Facilitator**

1. Teachers with twenty (20) years in East Providence shall be eligible to elect once during the remainder of his/her career to be an in-service facilitator for a school year.
2. Such teachers shall notify the Superintendent of his/her intention to become a facilitator by October 1 and during the first semester of the school year develop an outline for presentation drawing upon his/her own experience and literature in the field of education. Such presentation shall be delivered to faculty as part of the in-service training program during the second semester at a time designated by the Superintendent. A written synopsis of the presentation shall also be filed with the Superintendent for use in other teacher training programs.

3. The pay for said position shall be twenty-five hundred dollars (\$2,500).

4. The School Committee and the Association recognize that this program is designed to further the goals set forth by the Governor's 1991 Task Force in its report "To Improve Education in Rhode Island by the Year 1991", by making teachers feel "more valued as they put their experience and training to further use" and by increasing the "status, recognition and salary" of experienced teachers. The parties agree to fully cooperate toward achieving these ends.

5. The following exceptions to the In-service Facilitator apply only to those teachers employed during the 1991-1992 year:

a. Any teachers who terminates employment prior to eligibility for the In-service Facilitator will receive the actual amount of deferment.

b. Teachers who meet the contractual requirements for In-service Facilitator are eligible to receive an additional \$1,000.

Any teacher who has accessed his/her deferred monies is limited to twenty-five hundred dollars (\$2,500).

#### **14. After-School Science Labs**

All after-school science lab teachers shall be paid thirty-nine dollars and twenty-eight cents (\$39.28) per science lab.

#### **15. School/District Site Managers for State Testing**

Members of the bargaining unit who are designated by the Principal to coordinate State Testing shall be paid an annual stipend of seven hundred forty-six dollars (\$746.00).

#### **16. Multi-Tiered System of Support (MTSS)**

MTSS members shall be paid an annual stipend of three hundred dollars (\$300.00) during their training year and five hundred dollars (\$500.00) per year after training and MTSS has been implemented. The MTSS Specialist will receive an annual stipend of seven hundred (\$700.00) per year. There will be no more than seven (7) MTSS members per building.

All extracurricular positions and stipend positions will be posted when a vacancy occurs subject to any federal grant/Title I requirements



regarding selection and compensation. The administration will share such requirements with the Union in advance of the posting.

## **The Weingarten Right**

### **The Right to a Shop Steward in Disciplinary Proceedings**

One of the Fundamental rights of collective bargaining is that an employee on request may have a shop steward present if the employee is questioned by the employer about a matter that could lead to disciplinary action against the employee. The right to a steward is a Section 7 right of concerted activity protected by Section 8(a) (1). This is commonly called the Weingarten right, after the Supreme Court decision upholding the Board ruling establishing the basic principal. However, the employee must ask for the steward. The employer has no obligations to tell an employee of the right before questioning begins.


## **Right to a Safe School State Law 16-2-17**

Each student, staff member, teacher and administrator has a right to attend and/or work at a school which is safe and secure, and which is conducive to learning and which is free from the threat, actual or implied, of physical harm by a disruptive student. A disruptive student is a person who is subject to compulsory school attendance who exhibits persistent conduct which substantially impedes the ability of other students to learn or otherwise substantially interferes with the rights stated above, and who has failed to respond to corrective and rehabilitative measures presented by staff, teachers or administrators.

# Exhibit 1

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


East Providence Schools - #00000101 - 0001  
Coverage Period: 09/01/2023 - 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](http://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:
<b>What is the overall deductible?</b>	For In Network providers <b>\$250</b> for an individual plan / <b>\$500</b> for a family plan. For Out-of-Network providers <b>\$250</b> for an individual plan / <b>\$500</b> 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> .
<b>Are there services covered before you meet your deductible?</b>	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 <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
<b>Are there other deductibles for specific services?</b>	No	You don't have to meet deductible for specific services.
<b>What is the out-of-pocket limit for this plan?</b>	For In Network providers <b>\$6350</b> for an individual plan / <b>\$12700</b> for a family plan. For Out-of-Network providers <b>\$6350</b> for an individual plan / <b>\$12700</b> 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.
<b>What is not included in the out-of-pocket limit?</b>	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> .
<b>Will you pay less if you use a network provider?</b>	Yes. See <a href="http://www.BCBSRI.com">www.BCBSRI.com</a> 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.
<b>Do you need a referral to see a specialist?</b>	No	You can see the <u>specialist</u> you choose without a referral.

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 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	\$15 copay; deductible does not apply per visit	\$15 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	\$15 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 <a href="http://www.BCBSRI.com/providers/policies">www.BCBSRI.com/providers/policies</a>
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	
If you need drugs to treat your illness or condition  More information about <u>prescription drug coverage</u> is available at <a href="http://www.Caremark.com">www.Caremark.com</a>	Tier 1 generic drugs	\$5 copay (Retail); \$10 copay (Mail Order); deductible does not apply	Not Covered	CVS Health administers the Pharmacy benefit. All specialty and some non-specialty medications require a Prior Authorization before being dispensed. Frequency of fills are as follows: 30 days for retail; 90 days for mail; 30 days for Specialty. Infertility drugs: 20% coinsurance; deductible does not apply
	Tier 2 preferred brand name drugs	\$20 copay (Retail); \$40 copay (Mail Order); deductible does not apply	Not Covered	
	Tier 3 non-preferred brand name drugs	\$20 copay (Retail); \$40 copay (Mail Order); deductible does not apply	Not Covered	

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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)	
	Tier 4 specialty prescription drugs	\$0 copay with PrudentRx Program OR 30% Coinsurance (CVS Specialty Pharmacy only); deductible does not apply	Not Covered	Specialty medications are required to be filled through CVS Specialty Mail Order Pharmacy or at a retail CVS/pharmacy. 30% Coinsurance only applies if opting out of PrudentRx Program.
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.
If you need immediate medical attention	Emergency room care	\$50 copay; deductible does not apply per visit	\$50 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	\$15 copay; deductible does not apply per urgent care center visit	\$15 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.

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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)	
	Inpatient services	No Charge	20% coinsurance	
If you are pregnant	Office visits	\$15 copay; deductible does not apply per visit	\$15 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	
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	\$15 copay; deductible does not apply per visit	\$15 copay plus 20% coinsurance per visit	Limited to one routine eye exam per year.
	Children's glasses	100% of provider charge; deductible does not apply	100% of provider charge; deductible does not apply	Limited to \$50 per member age 0 - 18 per occurrence/\$50 per member age 19 and over per year for prescription glasses (frames and/or lenses) or contact lenses
	Children's dental check-up	Not Covered	Not Covered	None

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**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    | • Long-term care         | • Weight loss programs                                   |
| • Dental care (Adult) |                          |  |

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

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

**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 HealthInquiry@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.ccoio.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](http://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](http://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 HealthInquiry@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 a'ohwul ninisingo, kwijigo hoine' 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)

■ The plan's overall deductible	\$250
■ Specialist copayment	\$15
■ Hospital (facility) coinsurance	No Charge
■ Other coinsurance	20%

**This EXAMPLE event includes services like:**

Specialist office visits (prenatal care)  
Childbirth/Delivery Professional Services  
Childbirth/Delivery Services  
Diagnostic tests (ultrasounds and blood work)  
Specialist visit (anesthesia)

<b>Total Example Cost</b>	<b>\$12,700</b>
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$250
Copayments	\$30
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$340</b>

**Managing Joe's type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$250
■ Specialist copayment	\$15
■ Hospital (facility) coinsurance	No Charge
■ Other coinsurance	20%

**This EXAMPLE event includes services like:**

Primary care physician office visits (including disease education)  
Diagnostic tests (blood work)  
Prescription drugs  
Durable medical equipment (glucose meter)

<b>Total Example Cost</b>	<b>\$5,600</b>
---------------------------	----------------

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$250
Copayments	\$570
Coinsurance	\$110
What isn't covered	
Limits or exclusions	\$20
<b>The total Joe would pay is</b>	<b>\$950</b>

**Mia's Simple Fracture**  
(in-network emergency room visit and follow up care)

■ The plan's overall deductible	\$250
■ Specialist copayment	\$15
■ Hospital (facility) coinsurance	No Charge
■ Other coinsurance	20%

**This EXAMPLE event includes services like:**

Emergency room care (including medical supplies)  
Diagnostic test (x-ray)  
Durable medical equipment (crutches)  
Rehabilitation services (physical therapy)

<b>Total Example Cost</b>	<b>\$2,800</b>
---------------------------	----------------

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$250
Copayments	\$110
Coinsurance	\$70
What isn't covered	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$430</b>

The plan would be responsible for the other costs of these EXAMPLE covered services.

# PrudentRx

Save Money on Your Specialty Medications

## Pay \$0 with The PrudentRx Copay Program

Your CVS/Caremark prescription benefit plan is collaborating with PrudentRx to offer a Program that can save you money and reduce your out-of-pocket cost for covered specialty medications.

The PrudentRx Copay Program allows you to get any of your covered specialty medications that are on your Plan's Exclusive Specialty Drug List, for \$0 out-of-pocket.

Since this Program does not align with IRS regulations, it is not available to members enrolled in a BlueSolutions High Deductible Health Plan for HSA/HRA UNLESS the benefit plan includes post-deductible prescription copays.

*If you choose to opt-out of the Program, you will be responsible for 30% of the cost of your specialty medications.*

## How to Enroll in The PrudentRx Program

- If you are currently taking a specialty medication, you will receive a letter with instructions to call PrudentRx to register for any copay assistance available from drug manufacturers.
- It is essential to speak with a PrudentRx Advocate to complete enrollment to avoid being opted out of the Program.



501 WAMPANOG TRAIL, SUITE 301, EAST PROVIDENCE, RI 02915 TEL: 401-438-6511 FAX: 401-438-6990 WWW.RITRUST.COM

RHODE ISLAND INTERLODIAL  
 **The Trust**  
RISK MANAGEMENT GROUP

# PrudentRx FAQs

Learn More About this Added Benefit

## HOW WILL THE PrudentRx COPAY PROGRAM BENEFIT ME?

The PrudentRx Program, in coordination with The Trust, is making it possible to get your specialty medications for \$0 out-of-pocket cost for any covered specialty medication when you fill your prescription at CVS Specialty Pharmacy.

## WHAT ARE SPECIALTY MEDICATIONS AND WHAT DO THEY COST?

There are over 400 specialty medications available today and that number is rapidly growing. Specialty medications can typically cost several hundred dollars or more on a monthly basis, as they may require unique methods of administration such as injections, infusions, or nebulizers.

## WHAT IS THE ROLE OF CVS SPECIALTY PHARMACY?

Specialty Pharmacies like CVS Specialty help the patient simplify the sometimes complex process of accessing and utilizing specialty medications. CVS Specialty has a unique combination of coordinated care and increased access for members, enhanced utilization management practices, and consultative, customized support for members.

## HOW DO MY PLAN AND THE SPECIALTY PHARMACY WORK TOGETHER TO LOWER MY SPECIALTY DRUG COSTS?

The Trust has partnered with PrudentRx to reduce specialty costs through an innovative copay plan design strategy. PrudentRx is integrated with CVS Specialty Pharmacy operations as a third party to ensure a seamless, premium member experience for our Members. PrudentRx will work with you and the drug manufacturer to get copay card assistance when available and will assist you when copay cards need renewal. Even if your specialty medication has no copay card, your out-of-pocket cost will be \$0 as long as you are enrolled in the PrudentRx Program.

## HOW DO I ENROLL IN THE PROGRAM?

If you are currently taking a specialty medication, you will receive a letter with instructions to call PrudentRx to register for any copay assistance available from drug manufacturers. It is essential that you speak with a PrudentRx Advocate to complete enrollment to avoid being opted out of the Program.

## WHAT HAPPENS IF I FAIL TO CONTACT A PrudentRx ADVOCATE?

If you do not contact the PrudentRx Member Advocate team, they will reach out to you via telephone. If you do not answer or return the call and enroll in any applicable copay card assistance program as required by the manufacturer, you will be responsible for 30% of the cost of your specialty medication.

## WHAT NUMBER DO I CALL TO REACH A PrudentRx MEMBER ADVOCATE?

1-800-578-4403 • Monday - Friday 8am - 8pm EST  
English & Spanish available. Language line available for other languages.

## WHAT IF I DECIDE NOT TO BE ENROLLED IN THE PROGRAM?

If you do not want to be enrolled in the Program, or if you do not confirm that you are enrolled in any copay assistance as required by a manufacturer, you will be responsible for 30% of the cost of specialty medications that are eligible for The PrudentRx Copay Program. You may still use available copay cards or manufacturer assistance for these medications; however, those dollars will not be applied toward your annual deductible, if applicable, or Maximum Out-of-Pocket.

## DOES THIS APPLY TO ALL BENEFIT PLAN DESIGNS?

No. The PrudentRx Program is not available for BlueSolutions High Deductible Health Plans for HSA/HRA UNLESS the benefit plan includes post-deductible prescription copays.

501 WAMPANOAIG TRAIL, SUITE 301, EAST PROVIDENCE, RI 02915 TEL: 401-438-6511 FAX: 401-438-6990 WWW.TRUST.COM

200209

RHODE ISLAND INTERLOCK  
 **The Trust**  
RISK MANAGEMENT TRUST

## Vision Eyewear Program:

With the Vision Eyewear Program, you can receive reimbursement up to a **maximum of \$50 per calendar year** toward the purchase of prescription eyeglasses (lenses and/or frames) and contact lenses.

To receive reimbursement under the Vision Eyewear Program, simply follow the steps below:



- Pay for the prescription glasses and/or contact lenses
- Make a copy of your detailed receipt and write your member identification number on it
- Mail your receipt to the following address:

**Blue Cross & Blue Shield of Rhode Island  
Claims Department  
500 Exchange Street  
Providence, RI 02903-2699**

*\* Keep copy for your records - if you do not receive the reimbursement within 3 weeks, resend it.*

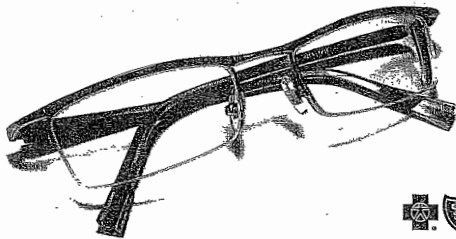
For more information or if you have questions, please call our Customer Service Department at the appropriate number below:

Customer Service for BlueCHIP plans:

**(401) 274-3500 or 1-800-564-0888**

Customer Service for all other BCBSRI plans:

**(401) 459-5000 or 1-800-639-2227**



**Blue Cross  
Blue Shield  
of Rhode Island**

[www.BCBSRI.com](http://www.BCBSRI.com)

500 Exchange Street • Providence, RI 02903-2699  
Blue Cross & Blue Shield of Rhode Island is an Independent Member  
of the Blue Cross and Blue Shield Association.

0070 5/16/757



## EAST PROVIDENCE SCHOOL DEPARTMENT

Group Number: 5885-0211, 0212, 0213, 0214, 0215

Delta Dental PPO Plus Premier™

**Annual Maximum**  
\$1,200

**Elective Orthodontic Lifetime Maximum**  
\$1,200

**Maximum Lifetime Cap**  
Unlimited

**Carry Over Max:** \$250  
**In Network Bonus:** \$100  
**Carry Over Limit:** \$1000

**Deductible**  
Individual \$0  
Family \$0

**Dependent Coverage**  
Dependent children are covered under these benefits up until the end of the year that they turn 19. Dependent children who are students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 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. A panoramic film is a benefit for individuals ages 6 and older.
- Single x-rays as required
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers once per lifetime for lost deciduous (baby) teeth
- 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.
- P** • Crowns over natural teeth, build ups, posts and cores replacement limited to once every 60 months
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasing or relining of partial or complete dentures once every 60 months

**Plan pays 50%; Member Coinsurance 50%**

- 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
- Periodontal maintenance following active therapy two per year

**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/e](http://www.deltadentalri.com/e). 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](http://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](http://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](http://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.

## Introducing: The *Maximum Carry Over Provision*

To get the most out of your benefits, we encourage you to take advantage of the preventive care services covered under your plan. In addition to good oral health habits, regular dental check-ups are the best way to maintain healthy teeth and gums.

As further incentive for you to receive regular dental care, we now offer an annual Maximum Carry Over Provision as part of your dental benefit program.

This unique benefit allows you to "carry over" unused portions of your annual maximum to the following Plan Year, provided you use your preventive care benefits. You are eligible to carry over up to \$350\* annually of the unused portion of your annual maximum (up to the calendar year maximum benefit).

**Important Note:** Orthodontic benefits are excluded from this program. If you have any questions regarding the benefits covered under your dental plan, please contact your Human Resources Department.

### Who is eligible for Maximum Carry Over?

- You and any of your dependents enrolled in an individual calendar year are eligible for the Annual Maximum Carry Over Provision.
- You must have a preventive care visit during the year to qualify for a carry over. The total claim activity can not exceed the paid claims threshold during the benefit year.

Below is an example of Maximum Carry Over benefits for a member enrolled in a \$ , 00 annual maximum plan:

Annual Maximum	Claim Threshold	Annual Carry Over	Carry Over Bonus	Carry Over Limit
\$ ,	\$500	\$250	\$100	\$ ,

\*A bonus is available for members who receive services exclusively from a participating dentist.

The above chart depicts an employee who has a \$ , 00 annual maximum dental plan. Having received at least one preventive visit during the year, this employee is eligible to carry over \$250 to the following year. Because the employee received treatment from a participating dentist, they are eligible for a Carry Over bonus of \$100.

### NOTICE OF NONDISCRIMINATION AND ACCESSIBILITY POLICY

Delta Dental of Rhode Island does not discriminate on the basis of race, color, national origin, sex, disability or any other characteristic prohibited by applicable federal, state or local laws. Delta Dental of Rhode Island also does not discriminate in providing services to individuals with disabilities. For more information, please contact Delta Dental of Rhode Island at 1-800-451-1999.

CALL TOLL-FREE TODAY! 1-800-451-1834

# EMPLOYEE ASSISTANCE PROGRAM

The AllOne Health Employee Assistance Program (EAP) provides you and your family members with free and confidential help for any kind of problem that affects your life or your work.

Your EAP can help with issues such as:

- Emotional or Stress Related Problems
- Marital or Family Problems
- Financial and Legal Difficulties
- Drug or Alcohol Abuse
- Problems Related to Work
- Balancing Work/Life Situations

Services Also Include:

- Life Coaching
- Medical Advocacy
- Work/Life Info and Referral
- Personal Assistant

Access our BRAND NEW work/life app by visiting [www.mylifeexpert.com](http://www.mylifeexpert.com)

Use Code: epschools



There's an App for that

**ALLONE**  
HEALTH

WELL-BEING. DONE WELL.

## Exhibit 2

TO: To all employees receiving health care coverage through the East Providence School Department

### RE: WELLNESS INCENTIVE INITIATIVE CONTINUATION

\$250 deductible reimbursement (individual)

Up to \$500 deductible reimbursement (family)

The East Providence School Department in conjunction with Blue Cross & Blue Shield of Rhode Island (BCBSRI) are proud to announce the continuation of a wellness initiative that provides our employees with the tools needed to take action, make informed health decisions, and provide the opportunity to earn a contribution towards their deductible!

#### Time frame and requirements to be eligible for deductible reimbursements:

*Must fulfill both  
Requirements  
Year prior to  
reimbursement*

- Annual well visit must be completed between January 1, and December 31,
- Online Health Assessment must be completed between January 1, and December 31,

To participate, employees on an individual plan must complete a well visit and an online Health Assessment (HA) to qualify for a \$250 deductible reimbursement paid by the City of East Providence. The deductible reimbursement will be paid between January 1, and December 31, only after the employee has paid \$500 of their deductible in the current year and met both requirements in the prior year.

For employees on a family plan, the employee must complete a well visit and online Health Assessment (HA) to qualify for a \$500 deductible reimbursement paid by the City of East Providence. The deductible reimbursement will be paid between January 1, and December 31, only after the employee has paid \$1000 of their deductible in the current year and met both requirements in the prior year.

If the deductible is not reached by the employee in the year said, the deductible reimbursement will not carry to the following year.

Taking charge of your own health is important to you and your future.

Benefits Office



# Health Matters WELLNESS PORTAL

The Health Matters Portal is your one-stop shop for all things wellness.

## REGISTERING IS EASY

- 1 Go to [www.RITRUST.com](http://www.RITRUST.com).
- 2 Click on the Health Matters Portal
- 3 Fill out the form and use the passcode “healthmatters” to register.

\* In order to participate in Health Matters programs, you need to register in advance via the portal. This helps The Trust to communicate cancellations, venue changes and other important updates. It also provides The Trust and its vendors with accurate participation numbers so that we are able to adequately plan and prepare.

\* All personal information collected during registration is strictly confidential and not shared.



If you have questions, or are having problems logging onto the Portal, please contact Alexandra Fiore at [afiore@ritrust.com](mailto:afiore@ritrust.com) or (401) 438-6511 ext. 547.

RIHODE ISLAND INTERNATIONAL  
 The Trust  
RISK MANAGEMENT TOOLS



# WELLNESS PORTAL

YOUR ONE STOP SHOP FOR ALL THINGS WELLNESS

[www.ritrust.com](http://www.ritrust.com)

## Classes & Events



A calendar of upcoming Health Matters events that allows you reserve your spot so you don't miss out.

## Wellness Challenges



Participate in fun, self-directed wellness challenges. Log in each day to track your progress or compete against your coworkers.

## Tracker



Track your activity, health values, nutrition stats, and more. Log the values manually or sync with your wearable device.

## Health Assessment



An online questionnaire that provides a snapshot of your current health status and identifies your risk for disease.

## Plan for Wellness



Based on the results of your Health Assessment, receive a personalized plan for wellness, designed to address and lower any identified health risks.

## Injury Prevention



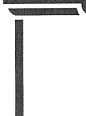
Job specific exercises that can help prevent pain and injury as well as strengthen areas needed to improve performance.

## Self Help Works



Online health coaching programs designed to help you make healthy lifestyle changes.

## Health Content Library



A comprehensive repository of health education topics to inspire, engage, and lead you to better health.

## Mobile App



Access the portal via your mobile device by downloading the **Alveda** app, in GooglePlay or the App Store.

RHODE ISLAND INTERLOCAL



## Why should you consider AFLAC?



**Our policies are designed to pay tax free cash directly to you to help with the following when a medical misfortune happens regardless of what you are being paid from any other source!**

- **First**, you've got those *out-of-pocket medical expenses*. No matter how good your major medical insurance is, it's not going to cover 100 percent of those costs. **The Second thing** is that the meter at home doesn't stop spinning. You've got *everyday living expenses* that keep coming in, in the form of *groceries, utility bills, car payments, rent, and mortgage*. In fact, for that family, the meter feels like it's going twice as fast.
- **The third thing**, and the worst of all, is *lost income*. You tell me when there's a worse time for a family to lose its income than when more bills are coming in *faster* than ever before.

The plans available are:

- |                                 |                                 |
|---------------------------------|---------------------------------|
| ➤ <b>SHORT TERM DISABILITY</b>  | (Individual coverage only)      |
| ➤ <b>ACCIDENT PROTECTION</b>    | (Individual or Family coverage) |
| ➤ <b>HOSPITAL PROTECTION</b>    | (Individual or Family coverage) |
| ➤ <b>CANCER PROTECTION</b>      | (Individual or Family coverage) |
| ➤ <b>CRITICAL ILLNESS RIDER</b> | (Individual or Family coverage) |
| ➤ <b>LIFE INSURANCE</b>         | (Individual or Family coverage) |

**FOR MORE INFORMATION ON PLANS AVAILABLE OR TO SCHEDULE A TIME WITH YOUR AFLAC REPRESENTATIVE SCAN THE QR CODE.**



or

Feel free to call/text me at 465.0274 or email me [m\\_tagliaferri@us.aflac.com](mailto:m_tagliaferri@us.aflac.com) to set an appointment!  
Mark Tagliaferri



## Maximize your take-home income with a Flexible Spending Account

Your flexible spending account (FSA) through Blue Cross & Blue Shield of Rhode Island (BCBSRI) allows you to pay for qualified expenses (such as healthcare and dependent care) with pre-tax dollars. Since taxes are not deducted from your FSA payroll contributions, you'll pay less in federal, state, and FICA taxes—that means more take-home pay.

With an FSA, you benefit from the following:

- The money you put in may reduce your taxable income
- Taxes aren't deducted, so you get more spending power when you pay for qualified expenses

### Increase your take-home income

	Not enrolled in an FSA	Enrolled in an FSA	Benefits
Pre-tax annual income	\$38,000	\$38,000	
FSA contribution	\$0	\$500	FSA funded by pre-tax dollars
Annual taxable income	\$38,000	\$37,500	FSA contributions can reduce taxable income
Federal, state & FICA	\$10,127	\$9,994	Pay less in taxes
Out-of-pocket medical expenses	\$500	\$0	Out-of-pocket medical expenses paid by pre-tax dollars in your FSA
Take-home annual income	\$27,373	\$27,506	Take home income increases by \$133

For illustrative purposes. Your tax situation may be different. Consult a tax advisor.

### Here's how it works

#### Log in to your FSA account

- Go to [bcbstri.wealthcareportal.com](http://bcbstri.wealthcareportal.com) and click **Register** in the upper right corner.
- Explore FSA tools and resources online
  - View your account
  - Calculate your savings
  - Learn how to use your FSA

#### Make payments

- FSA debit card
- Online reimbursement request
- Paper claim submission

### Download the BlueSolutions Spending app

Manage your FSA account on the go. Find details at your FSA account online.



## Learn about eligible/ineligible expenses\*

### Healthcare



#### Eligible expenses:

Acupuncture  
Ambulance  
Birth control pills  
Braces  
Cancer treatment  
Chemical dependency  
Childbirth/delivery  
Chiropractor  
Contact lenses  
Deductibles  
Dental treatment  
Diagnostic tests  
Durable medical equipment  
Eyeglasses  
Eye surgery  
Hearing aids  
Hospital services  
Insulin treatment  
Laboratory fees

Machine tests  
Menstrual products  
Mental health  
Neurologist  
Non-prescription medicines,  
like cold and flu pills  
Nursing home  
Optometrist  
Prescription drugs  
Psychiatric care  
Psychologist  
Smoking cessation programs  
Surgeon fees  
Transplants  
Transportation for  
healthcare  
Vision expenses  
X-ray fees

#### Ineligible expenses:

Cosmetic surgery  
Deodorant  
Electrolysis hair removal  
Funeral expenses  
Health club dues  
Medicated shampoo  
and soap  
Multivitamins  
Teeth whiteners  
Tissues  
Toiletries

### Dependent Care



#### Eligible expenses:

Child day care programs  
Before- and after-school programs  
Home care (caregiver cannot be spouse or dependent and must be 19+ years of age)  
Nursery school program

This list is for illustrative purposes and is not a complete list of all eligible and ineligible expenses. Please see IRS Publication 502 for a more detailed and accurate listing of qualified healthcare expenses.

This communication is not intended as legal or tax advice. Please contact a legal or tax professional for personal advice on FSA eligibility, tax treatment, and restrictions.



500 Exchange Street • Providence, RI 02903-2699

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.  
08/22 ML71793826



## **Make the Most of Your Flexible Spending Account**





## A smart, convenient tool to help you maximize your take-home pay

Your flexible spending account (FSA) through Blue Cross & Blue Shield of Rhode Island (BCBSRI) allows you to pay for qualified expenses (such as healthcare and dependent care) with pre-tax dollars. Since taxes are not deducted from your FSA payroll contributions, you'll pay less in federal, state, and FICA taxes—and that means more take-home pay. Use this guide to learn how your FSA works and how to get the most value from it.

### Table of Contents

Your FSA options	3-4
How to use your FSA to pay for qualified expenses	5
Reimbursement via direct deposit	6
Website instructions and features	7
Dashboard tools and resources	8
BlueSolutions Spending app	9
FSA annual contribution worksheets	10
Where to find answers	11

## Your FSA options

**FSAs are available for healthcare and dependent care.** Your employer decides which type(s) to offer, and you should refer to the Summary Plan Description (SPD) for these benefits to understand which are available and the provisions that apply. This SPD can be obtained from your employer. You can then decide which option(s) works for your personal situation. You will make these choices during your initial enrollment period, or during your employer's open enrollment period. As you review the types of FSAs, please note the rules regarding funds availability, grace periods, and other provisions.

### Healthcare FSA

- You can use your healthcare FSA to pay for qualified medical, dental, and vision out-of-pocket costs.
- You can use your full annual amount on the first day of the plan.
- If your employer offers the **rollover provision**, you are allowed to roll over up to \$500 of unused money from your previous plan year to the new plan year.
- If your employer offers a **grace period**, you have the first 75 days of the new year to use the prior year's balance.
- If your employer does not offer the rollover provision or the grace period, you will lose the money you haven't used at the end of the plan year.



**Here is a summary of qualified medical expenses.** For a complete list of all eligible expenses, please refer to IRS Publication 502. Please note that the IRS may modify the list of qualified expenses at any time.\*

Qualified:	Eye glasses	Prescription drugs	Non-qualified:
Aspirin	Eye surgery	Psychiatric care	Cosmetic surgery
Antibiotic	Hearing aids	Psychologist	Deviants
Birth-control pills	Hospital services	Smoking cessation programs	Ectocrysis hair removal
Braces	Insulin treatment	Surgeon fees	Funeral expenses
Cancer treatment	Laboratory fees	Transportation for healthcare	Health/dental
Chemical dependency	Machinist tools	Travel	Medicated shampoo and soap
Childbirth delivery	Masturbation products	Visitor expenses	Multivitamins
Chiropractor	Mental health	X-ray fees	Soap
Contact lenses	Neurologist		Tooth whitening
Deductibles	Non-prescription medicines		Tissues
Dental treatment	Over-the-counter pills		Teeth
Diagnostic tests	Hearing home		
Durable medical equipment	Ophthalmologist		

\*This list is illustrative purposes and is not a complete list of qualified medical expenses. All items on the list may be subject to further restrictions. Consult your tax advisor for specific guidance. Please refer to IRS Publication 502 for a complete listing of qualified medical expenses. The Commissioner is not deemed to be an advisor.

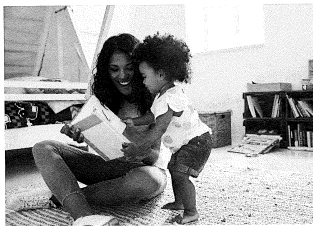
### Dependent Care FSA

- Use this FSA to pay for qualified dependent care expenses, such as childcare and preschool.
- You can contribute up to \$5,000 (or \$2,500 if married and filing separate income tax returns) to your FSA for these expenses.
- Money is available as contributions are deducted from your paycheck throughout the year.
- If your employer offers a **grace period**, you have the first 75 days of the next year to use the prior year's balance.
- If your employer does not offer the grace period, you will lose the money you haven't used at the end of the plan year.

### Here is a summary of qualified dependent expenses.

For a complete list of all eligible expenses, please refer to IRS Publication 503.

Qualified:	Home care (any age care recipient or dependent and must be 19 years of age)	Nursery school programs
Child-care programs before and after school programs		



## How to pay for qualified expenses with your FSA

### You have three convenient payment options.

#### Debit card

- If you're charged at your provider's office, you can use your FSA debit card to pay the bill right there.
- If you receive a bill in the mail, you can call the issuer to pay with your debit card or provide your debit card number on the bill and mail it back.

#### Online reimbursement request

Once you have paid for a qualified expense, you can submit an online reimbursement request as follows:

- Log in to [bcbsri.healthcareportal.com](#)** or use the BlueSolutions Spending mobile app. Website log-in instructions are on page 7. Mobile app download instructions are on page 9.
- Click the FSA balance bar in the My Accounts box** within the dashboard and then click **Submit Claim**.
- Enter the requested information** about the FSA claim you want to submit for reimbursement and upload an image of your receipt.
- When finished, click the link to confirm your submission.** You will receive a check in the mail within 5-10 business days.

#### Paper claim submission

- Once you have paid for a qualified expense, you can submit a reimbursement request by postal mail or email.
- Submit a copy of the receipt for the eligible expense, along with a claim reimbursement form, to BCBSRI's FSA administrator, London Health Administrators.
- You can find the Claim Reimbursement form under the **Education Resources** tab in your online dashboard.

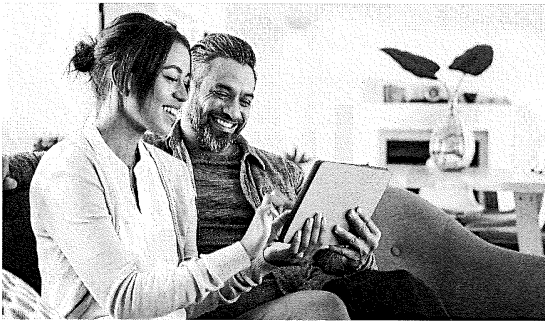
- Mail to: CDH Administrator  
40 Commercial Way  
East Providence, RI 02914  
Attn: BCBSRI Claims
- Or email to: [BCBSRIclaims@londonhealthusa.com](mailto:BCBSRIclaims@londonhealthusa.com)  
Subject: BCBSRI Claims

# How to receive your reimbursement through direct deposit

After you submit an eligible paper or electronic claim for reimbursement, you can use your FSA account to set up direct deposit for payment.

Here's how to schedule your direct deposits online:

- **Log into [bcbsri.wealthcareportal.com](https://bcbsri.wealthcareportal.com).**
- **Click the Menu tab in the upper left corner, then My Profile, and finally, Reimbursement Preference.**
- **Select Direct Deposit** and complete the necessary data fields within the direct deposit section shown here.
- Once submitted, future reimbursements will be deposited directly into your designated bank account.



## Website instructions and features

Here are the steps to log in to your FSA dashboard and descriptions of key features.

### Login Instructions

**Step 1** – Go to [bcbsri.wealthcareportal.com](https://bcbsri.wealthcareportal.com) and click **Register** in the upper right corner.

**Step 2** – Complete the required registration fields and answer all questions.

**Step 3** – After you have successfully registered, you will be directed to your BCBSRI FSA dashboard.

**Please note:**

If you are enrolled in an FSA and a health savings account (HSA) or health reimbursement account (HRA) program with BCBSRI, you can log in through your **myBCBSRI** account. You do not have to set up a separate login within the FSA portal.

Members who are only enrolled in an FSA need to log in through [bcbsri.wealthcareportal.com](https://bcbsri.wealthcareportal.com).

Your employee ID is your 9-digit social security number (no dashes).