

AGREEMENT

Between

THE BARRINGTON SCHOOL COMMITTEE

And

NEA BARRINGTON

Covering the period

September 1, 2022

To

August 31, 2025

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PREAMBLE

This Agreement is made and entered upon this 25th day of September 2022, by and between the Barrington School Committee (hereinafter called the "School Committee") and the NEA Barrington (hereinafter called the "NEAB") affiliated with the National Education Association Rhode Island/NEA (hereinafter called NEARI).

ARTICLE 1 **GENERAL**

SECTION 1. This Agreement is negotiated under Chapter 9.3 of Title 28 of the General Laws entitled "Labor and Labor Relations" of the Rhode Island General Assembly 1966 Session, in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the School Committee and the NEAB and the professional staff in order that the cause of public education may best be served in Barrington.

SECTION 2. To this end, the School Committee and the NEAB recognize the importance of orderly, just, and expeditious resolution of issues which may arise as the result of those provisions of this Agreement dealing with salaries and conditions of employment, and accordingly agree herein upon a grievance procedure for the effective processing of such disputes.

SECTION 3. The School Committee and the NEAB accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.

SECTION 4. Subject to the provisions of Chapter 9.3 of Title 28 of the General Laws, as the same may be amended, the School Committee agrees not to negotiate with any teachers' organization other than the NEAB for the duration of this Agreement.

SECTION 5. Despite reference herein to the School Committee or the NEAB as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certification of resolutions) of authority so to act.

SECTION 6. This Agreement shall become effective on the first day of September 2022, and remain in effect for a period of three years, ending on August 31, 2025.

SECTION 7. Subject to the provisions of this Agreement, the School Committee and the Superintendent reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the School Department and its professional staff under governing laws. In all matters under this

Agreement calling for the exercise of judgment or discretion on the part of the School Committee, the decision of the School Committee shall be final and binding.

SECTION 8. Definitions:

8.1 It shall be understood by the School Committee and the NEAB that whenever the term “they” is used, it shall mean all teachers without regard to gender identity. In addition, the terms “they” and “their” may refer to more than one individual or may be used as a gender-neutral reference to a single individual.

8.2 It shall be understood by the School Committee and the NEAB that unless stated to the contrary, “days” shall mean teacher workdays.

SECTION 9. The School Committee shall not discriminate in any way against any teacher by reason of their membership or non-membership in the NEAB or decision to participate or not to participate in NEAB activities, or their exercise of rights granted under this Agreement.

SECTION 10. No teacher will engage in activities on behalf of the NEAB during the school day that will interfere with the proper performance of their duties.

SECTION 11. The parties recognize that strikes by teachers are contrary to public policy and subscribe to the principle that differences should be resolved by peaceful means.

SECTION 12. To better enable teachers to perform their professional responsibilities, the School Committee has established a teachers' aide program. The major purpose of the teacher aide program should be to provide helpers in the school situation, and so to aid teachers in providing better instruction and to assist professionals in their nonprofessional tasks. The purpose is not to relieve teachers of instruction responsibilities.

SECTION 13. The NEAB will be provided, by electronic means, with a copy of the public agenda and minutes of official School Committee meetings.

SECTION 14. The School Committee shall furnish, by electronic means, the NEAB with a copy of the Committee's policy handbook and shall make the same available to any teacher upon request.

SECTION 15. The School Committee has always recognized the importance of class size to both students and teachers. The number of students in a classroom shall not exceed the number of learning spaces/workstations that can safely accommodate the students.

SECTION 16. The School Committee shall forward to the NEAB President, by electronic means, copies of any health or safety reports (pertinent to teachers) made to or received from OSHA, or other regulatory agencies.

SECTION 17. The School Committee and the NEAB agree that the professional staff is

and should continue to be a major source of development and innovation in improving the educational programs carried on in the schools. The School Committee acknowledges that where activities of the foregoing nature are at variance with the terms of this Agreement, NEAB consent must be sought and obtained.

SECTION 18. NEAB and the School Committee recognize that Professional Learning Community (PLC) is an integral part of Barrington Public School's culture and serves as a collaborative systemic process that enhances education for all students. The Administration recognizes, respects, and encourages the professionalism and accomplishments of its teachers by supporting an environment which creates leadership pathways.

ARTICLE 2 **RECOGNITION**

SECTION 1. On September 22, 1966, a secret ballot election was conducted among professional employees of the School Committee in the Unit described in Section 2 below to determine which, if any, teacher organization they wished to have represent them in negotiations with the School Committee, and the NEAB was duly elected as the representative of the employees in the Unit. In these circumstances the School Committee has determined that the provisions of Chapter 9.3 of Title 28 of the General Laws entitled "Labor and Labor Relations" will properly be effectuated by entering into this Agreement with the NEAB as the exclusive representative of the employees in the Unit.

SECTION 2. Subject to and in accordance with the provisions of Chapter 9.3 of Title 28 of the General Laws entitled "Labor and Labor Relations," the School Committee recognizes the NEAB as the exclusive representative of all certified professional personnel (hereinafter generally called "teachers") other than temporary substitutes, below the rank of assistant principal, employed and engaged as certified teaching personnel engaged in teaching duties.

SECTION 3. The NEAB agrees to represent equally in contract negotiations all teachers without regard to membership or participation in, or association with the activities of the NEAB or any other employees' organization, and to continue to admit teachers to membership without qualification other than payment of dues and employment in the Barrington School District.

ARTICLE 3 **PAYROLL DEDUCTION PLAN**

SECTION 1. Membership in the NEAB shall be determined by each individual employee.

SECTION 2. The School Committee agrees to deduct dues to be paid to the NEAB (through remission of such dues to the NEAB Treasurer) from the salaries and/or wages of

those persons who are members of Union (hereafter “Members”), provided that each such Member individually and voluntarily authorizes the Committee to do so in writing. A copy of each such written authorization shall be maintained in the personnel file of each Member. The NEAB will notify the Administration thirty (30) days prior to any change in the dues amount to be deducted from a Member’s salary and/or wages. The Administration will discontinue such deductions if notified by the NEAB in writing. In the event that the Administration receives such notification from the employee directly, it shall discontinue deductions and refer the employee to the NEAB. The NEAB is fully responsible for any objection by the employee regarding their dues, fees, and assessments.

SECTION 3. NEAB shall indemnify, defend, and hold harmless the School Committee against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for any and all legal costs that may arise out of or by reason of action taken or not taken by School Committee in complying with the provisions of Article 3. If an improper deduction or failure to make such deduction occurs, the NEAB shall deal directly with its Member to make whatever refund or deduction the Member and NEAB deem just.

SECTION 4. The School Committee, or its designee, shall give written notice to the NEAB Treasurer of new employees hired hereafter within the bargaining unit.

SECTION 5. Upon request, the School Committee, or its designee, will provide to the NEAB President a listing of the status of all bargaining unit positions prior to the beginning of the school year.

ARTICLE 4 **RETIREMENT & RESIGNATION**

SECTION 1. Upon retirement¹ and not resignation from the Barrington School District, teachers that submit their letter of retirement no later than April 15th in the year they intend to retire shall be entitled to health insurance coverage (not including dental coverage) offered to active employees by the Agreement then in effect on the following terms and conditions. Those who submit their letter after April 15th shall forfeit that year of retiree medical coverage:

1.1 Teachers hired before July 1, 1994 and actively employed in the system on that date who have twenty-five years of continuous service at the time of retirement: individual coverage for seven consecutive years or until the employee is eligible to participate in federally subsidized healthcare program including Medicare, whichever comes first, at no cost to the retiree.

1.2 Teachers hired before July 1, 1994 and actively employed in the system on that date

¹ Retirement is defined as terminating the employment relationship with the District by retiring (as opposed to termination for any other reason), applying for and receiving pension benefits from the Employees’ Retirement System of Rhode Island for teachers.

who have more than ten but less than twenty-five years of continuous service at the time of retirement: individual coverage for five consecutive years or until the employee is eligible to participate in federally subsidized healthcare program including Medicare, whichever comes first, at no cost to the retiree.

1.3 Teachers hired after July 1, 1994, but before May 1, 2013, shall have the same rights to post-retirement coverage as teachers covered by 1.1 or 1.2 above, on the same terms and conditions, except:

- a) that they shall be required to make whatever contribution to the cost thereof that they were required to make immediately prior to retirement, and
- b) the health insurance plan shall change from time to time as amended or changed by present or future collective bargaining agreements.

1.4 For the purposes of this section, continuous service shall not be broken by:

- a) Absence from the District based on any contractual or statutory right to a leave of absence, or
- b) Termination of employment as a result of a layoff for financial reasons or reduction in force followed by rehire within a two-year period.

1.5 Continuous service shall be broken by: retirement, resignation, and termination for cause (other than as specified in Section 1.4(b) above).

1.6 Retiree health insurance benefit calculation will begin using the most recent date of hire as a teacher or other position covered by this Agreement and actual years worked in Barrington from that date.

SECTION 2. If legislation is enacted after April 15 of any school year which would induce a teacher to retire, the April 15 deadline will be extended for that teacher for a period up to ten (10) days after the law is approved or permitted to become law by the Governor, provided that the retirement is effective prior to June 30 of the then current fiscal year.

SECTION 3. Teachers who have been notified of nonrenewal or suspension for decrease in pupil population may, at any time between notice of nonrenewal or suspension and June 15 of the year notice is given, elect to resign or retire with the benefits provided by this Article or elect to be placed on the recall list as provided in Article 21 hereof. Teachers who elect to be placed on the recall list may not, while on layoff, obtain the benefits of this Article by resignation or retirement, nor may teachers who are suspended or discharged for cause.

ARTICLE 5
PREPARATION/NONTEACHING PERIODS

SECTION 1. Teachers shall, in addition to their lunch period, have one preparation/non-teaching period per day. Any scheduled preparation/non-teaching periods which are preempted by closure for holidays, vacations, emergencies, late openings, in-service staff development or other release time activities shall be waived.

SECTION 2. Preparation/non-teaching periods shall be primarily and normally used for the purpose of, but not limited to, preparing lesson plans or materials, correcting papers, conferring with students, parents, colleagues, administering, or performing other professional activities. All of the above are at the teacher's discretion.

SECTION 3. Teachers at the Middle School and at the High School shall not be assigned more than twenty-five (25) teaching periods and up to five (5) administrative periods per week.

SECTION 4. A class schedule for all secondary school teachers shall be posted within each respective secondary school.

SECTION 5. Whenever possible, Individualized Education Program (IEP) conferences will not be scheduled to occur during a teacher's preparation period.

SECTION 6. Teachers may be required to attend a maximum of ten (10) faculty meetings per year, which will normally have a maximum duration of one (1) hour. Such faculty meetings shall be scheduled to commence at the end of the students' school day, except at the High School and Middle School, where they may be held before the students' day. Adequate notice and an agenda should be provided for faculty meetings.

SECTION 7. All teachers shall participate in meetings devoted to collaborative common planning time for a minimum of forty-five (45) minutes twice per month. Teacher leaders and their teams shall design the content of such common planning time, subject to oversight by building administrators.

SECTION 8. Teachers who are requested and agree to attend in-service training after their workday shall be compensated at the curriculum rate as set forth in Appendix B.

SECTION 9. A teacher will notify the school office whenever they leave the building during the school day.

ARTICLE 6
MILITARY DUTY

SECTION 1. Reserve Duty

1.1 Should a teacher be called for military reserve service on dates not chosen by them

during the school year, they shall be paid the difference between their teaching salary and the base military pay received by them for such service performed on school days, provided that the base military pay is less than the teaching salary for the days in question.

1.2 Military reserve service shall be defined as a situation in which a person is called for limited reserve service not to exceed thirty (30) days.

1.3 Evidence of base military pay received for service performed on school days will have to be submitted to the Superintendent before the adjustment is made in salary. The teacher's salary will continue while they are in military reserve service with an adjustment in salary to be made in the final payroll check of the school year.

SECTION 2. Active Duty

2.1 Any member of the professional staff going into the military service shall automatically be granted a leave of absence and shall be given credit on the salary schedule for the amount of time spent in military service.

ARTICLE 7 **TUITION AID**

SECTION 1. All teachers who have completed one year of employment shall be eligible for tuition aid subject to the conditions and procedures set forth in this Article.

1.1 Applications for aid must be filed on or before the deadlines set forth in Section 3. The applicant must be enrolled and accepted in a graduate program relating to the profession of education (in a college) that has been approved by the Superintendent, or if the applicant is not enrolled in a graduate program leading to a degree, each course must be approved by the Superintendent in advance.

1.2 To receive tuition aid for courses approved as aforesaid, a teacher must successfully complete the course for credit. In graded courses they must pass with a grade of B- (or its numerical equivalent) or better.

1.3 To receive tuition aid for courses approved as aforesaid, a teacher must provide the Superintendent with proof of acceptance and participation in an approved course of study, certified information indicating date of completion, grade received and credits allowed, and proof of payment for the course taken.

SECTION 2. Tuition aid will be in an amount equal to 80% of the cost of courses approved as aforesaid, less financial aid available from any other sources, provided, however, that such aid shall be limited to a maximum of \$1,000.00 per course and a fiscal year maximum of \$3,000.00 per individual.

SECTION 3. Tuition aid shall not exceed \$50,000 in the aggregate for the school year. Applications for tuition aid for first semester courses must be received no later than August

15, for second semester courses by December 15, and for summer courses by May 15.

SECTION 4. Tuition shall be allocated as follows: First semester courses \$14,000, second semester courses \$14,000 plus any unused portion from previous semester, summer courses \$22,000 plus any unused portion from previous semester.

SECTION 5. Applications for reimbursement received as of each application deadline specified in Section 3 shall be approved based on the following:

Priorities

- Courses taken to fulfill State mandates for required certification
- Courses taken for advanced degrees in teaching field and leadership pathways consistent with District's Strategic Plan
- Other professional education courses for self-improvement.

SECTION 6. A classroom teacher who receives certification, or obtains renewal of certification, from the National Board for Professional Teaching Standards (NBPTS) shall be reimbursed in an amount equal to 50% of the application fee less financial aid from any other sources.

SECTION 7. No teacher who has received notice of suspension or nonrenewal shall be eligible for tuition aid except for courses for which application was made and approved prior to such notice.

ARTICLE 8
LENGTH OF SCHOOL YEAR - DAY

SECTION 1. The starting and dismissal time for students will be established by the School Committee.

SECTION 2. The full-time teacher's workday shall be seven (7) hours, to run consecutively. Part-time teachers may, at their option, accept non-consecutive schedules. At the start of the school year, part-time teachers shall be offered the opportunity to provide coverage or instructional supports during their non-scheduled time, and be paid at the curriculum rate, set forth in Appendix B.

SECTION 3. Teachers serving students in grades K through 5 shall report to school at least ten (10) minutes in advance of the beginning of the students' official school day. Teachers serving students in grades 6 through 12 shall report to school at least fifteen (15) minutes in advance of the beginning of the students' official school day, except that teachers at the High School shall report twenty (20) minutes in advance of the beginning of the students' official school day on the day designated for "Common Planning Time." Teachers shall be required to remain after the close of their workday as long as is reasonably necessary to fulfill their obligations relating to special help for students, parent conferences, faculty meetings and such other duties as may be assigned by the principals.

SECTION 4. The minimum instructional time in all schools shall conform to the standards as prescribed by state regulations.

SECTION 5. The work year for teachers shall be 187 workdays, as follows, subject to the following explanation:

Work	No IWD	1 IWD	2 IWD	3 IWD
Instructional	181	180	179	178
PD	6	6	6	6
PR	None	1	1	1
PL	None	None	1 (6 hrs)	2 (12 hrs)
Total	187	187	187	187

PD: Teachers shall engage in professional development.

PR: Professional Responsibilities.

PL: Professional learning hours, with six (6) hours equivalent to one (1) workday.

IWD: (Inclement Weather Day): An instructional day on which school is cancelled because of inclement weather.

No IWD: There are no cancellations that school year.

1 IWD: one (1) cancelled day

2 IWD: two (2) cancelled days

3 IWD: three (3) cancelled days

SECTION 6. Teachers other than guidance counselors and twelve (12)-month employees, who provide services beyond the 187-day work year, shall be paid the curriculum rate as set forth in Appendix B.

SECTION 7. Guidance counselors and twelve (12)-month employees shall be paid per diem for any day that they are required to work in addition to the 187-day work year.

SECTION 8. Payment of teachers who serve part-time at the levels from kindergarten through grade five, inclusive, shall be based upon a five (5) day work week comprised of thirty (30) periods, with each period having a duration of forty-five (45) minutes. Teachers who deliver instruction in classes with a non-standard duration will be awarded credit based upon this 45-minute standard; by way of example, a teacher delivering instruction for 30 minutes will have satisfied .67 of a single period. A part-time teacher serving at the K-5 levels shall be paid for the total number of periods, or the pro-rated portion of this 30-period work week, during which they deliver educational services. Thus, a part time teacher at the levels of K through 5, who is assigned to 15 periods in a week, would receive

payment equal to .5 of an FTE. The payment of teachers who serve part-time at the levels from grade six through grade twelve, inclusive, shall be based upon a five (5) day work week comprised of twenty-five (25) classes, with each class equivalent to .2 of a full-time equivalent. Thus, a part time teacher serving at the 6-12 levels who is assigned to three classes would receive payment equal to .6 of an FTE. In the event that a part time teacher is assigned to work a full day, they will receive an unpaid preparation period. The FTE will be based on instructional/teaching periods.

SECTION 9. When preparing the school calendar for the ensuing school year, or where an adopted calendar is modified (excluding routine inclement weather days) the Superintendent shall meet with the NEAB President for consultation on the calendar.

SECTION 10. The Friday before Labor Day for contractual purposes shall be considered a vacation day when the school year begins prior to Labor Day. During the term of this Agreement, the School Committee and the NEAB may reach a memorandum of agreement under which this Friday is exchanged for the Wednesday before Thanksgiving.

SECTION 11. Teachers shall be available for parent conferences throughout the work year. In addition, teachers at grades kindergarten through five (K-5) shall participate each school year in one professional development day to be scheduled by the Administration and designated for parent-teacher conferences. In grades six through twelve (6-12), one professional development day shall be utilized as a parental engagement day, the substance of which shall be teacher-directed and building-based, and the scheduling of which shall be collaborative between teachers and the Administration. This day may include but not be limited to such activities as open house, student-led portfolios, parent workshops, club and student demonstrations, and/or student exhibitions. The day at all levels shall be seven (7) hours in duration (with appropriate breaks), to commence no earlier than 11 a.m.

ARTICLE 9 **GRIEVANCE PROCEDURE**

SECTION 1. Definition

A grievance is any claim, complaint or dispute arising out of the interpretation or application of the terms of this Agreement; or any claim that discipline was not for just cause; or any dispute that the School Committee policies, rules and regulations conflict with any of the terms of this Agreement. Grievances may be initiated by individual teachers or by the NEAB on behalf of a group of teachers as provided in Section 3. No individual bargaining unit member can pursue a grievance, other than the informal, verbal grievance referred to in Step 1 (paragraph 2.1), without the express written consent of the NEAB. The NEAB shall signify its consent to pursuit of the grievance by having the President or grievance chair sign the written grievance document. If at any step of the grievance process where a written grievance is required and no NEAB signature appears, the grievance is deemed null and void and the Committee has no obligation to act on it.

SECTION 2. Grievance Procedure

The following procedure shall apply for the presentation and disposition of all grievances.

2.1 Step 1: A teacher shall first discuss the grievance informally with their Principal. If the issue is not resolved during informal discussion it may be presented to the Principal as a formal grievance in writing. Within ten (10) days of presentation of a written grievance, the Principal will answer it in writing.

2.2 Step 2: If the teacher is not satisfied with the disposition of their grievance at Step 1, or if no decision has been rendered within ten (10) calendar days after formal presentation of the grievance, they may file the grievance in writing with the Superintendent within ten (10) days of the receipt of the decision of the Principal or within ten (10) days of the expiration of the time provided for the rendering of a decision by the Principal in Step 1 if no decision has been rendered. The Superintendent shall meet with the aggrieved teacher within ten (10) days after the receipt of the written grievance. If the grievance cannot be amicably resolved, the Superintendent will render a decision in writing within ten (10) days of the first meeting with the aggrieved teacher unless mutually agreed to extend for a specific period.

2.3 Step 3: If the aggrieved teacher is not satisfied with the disposition of their grievance at Step 2, or if no disposition has been rendered within the time prescribed in Step 2, they may file the grievance in writing with the School Committee within ten (10) days of the receipt of the decision of the Superintendent or within ten (10) days of the expiration of the time provided for the rendering of a decision by the Superintendent in Step 2, if no decision has been rendered. The teacher shall have the right to appear before the School Committee within ten (10) days of the filing of their grievance with the School Committee. The School Committee shall render a decision in writing within twenty (20) days from the hearing of the grievance with the School Committee.

2.4 Step 4: If the NEAB is not satisfied with the disposition of the grievance at Step 3, or if no decision is rendered within twenty (20) days from the hearing of the grievance with the School Committee, NEAB may appeal the decision of the Committee or its lack of action directly to arbitration, which shall be binding.

All submissions to arbitration must be made within thirty (30) days of the School Committee's decision, or lack thereof. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The Arbitrator may not make any additions or deletions to the terms of this Agreement.

The parties may utilize the services of the Labor Relations Connection or the American Arbitration Association.

SECTION 3. If a grievance affects a group or class of teachers in more than one building, the NEAB, through a representative or a committee, may submit such grievance in writing

to the Superintendent and the processing of such grievance will be commenced at Step 2. The NEAB may process such a grievance through all steps of the grievance procedure.

SECTION 4. The NEAB shall have the right to be represented at all levels of the grievance procedure, whether or not requested by the grievant.

SECTION 5. No reprisals of any kind will be taken by the School Committee against any party in interest or representative of the NEAB or any other participant in the grievance procedure by reason of such participation.

SECTION 6. Teachers shall not lose any compensation for time spent at grievance hearings. Grievances will be processed after the workday or at other times that do not interfere with assigned duties. To the extent possible, hearings will be held after school hours.

SECTION 7. A grievance must be initiated within twenty (20) days of the occurrence of the cause for complaint or if neither the aggrieved teacher nor the NEAB had knowledge of said occurrence at the time of its happening, then within twenty (20) days of the first such knowledge by either the aggrieved teacher or the NEAB. Any grievance not filed or appealed to a higher level within the time limits provided for in this Agreement, shall be conclusively waived by reason of failure to process within the time limits provided. If a grievance decision is not received within the prescribed time limits, it may then be appealed to the next level.

ARTICLE 10 **LEAVES OF ABSENCE**

1.0 Except for sick leave, requests for which shall be made via confirmation form generated by the automated absence reporting system, all requests for leave shall be in writing to the Superintendent or Principal, using a form on which the teacher sets forth the date and duration of leave, its purpose, and other relevant requested information. Except as otherwise specified, requests for Bereavement Leave, Jury or Witness Leave, and Personal Leave shall be to the Principal, requests for FMLA/ADA Leave, Parental Leave, Educational Leave, Sabbatical Leave, Long-Term Leave, Short-Term Leave, and Leave of Absence for a New Job shall be to the Superintendent.

SECTION 1. BEREAVEMENT LEAVE

1.1 A teacher shall be entitled to a leave of absence of five (5) consecutive workdays without loss of pay in the event of the death of that teacher's child (including step-child), grandchild, spouse or domestic partner, parent (including step-parent), sibling, or in-law (mother, sister, daughter, father, brother, son). In the event of the death of any other relative, the teacher shall be allowed a paid leave of absence of up to three (3) consecutive workdays, subject to the grant of additional time in the discretion of the Superintendent. Should circumstances warrant it, the Superintendent may allow alternative bereavement

arrangements in individual cases.

1.2 Bereavement leave shall not be charged to sick leave.

1.3 The Superintendent may request information concerning the employee's relationship and service arrangements in individual cases.

SECTION 2. JURY OR WITNESS LEAVE

2.1 Should a teacher be drawn for jury service or be summoned for temporary court service in which the personal interest of the teacher is not involved, they shall be paid the difference between their regular salary and that received by them for such service. In lieu of such payment, the teacher may elect to turn over to the School Committee all compensation received for such service in which case the teacher shall be paid their regular salary for such absences.

2.2 Evidence of such summons shall be submitted in writing to the Principal and such evidence shall be submitted prior to the absence whenever practicable.

2.3 Evidence of salary received will necessarily have to be submitted before the adjustment is made in salary. Teacher salary will continue while on jury duty or temporary court service with adjustment in salary to be made in the final payroll check of the school year.

2.4 Jury or Witness Leave shall not be charged to sick leave.

SECTION 3. PERSONAL LEAVE AND PROFESSIONAL VISITATION

3.1 Teachers shall be allowed a total of four (4) days of absence each school year to conduct personal business that they cannot conduct at any other time. Requests shall be submitted to the Principal no later than seven (7) calendar days before the day to be taken, except in the case of an emergency. No more than 15% of teachers in each school building will be granted personal leave time on any given day. Leave will be granted on a first-come first-serve basis. Such leave shall be denied after the 15% personal day cap has been reached. Personal leave cap may be overridden by the Superintendent or the Principal due to a teacher's unforeseen circumstances. Notwithstanding the foregoing, a personal day may only be taken the day preceding or the day following a holiday or vacation period for personal business if approval is granted in advance by the Superintendent. The decision of the Superintendent regarding the taking of a personal day proximate to a vacation or holiday is final and not subject to the grievance procedure.

3.2 Teachers shall, in accordance with present practice and upon approval of the Superintendent, be granted opportunities for professional visitation.

3.3 The District will assist and support the efforts of classroom teachers who are candidates for certification from the National Board for Professional Teacher Standards (NBPTS) by providing up to five professional development days for use exclusively related to national

certification.

3.4 Personal Leave and Professional Visitation shall not be charged to sick leave.

3.5 Up to two (2) personal days may be used to satisfy the snow day waiver policy (See Barrington Alternative Calendar).

SECTION 4. SICK LEAVE

Teachers who are ill may be absent from work without loss of pay in accordance with and as limited by the following provisions:

4.1 Teachers may use sick leave for their own illness or injury or that of a family member that renders the teacher or family member unable to carry out normal daily activities and that requires the care and supervision of the teacher. Sick leave may not be used for health care appointments (including dental) that are for routine care, or that can be scheduled at a time other than during the teacher's workday or work year.

4.2 Teachers in their first year in the system will accrue sick leave at the rate of one and one half (1.5) days at the end of each month of employment. Absences for illness in excess of accumulated sick leave will be unpaid, except that, at the end of the first year of employment a teacher who has accrued unused sick leave remaining may apply such leave to days of illness for which he or she was not paid until accumulation of twelve (12) days. At the beginning of each school year after the first year, teachers who are actively at work shall receive a "bank" of twelve (12) sick days.

4.3 Each teacher shall be allowed to accrue a maximum of one-hundred-and-fifty (150) days. Teachers who are not actively at work at the beginning of the school year will accrue sick leave prorated by the number of months remaining in the school year. For individuals who take an unpaid leave of absence (in excess of thirty (30) days), sick days shall be prorated based on the actual time worked in the year.

4.4 When a teacher is subject to quarantine by order of the Health Department, there shall be no loss of salary nor shall such lost time be deducted from the accumulated sick leave.

4.5 The teacher will furnish a physician's certificate if requested by the Administration. Upon request by the Administration, the teacher will submit to an examination by a physician selected and paid for by the Administration.

4.6 At the end of each school year the teacher shall be responsible for accessing their accumulated time in the web-based attendance tracking software.

4.7 In the event of a long-term illness, the School Committee may in its sole discretion, upon the recommendation of the Superintendent, extend the sick leave.

SECTION 5. FMLA/ADA LEAVE

5.1 Teachers who are authorized to take a leave of absence in accordance with the Family and Medical Leave Act (“FMLA”), the Rhode Island Parental and Family Medical Leave Act (Rhode Island General Laws, title 28, chapter 48) (“RIPFMLA”) (hereafter “FMLA/RIPFMLA Leave”), or the Americans with Disabilities Act (“ADA”) and related state laws (hereafter “ADA Leave”) shall discharge their sick and/or personal leave until such leave is exhausted, after which their leave shall be unpaid, unless they apply for and are awarded benefits for some or all of the FMLA/RIPFMLA or ADA Leave by the Major Illness Bank committee.

5.2 Teachers on FMLA/RIPFMLA Leave shall continue to receive health care coverage under the group plans provided through the School Committee and in effect for the duration of that leave, irrespective of whether they have accrued sufficient sick/personal time to discharge for the duration of that leave, provided that they continue to make the required co-share contribution to the cost of that health insurance. If a teacher is on ADA Leave beyond the 12 or 13-week period authorized under the FMLA/RIPFMLA, then they shall receive health care coverage subject to the co-share as described above for as long as the teacher has sick/personal time to discharge, after which they will be on unpaid leave (unless awarded benefits by the Major Illness Bank committee), and may elect to continue to receive health care coverage for the remaining period of ADA Leave under the group plans provided through the School Committee and in effect, on the condition that the teacher pays the full cost of that insurance at the “working rate,” in advance of each calendar month.

5.3 Teachers returning from FMLA/RIPFMLA Leave and ADA Leave shall be returned to their positions or similar positions in accordance with federal and state law.

SECTION 6. MAJOR ILLNESS BANK

6.1 A teacher who is on an FMLA/RIPFMLA or ADA Leave because of the teacher's own illness or disability or as accommodation to recover from that illness or disability (hereafter and for this section “FMLA/ADA Leave”) and who does not have any accumulated sick leave available, may apply to the Major Illness Bank to seek the financial benefit of continued salary for some or all of the duration of that FMLA/ADA Leave. In addition, a teacher who is absent from work as a result of an on the job injury caused by other than assault (as defined in R.I. Gen. Laws § 9-1-31 and referenced in Article 16, section 2), and is receiving workers' compensation benefits, may seek to supplement their sick leave once they have discharged their accumulated sick leave in accordance with Article 16, section 3 by making application to the Major Illness Bank, but only for a period of one calendar year from their date of injury as defined under Chapter 28-33 under Rhode Island General Laws. Nothing in this provision or this Agreement, however, shall in any way expand upon or increase the rights provided for under Chapter 28-33, or the FMLA, the ADA and related state laws, including without limitation the right to reinstatement.

6.2 Each teacher who is actively at work at the beginning of a school year may voluntarily contribute, within ten (10) school days of the opening of school, one (1) day of sick leave per year to the Major Illness Bank. Teachers who are not actively at work at the beginning of a school year but who return to work during the year, may voluntarily contribute one such day within ten (10) school days of their return to work. A teacher who is not actively at work at the start of the school year and is receiving workers' compensation benefits or is on FMLA/ADA Leave may contribute one (1) day to the Major Illness Bank from their accumulated sick leave, if any. Only teachers who contribute to the Major Illness Bank are eligible to apply for benefits, without exception.

6.3 The Major Illness Bank shall be administered by a committee consisting of five members, two from the Administration, as designated in writing by the Superintendent, and three from NEAB, as designated in writing by the NEAB ("committee").

- a) The committee shall assess each teacher-applicant individually and make the decisions as to whether to grant or deny such benefits by looking to the number of available days in the Major Illness Bank and other concurrent utilizations. The decision shall be largely ministerial to monitor the amount and disbursement of sick leave monies. The committee may consider, at the inception of each school year, establishing a maximum disbursement for each application, to ensure availability of benefits throughout the school year. In no circumstances, however, may members of the committee solicit from or review medical/health data of the teacher-applicant or require the teacher-applicant to undergo a physical examination to substantiate a request for benefits. The determination as to whether to grant benefits to a teacher-applicant shall be by majority vote. A denial of benefits is final and binding and shall not be subject to the grievance procedure.
- b) If granted, the use of Major Illness Bank benefits shall commence only after the individually accumulated sick leave of the teacher-applicant has been exhausted, or after thirty (30) consecutive working days, whichever shall last occur, provided however, that the committee may waive this thirty (30) day requirement in individual circumstances, by majority vote. In addition, if a teacher granted benefits through the committee subsequently returns from a FMLA/ADA Leave, and thereafter suffers a recurrence of the same illness or a new illness, and is thereafter again on a newly authorized FMLA/ADA Leave, the committee may waive the 30-day requirement if the period intervening between illnesses was inadequate to permit the teacher to accumulate 30 days of individual paid sick leave.
- c) In the event that a teacher receives benefits from the Major Illness Bank that extend to the end of the school year, and thereafter the teacher continues on the same or a new FMLA/ADA Leave into the ensuing school year, the teacher must reapply to the Major Illness Bank committee for additional benefits, in accordance with section 6.3.
- d) Any teacher who withdraws from the Major Illness Bank will not be permitted to withdraw their contributed days.

- e) In no event shall the charge to said Bank on account of any one major illness or accident of any one applicant exceed one hundred eighty (180) days in total.

6.4 On June 20 of any school year, the unused days in the Major Illness Bank may be carried over to the successive school year, provided that the Bank shall not exceed three hundred seventy-five (375) days after combining this “carry over” amount with the contributions to the Bank for that next school year. Thus, at the start of the school year, the maximum amount available for use that school year shall not exceed 375 days.

6.5 Decisions of the aforementioned committee shall not be subject to the grievance procedure.

6.6 There shall be deducted from the salary due any teacher under the provisions of Section 4 the amount of any benefit paid for the same period under Workers' Compensation Act of the State of Rhode Island.

6.7 At such time as a teacher has accumulated the maximum of one hundred fifty (150) sick days, they shall be paid one half (1/2) of their per diem rate of pay, or \$50, whichever is less, times the number of days in excess of 150 days. Payment shall be made effective as of the first School Department payroll period in July.

SECTION 7. PARENTAL LEAVE

7.1 Teachers shall be granted a leave of absence without pay (except for discharge of sick leave as described in section 7.5 below) for up to one (1) calendar year for childrearing of natural or adoptive children (“Parental Leave”).

7.2 The teacher who elects to take Parental Leave must notify the School Committee in writing at least thirty (30) days prior to the commencing of the leave.

7.3 The teacher must return on the first day of the school year. If the teacher commences Parental Leave after January 1 of any year, the teacher may take such Parental Leave in excess of one calendar year providing for a return on the first day of the school year of the following calendar year.

7.4 Upon return the teacher shall be placed in the assignment that was left if the position is still open and, if the position that was left is not open, the teacher shall be placed in as nearly comparable a position as is available and all unused benefits accrued prior to said leave shall be credited to the teacher.

7.5 Parental Leave shall be inclusive of and run concurrently with any leave to which a teacher may be entitled pursuant to the FMLA and the RIPFMLA. A teacher on Parental Leave may discharge their sick and personal time until the FMLA or RIPFMLA Leave is ended, provided that once the teacher has exhausted sick and personal leave, and is on unpaid leave, the teacher may elect to continue to receive health care coverage for the

remaining period of Parental Leave under the group plans provided through the School Committee and in effect, on the condition that the teacher pays the full cost of that insurance at the “working rate,” in advance of each calendar month.

SECTION 8. SABBATICAL LEAVE

8.1 A teacher may request an unpaid leave of absence for half the school year or more subject to the following requirements:

- a) A full school year with 50% of salary (including the current increment); or
- b) One-half school year with 50% of salary (including the current increment)

8.2 No requests for Sabbatical Leave will be considered by the School Committee if

- a) The request, if granted, would result in more than 2% of the teaching staff being absent on sabbatical at one time.
- b) The request, in writing, is not received by the Superintendent on or before February 1 of the year preceding the school year in which leave is requested.
- c) The request is made by a teacher who has not completed five (5) consecutive full school years of service in the Barrington School District.

8.3 No requests for Sabbatical Leave shall be granted by the School Committee unless as a condition thereof, the teacher shall agree to return to employment in the Barrington School District for a period twice as long as the duration of the Sabbatical Leave granted. In the event a teacher should fail to return to fulfill the requirement to serve twice the duration of the Sabbatical Leave, the teacher shall reimburse the Barrington School District for the payments received during the Sabbatical Leave on a pro-rata basis.

8.4 Upon return to the Barrington School District the teacher shall be placed on the appropriate step on the salary schedule as though such teacher had not been on Sabbatical Leave.

8.5 Sabbatical Leaves will not be charged to sick leave.

8.6 Courses taken while on Sabbatical Leave are not eligible for tuition reimbursement.

SECTION 9. LONG-TERM LEAVES

A teacher may request an unpaid leave of absence for half the school year or more subject to the following requirements:

9.1 Requests must be submitted in writing to the Superintendent who will refer the matter to the discretion of the School Committee.

9.2 No leave of absence in excess of one (1) year will be granted except for military service or service as President of the NEARI (not more than two (2) years).

9.3 Teachers who state their intention to resign following the denial of a request leave of absence may request consideration for reemployment and are entitled to be advised in writing as to whether such request will be granted.

9.4 A teacher on leave of absence during the second half of any school year will not be permitted to return for the following school year unless notice of their desire to return is mailed by certified mail to the Superintendent no later than May 15 of the school year for which such leave was granted. The Committee will cause notice of the May 15 deadline to be mailed to teachers on leave of absence at their last known address no later than May 1 of each year.

SECTION 10. SHORT TERM LEAVES.

The Superintendent may grant leaves of absence of fewer than five (5) days to teachers requesting the same. Leaves of absence for periods of more than four days and less than half the school year may be granted by the School Committee to teachers requesting the same in writing and in advance. For each day of such absence there shall be a deduction from the teacher's contractual salary calculated in accordance with Article 8, Section 5. Such deductions shall be made from the final payroll check of the school year for teachers paid in 26 installments.

SECTION 11. EDUCATIONAL LEAVE

11.1 Upon recommendation of the Superintendent, the School Committee may grant an unpaid leave of absence of one (1) school year to a teacher for the purpose of advancing the teacher's professional development and/or knowledge, skills, or training.

11.2 Teachers shall submit all requests for Educational Leave in writing to the Superintendent. Educational Leave shall be unpaid, although the teacher shall be afforded the opportunity to continue to receive health care coverage under the group plans provided through the School Committee and in effect, on the condition that the teacher pays the full cost of that insurance at the "working rate," in advance of each calendar month. The granting of such leave shall be discretionary with the School Committee, which discretion shall not be exercised in an arbitrary or discriminatory manner.

11.3 No requests for educational leave shall be granted unless as a condition thereof, the teacher shall agree to return to employment with the School Committee for a period as long as the duration of the educational leave allowed.

11.4 The teacher on educational leave may be awarded tuition aid in accordance with Article 7, provided however, that if the teacher does not return to employment with the School Committee for the full period set forth under Section 11.3, they shall be required to

repay that tuition aid in full.

SECTION 12. LEAVE OF ABSENCE FOR NEW JOB

12.1 A teacher may request an unpaid leave of absence to assume a job outside of the Barrington School District, provided that such job is not in teaching in another public or private school at the K-12 level. The request must be submitted in writing to the Superintendent by no later than May 15th of the school year in advance of the school year during which the teacher seeks to take the leave. The Superintendent will refer the matter for decision to the discretion of the School Committee. The granting of such leave shall be discretionary with the School Committee, which discretion shall not be exercised in an arbitrary or discriminatory manner.

12.2 The leave may be for one school year, to commence the forthcoming school year. If the teacher seeks to extend this leave for one (1) additional school year, they must submit the request for renewal to the Superintendent by no later than May 15th, and the Superintendent will again refer the matter for decision on renewal to the discretion of the School Committee. The granting of such renewal shall be discretionary with the School Committee, which discretion shall not be exercised in an arbitrary or discriminatory manner.

12.3 A teacher on leave under this Section 12 will notify the Superintendent of their intention to return by no later than May 15 of the last year of their leave. No more than one (1) leave and/or extension for such purpose may be taken by any teacher in any five (5) year period.

ARTICLE 11 **TEACHER DUTIES**

SECTION 1. In the event of the absence of either regular or special area teachers, a reasonable effort will be made to obtain a substitute qualified in the subject involved. If the District is unable to obtain qualified substitute coverage, and teachers are required to cover the classes of an absent colleague, then the teacher providing that coverage shall be paid a sum at the curriculum rate in addition to their daily compensation, but only if they are required to provide coverage during their preparation period. In the unusual circumstance that the District is unable to provide coverage either by hiring a qualified substitute teacher or through coverage by teachers or other qualified District staff, then the District shall reassign the students from the class of the absent teacher to the classes of similarly situated teachers in the building, each of whom shall be paid the daily coverage rate of \$220.00 for a full day, to be divided equally by all those teachers who are collectively providing coverage in this manner. In the event the coverage is for less than a full day, the payment of \$220.00 will be prorated accordingly.

SECTION 2. Teachers shall not be required to perform the duty of collecting money from students with the exception of the collection of curricular cost of programs and, no more

than once per week, lunch and milk money. Curricular cost of programs shall not include such items as class photographs, insurance, class rings, yearbook or any other items not clearly related to curriculum.

SECTION 3. Secondary teachers shall not be required to teach in more than two (2) subject areas, i.e., more than two of the following subject areas: Art, business, English, industrial arts, language, mathematics, music, physical education, science and social studies.

SECTION 4. A schedule of duty assignments for all teachers shall be posted within each school.

SECTION 5. Teachers shall not be required to perform morning and afternoon bus duty supervision.

SECTION 6. The NEAB President and Grievance Chairperson shall not be assigned any non-teaching duties.

SECTION 7. Elementary teachers will be relieved of non-teaching duties by the use of teacher assistants and/or volunteers for that purpose so as to permit concomitant addition of fifteen minutes of teaching time or engaging in such other professional activities as the Administration shall direct without expanding the length of the teachers' day. Among the permissible alternatives by which to accomplish the purposes aforesaid is the reduction of recess time by 15 minutes. The means by which this shall be accomplished may vary from school to school but such means as may be selected by any school must have the approval of the Superintendent. Nothing herein shall permit violation of the Support Group Collective Bargaining Agreement or affect in any way the operation of Article 11 Section 2.

ARTICLE 12 **DUTY FREE LUNCH PERIODS**

All teachers shall have an uninterrupted duty-free lunch period of at least 20 minutes. Teachers shall, at their discretion, 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.

ARTICLE 13 **USE OF SCHOOL FACILITIES**

The NEAB shall be granted the right to use school buildings without cost at reasonable time for meetings. Requests for use of buildings will be made to the Principal of the building in advance.

The School Committee will provide a bulletin board in the Teacher's Lounge in each school on which the NEAB shall have the right to place notices, circulars and other materials. Such materials may also be placed in teachers' mailboxes.

ARTICLE 14
HEALTH & LIFE INSURANCE

SECTION 1. The School Committee will pay 80% of the PPO Co-insurance Benefit Plan Coverage includes individual, family or domestic partner for those eligible.

The School Committee shall provide a plan of healthcare insurance, known as the current "PPO Co-insurance Benefit Plan," as outlined in the attached Summary Plan Description² and further described in the Subscriber Agreement between the District and the Plan Administrator. The benefits as described in the Subscriber Agreement shall remain in effect for the period of this contractual Agreement. The NEAB acknowledges that the Plan Administrator* reserves the right to adjust the benefits in various circumstances including change resulting from any state or federal law or regulation. The NEAB also acknowledges that the Prescription Drug Formulary (prescription drugs and dosage forms) covered under this Plan may be subject to periodic review and changes. The NEAB accepts such Plan Administrator based changes.

*The current Plan Administrator is Blue Cross.

SECTION 2. Teachers who utilize Classic Blue Cross/Blue Shield Managed Benefit Program as of July 1, 2012 may continue in the utilization of such plan. Teachers electing these plans shall be responsible for any costs that exceed the actuarial rate of the current "PPO Co-insurance Benefit Plan."

SECTION 3. The School Committee will pay 80% of the cost of dental Insurance (level 1, 2, 3 and 4) with Student Rider (to age 23) except as provided in Section 6. Coverage includes individual, family or domestic partner for those eligible.

SECTION 4. Teachers on FMLA/RIPFMLA or ADA Leave and Parental Leave shall continue to receive health care coverage as set forth in the relevant provisions of Article 10. Teachers on Workers' Compensation will retain said health insurance and dental coverage specified in Sections 1 and 3 except as provided in Section 6 hereof until the second anniversary of the date of first receipt of Workers' Compensation. Teachers on Sabbatical Leave, Long Term Leave, Educational Leave, Leave of Absence For A New Job, or Workers' Compensation for a period in excess of two years shall be permitted to retain said health insurance and dental coverage for the duration of leave but only on condition that they pay the full cost thereof.

SECTION 5. Teachers eligible for family coverage may make an annual election to waive the health and/or dental insurance plan coverage provided in Sections 1 and 3, above. In

² A summary plan description is attached hereto as Appendix D.

such cases, and subject to the proviso regarding the September 1, 2019 effective date set forth below, teachers hired before May 1, 2013, shall be paid, on an annual basis, Two-Thousand-Five-Hundred (\$2,500) dollars for health insurance and Two Hundred Fifty (\$250) dollars for dental insurance. Teachers hired on or after May 1, 2013, shall be paid, on an annual basis Fifteen Hundred (\$1,500) dollars for health insurance and Two Hundred Fifty (\$250) dollars for dental insurance. A teacher who makes such election may re-enroll in either or both such plans only on the plan anniversary date, provided, however, that a teacher who has made such election because of duplicate coverage may re-enroll, as permitted by the carrier, immediately upon losing such duplicate coverage. Effective September 1, 2019, all teachers who marry persons employed by the Committee or Town and who receive health insurance through the Committee or Town, will no longer receive a buyback payment.

SECTION 6. Part-time teachers shall receive benefits in accordance with this Article prorated on the same basis as salaries for part-time teachers are pro-rated.

SECTION 7. Teacher contributions to the cost of health care coverage shall be pre-tax to the extent provided by law, and, where necessary to comply with federal law, this Agreement will be amended to achieve that result; provided, however, that no additional expense to the School Committee is entailed.

SECTION 8. The Plans provided for in Sections 1, 2 and 3 hereof may be changed with the consent of the NEAB.

SECTION 9. The Committee shall provide group life insurance coverage for each teacher in the amount of thirty-five thousand (\$35,000) dollars.

SECTION 10. During the term of this agreement, the School Committee agrees to maintain medical and dental insurance plans and PPO network substantially equivalent to the current PPO co-insurance benefit plan and current Barrington Dental Plan if an alternative is proposed.

ARTICLE 15 **EVALUATION / MENTORING**

SECTION 1. Evaluation

1.1 The NEAB and School Committee shall fully implement the Rhode Island Model Teacher Evaluation and Support Systems as provided by the RIDE.

1.2 Areas of the Rhode Island Model Teacher Evaluation and Support System that call for Local Education Agency (LEA) flexibility will be addressed by the District Evaluation Committee including: pre- and post- conferences, complementary evaluators, providing procedural safeguards to ensure the integrity of the system, the length of evaluation conferences, school-wide approaches to professional growth goals, the number of

announced and unannounced classroom observations, the scheduling of announced visits, artifact review processes and timelines, and student learning objectives (SLO) process.

1.3 A District Evaluation Committee (DEC) will consist of the Superintendent and NEAB President or their designee from the elected executive board. The DEC will also consist of three teachers (one from elementary, one from secondary, and a certified support professional) selected by the NEAB President, and three administrators selected by the Superintendent. The DEC shall be immediately formed. The duties and responsibilities of the DEC shall be as follows:

1. Identify and plan for necessary training/support to certified District staff and their evaluators prior to and during full implementation.
2. Identify and plan for necessary training/support to certified District staff and their evaluators who are new to the District each year.
3. Solicit and review ongoing feedback to consider improvements and implement changes to the District's implementation plans.
4. The District Evaluation Committee will recommend professional development topics to the Professional Development Committee, when appropriate.
5. Develop and implement an appeals process to ensure the integrity of the evaluation system, as required by RIDE guidelines, but subject however to the provisions in Sections 1.4 and 1.5, below.

1.4 There shall be an Appeals Committee, comprised of three (3) members. One (1) member shall be appointed by the Superintendent. One (1) member shall be appointed by the NEAB President. The third member shall be selected from a rotating list of educators, mutually agreed upon by the NEAB President and the Superintendent, and trained in the RIDE evaluation system.

1.5 Teachers may challenge their final effectiveness rating through the Appeals Committee. The decision of the Appeals Committee may be appealed to the Superintendent. In the event the teacher appeals a rating of "effective," the decision of the Superintendent shall be final. In the event the teacher appeals a rating of "developing" or "ineffective," the teacher may file a grievance on procedural grounds beginning at Step 4 under Article 9 Section 2.4. The appeals process provided under this section shall not prohibit a teacher from other appeals procedures under RIGL Title 16 or 28, or other rights granted under State or Federal law.

1.6 A teacher who is participating in the evaluation process in no way waives their due process rights granted under any collective bargaining agreement, RIGL Title 16 or 28, or any other rights granted under State or Federal law.

1.7 In the event of final adjudication by a court of competent jurisdiction, including the exhaustion of all avenues of appellate review, that the subjects covered by the provisions specified in Sections 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6 above, are mandatory subjects of bargaining, the parties shall reopen the collective bargaining agreement solely for the purpose of bargaining those subjects specified in Sections 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6 above.

SECTION 2. Mentoring

2.1 All teachers new to the Barrington Public Schools must participate in the Mentor Program for one (1) year and are eligible to remain in the program, if necessary, for two (2) additional years. The Collegial Support Committee oversees this program and works directly with the Director of Curriculum and Instruction.

2.2 The Collegial Support Committee shall be composed of the Mentor Coordinator who shall function as chairperson, the Director of Curriculum and Instruction, a building liaison from each school and an NEAB representative.

2.3 Mentors shall be selected based on the following criteria:

- District need
- Applicant's past professional evaluations (last 3 years)
- Attendance History
- Ability of the applicant to meet the needs of the District as determined by the Superintendent or designee in consultation with applicable Department Chair or Teacher Leaders
- The Superintendent's decision to accept a mentor is final and not subject to the grievance process.

SECTION 3. Exit Interview to Guide Teacher Leaders

Teachers who are eligible to and retiring under the Rhode Island pension system, and who have at least twenty (20) years of teaching experience in the Barrington School District may elect to participate in an exit interview process ("Exit Interview Process") in advance of their retirement, the purpose of which shall be to share their expertise and experiences with other educators as a form of professional development and peer coaching, and to provide constructive feedback to the leadership on which practices have been effective, and how the District can improve. Those who elect to participate in the Exit Interview Process will receive a set of written inquiries from the Superintendent in advance of the exit interview, which they shall address by providing complete and thorough written responses that they will be prepared to review and discuss with the Superintendent at that interview, to be scheduled at a mutually convenient time for the Superintendent and teacher. The teacher's written response shall not be confidential. Teachers participating in the Exit Interview Process shall be compensated at the rate of \$150.00 per year of teaching experience, up to a career maximum of Four-Thousand-and-Five-Hundred-Dollars (\$4,500.00).

ARTICLE 16
TEACHER PROTECTION

SECTION 1. Teachers shall receive prompt notification of a student in their classes who has severe physical and/or emotional problems within the knowledge of the Administration.

SECTION 2. Whenever a teacher is absent from school as a result of personal injury caused by an unprovoked assault occurring in the course of their employment, they will be paid their full salary for the period of such absence up to one year from the date of injury, and no part of such absence will be charged to their annual sick leave. The term "assault" is defined in R.I. Gen. Laws § 9-1-31.

SECTION 3. Whenever a teacher is absent from work as a result of an on the job injury caused by other than assault, they shall receive the difference between Workers' Compensation and their full salary by utilizing prorated accumulated sick leave at the rate of 1/2 sick leave day for each day absent.

SECTION 4. The School Committee shall have the right to have the teacher examined by a physician designated by the School Committee for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing their duties, and the opinion of said physician as to the said period shall control.

SECTION 5. The School Committee will reimburse teachers, but in no event in an amount in excess of \$200, for any clothing or other personal property (excluding automobiles) damaged or destroyed in the course of employment where such damage or destruction is of a value of \$20 or more, provided such damage has not been caused by the teacher's gross negligence.

SECTION 6. If criminal or civil proceedings are brought against a teacher alleging that they committed any offense or tort in connection with their employment, such teacher may request the School Committee to furnish legal counsel to defend them in such proceedings. The School Committee will evaluate the request and the circumstances of the assault or tort and may provide counsel or reimbursement of reasonable counsel fees if the School Committee in its discretion deems the teacher's case to be meritorious.

SECTION 7. There shall be deducted from the salary due any teacher hereunder the amount of any benefit paid for the same period under the Worker's Compensation Act of the State of Rhode Island.

ARTICLE 17
NOTIFICATION TO NEAB
EMPLOYMENT AND TERMINATION

The name and address of any teacher employed or terminating employment shall be sent to

the President of the NEAB upon notification to the applicant of their employment or upon termination.

ARTICLE 18
ORIENTATION PROGRAM

An orientation program will be mutually organized and implemented by the NEAB and the School Committee for newly hired employees.

ARTICLE 19
JOB DESCRIPTION

SECTION 1. Appendix B and Appendix C set forth the administrative and coaching positions in existence at the effective date of this agreement and job descriptions for each will be provided the NEAB on request. The NEAB will be advised in writing of any change or modification in the job description. Effective September 1, 2020, Appendix C shall no longer be a part of this Agreement.

SECTION 2. In the event that new positions are created or existing positions substantially changed, pursuant to Section 1, the Committee shall assign a stipend to such new or changed position. If the NEAB shall consider any stipend inadequate, it may grieve in accordance with Article 9 and the award of an arbitrator shall be binding and retroactive to the date of the first day on new or changed position.

ARTICLE 20
NOTIFICATION OF OPENING AND
REQUESTS FOR TRANSFER

VACANCIES

In making all appointments to the aforesaid vacancies and openings the Superintendent or their designee shall not discriminate because of race, creed, color, religion, national origin, sex, marital status, sexual orientation, and gender identity and expression

SECTION 1. A vacancy is defined as an opening that results from the death, resignation, retirement, discharge or long-term leave of absence (as defined in Article 10, Section 8) of a full-time teacher, or from the creation of a new full-time position.

SECTION 2. All vacancies, except for Academic/Instructional Leadership positions listed under Appendix B, but including all other positions listed in Appendix B and Appendix C (until August 31, 2020, after which Appendix C shall not be a part of this Agreement), shall be posted so that both internal and external candidates may apply. Internal postings shall be made on the District's website and notice via electronic mail sent to the NEAB President and to all certified teachers currently in the employ of the District. The posting of

the elementary vacancy shall state the grade span, i.e., early childhood (K-1), or elementary (1-3).

SECTION 3. Vacancies in teaching positions shall be filled in the following manner:

3.1 Where the vacancy occurs during the school year, the Superintendent shall first seek to fill it from the recall list in accordance with section 4 below, and with Article 21, sections 4.3 and 4.6. If no list is available, or if the teacher rejects the offer as set forth in Article 21, section 4.7, or is not selected under section 4, then the Superintendent shall post the position and invite both external and internal candidates to apply. The Superintendent shall select the candidate to fill the position in accordance with section 4 below, provided that if the internal candidate is selected, they shall not commence the assignment until the following school year.

3.2 When a vacancy arises during the summer closing, the Superintendent shall post the position and invite both external and internal candidates to apply. The Superintendent shall select the candidate to fill the position in accordance with Section 4.

3.3 Where the vacancy results from a leave-of-absence for the following school year, it shall be posted, as provided in Section 2. In the case of leave-of-absence, however, the posting will indicate that the vacancy is temporary and that the position, if available, will be filled by the teacher on leave-of-absence upon their return. Teachers transferred to such temporary vacancies will be subject to assignment at that time.

SECTION 4. The most qualified applicant shall receive the position based upon education, training, experience, ability, certification, previous employment record and the specific requirements of the position to be filled. When applicants are equally qualified, vacancies shall be filled on the basis of seniority. With respect to a potential recall to employment of an individual given notice of layoff, the District acknowledges that, absent compelling evidence, there is a presumption that said individual is the most qualified for the position from which they were laid off.

INVOLUNTARY TRANSFERS

SECTION 5. Decisions on teaching assignments shall be made by Superintendent or their designee, but in making such assignments the Superintendent or designee shall:

5.1 Transfer on the basis of the specific requirements of the position to be filled and work experience in the District except for good cause to do otherwise.

5.2 Restrict assignments to areas in which the teacher is certified.

5.3 Give as much notice in writing as possible to the teacher or teachers involved and meet upon request with said teachers before a final decision is made in order to permit the teacher to be heard on the matter. In cases where a teacher's assignment involves an involuntary transfer, or in cases where an involuntary transfer is made during the school

year, the affected teacher shall be entitled to meet with a representative of the Administration in advance of such transfer, at which time the Administration will entertain, in good faith, suggestions, if any, as to how the involuntary transfer can be avoided. If requested by the teacher, a representative of the NEAB may be present.

SECTION 6. Teachers under contract will be verbally notified by June 30th, where practicable, of the building, courses and levels for the coming year. In no event shall written notice be later than August 1st except where changes are necessitated by information not available to the Administration prior to August 1.

ARTICLE 21 **SENIORITY, LAYOFFS & RECALLS**

SECTION 1. The term seniority, as used in this Agreement, shall mean length of employment and shall commence with a teacher's first day of employment on a contractual basis.

SECTION 2. On or before December 1 of each year the School Committee shall publish a seniority roster which will be posted in each of the schools. In determining the relative seniority ranking of teachers the time and dates stamped on the returned signed assignment sheet reflecting the commencement of continuous employment shall govern. If the time and date are the same as between two or more teachers, then seniority shall be determined by drawing lots. For those assignment sheets that were not stamped with time and date, seniority shall be determined by date typed on the face of the assignment sheet. Should the date on the face of more than one assignment sheet be the same, seniority will be determined by drawing lots. If a teacher questions their position on the seniority roster, and the matter cannot be resolved informally, the dispute shall be referred to the Grievance Procedure.

Seniority shall accrue during active employment and during all authorized leaves of absence but shall not accrue during periods of layoff. Seniority shall terminate upon:

2.1 Resignation

2.2 Discharge for cause (misconduct or incompetence)

2.3 Failure to accept recall to full-time permanent employment from layoff.

2.4 Failure to return to work upon expiration of a leave of absence unless prevented from doing so by circumstances beyond the control of the teacher.

SECTION 3. A "layoff," as that term is used in this agreement, shall mean and refer to termination or suspension of employment for any reason other than performance, misconduct, resignation, retirement or disability. Layoffs shall take place in accordance with the following procedure:

3.1 On or before June 1 of each year or such other date as may be fixed by law, the School Committee shall notify all teachers who are to be laid off at the end of the school year.

3.2 Layoffs shall be within the areas of certification affected by the layoff and based upon the criteria outlined in Article 20 Section 4.

3.3 Any teacher notified of layoff, who, in the event of layoff, would have recall rights in any other area(s) of certification may accept layoff or elect to request a transfer to replace a teacher having the least seniority in any such area(s) of certification, such request for transfer shall be considered based upon the criteria outlined in Article 20 Section 4 above. Any teacher so replaced shall have the same rights as the teacher who replaced them. A request to transfer in lieu of layoff must be made within five (5) school days of June 1 and each teacher replaced by transfer must exercise their request to transfer in lieu of layoff within five (5) school days of notice of replacement.

SECTION 4. Teachers on layoff shall have the following recall rights:

4.1 The right to recall extends to any teaching vacancy in an area in which a laid off teacher was certified as of the June 30 following notice of layoff.

4.2 First priority for recall to available positions shall be accorded teachers laid off (suspended) pursuant to 16-13-6 of the General Laws. Such teachers shall be recalled in accordance with said statute.

4.3 When the terms of 4.1 have been observed, other teachers on layoff shall be entitled to recall subject to the provisions of Article 20 Section 4 above.

4.4 No new teacher may be hired for any vacancy until all teachers on layoff who have the right of recall subject to the provisions of Article 20 Section 4 above.

4.5 A vacancy posted in accordance with Article 20, Section 3.2 may be filled by transfer so long as to do so does not block the recall of a laid off teacher.

4.6 Subject to the provisions of 4.2, when the School Committee intends to fill a position for which a laid off teacher has certification, the Superintendent shall notify, by email, all teachers with a right of recall at the teacher's last known email address. Such teachers with a right of recall shall be duly considered for the vacancy based upon the criteria established in Article 20 Section 4. Any teacher selected pursuant to Article 20 Section 4 above will notify the Superintendent in writing of their intent to accept or reject the position within a period of five (5) calendar days after receipt of notification. If a teacher is not selected under Article 20, section 4, they shall remain on the recall list subject to section 4.8.

4.7 If a notified teacher refuses to accept the permanent full-time position offered or fails to respond to such notification within five (5) calendar days, such teacher will lose all rights under this provision.

4.8 Any right to recall as provided by this collective bargaining agreement shall not extend to a teacher who has been separated from employment for more than two (2) years.

SECTION 5. The provisions of this Article shall apply to part-time teachers as well as full-time teachers. Full-time teachers shall not forfeit seniority by refusing to accept recall to part-time employment but for all purposes except layoff and recall under R.I.G.L. Title 16, Section 36, seniority shall accrue only through active service. Part-time employees shall forfeit seniority by refusal to accept recall to employment requiring a greater teaching load with a consecutive schedule.

ARTICLE 22 **PERSONNEL FILES**

A personnel file on each teacher shall be maintained in the School Administration Office.

It shall be the responsibility of the teacher to furnish information necessary to keep this file up to date.

Included in this file shall be evidence of each degree the teacher has been awarded, official transcripts of all college courses completed, evidence of teacher certification, copies of contracts, teaching assignments and of evaluation forms completed on non-tenure teachers. No material derogatory to a teacher's conduct, service, character or personality shall be placed in a teacher's file unless the teacher is notified that such material is being placed in their file. Upon request the teacher shall be given the opportunity to inspect such material and shall acknowledge that they have read such material by affixing their signature on the copy to be filed. Such signature merely indicates that they have read the material to be filed; it does not indicate agreement with its content.

A teacher may review their file at any time on reasonable notice and may submit additional letters or documents that they wish kept in their file. A teacher shall have the right to reproduce all material in their file.

The foregoing provisions of this Article shall not apply to placement office papers or references obtained when processing a teacher's initial application or medical reports submitted in confidence and a teacher may not have access to such papers and documents.

ARTICLE 23 **SELECTION OF TEXTS,** **PROCUREMENT OF SUPPLIES,** **MAINTENANCE**

Teachers will be involved in the selection of texts and/or instructional materials, which pertain to their instructional activities prior to the ordering by the administration of such texts and materials for new or existing programs. The Superintendent or their designee, will provide the basic required textbook for each class or course in numbers sufficient to ensure

that each student has their own textbook. Teachers will notify the administration promptly of any shortage that exists. The Superintendent or their designee, will endeavor to assure proper and timely distribution of texts, equipment and supplies among teachers in each school. The Administration will give good faith consideration to reasonable requests for equipment, supplies, and maintenance made by teachers and will advise the teachers of the disposition made of their request.

ARTICLE 24 **SALARIES**

SECTION 1. The Salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.

SECTION 2. All persons on the Teachers' Salary Schedule will be paid in twenty-six (26) equal installments commencing in September, provided, however, those payments due during the months of July and August shall be paid prior to June 30.

Professional Development activities engaged in the District on pre-determined contractual professional development days may only be used to maintain a lane, but not to support a lane change. Any other authorized professional development may be used to support (or maintain) a lane change (consistent with Article 24, Section 5.5).

SECTION 3. Those persons receiving additional remuneration for additional responsibilities and/or duties shall be compensated as set forth in Appendix "B".

SECTION 4. A person who has completed the requirements for a Masters' degree or advanced course work beyond a Masters' degree is entitled to increased pay as delineated in Appendix A. Placement on advanced lanes will occur based on the following:
When a person has completed the requirements for said advanced coursework on or before February 1 of the school year, that person shall be put on a higher pay step immediately upon submission of proof.

When a person has completed said advanced coursework after February 1 of the school year, that person shall be put on a higher pay step at the commencement of the next school year.

SECTION 5. Additional remuneration not set forth in Appendices "A" or "B":

5.1 A classroom teacher who receives and maintains certification from the National Board for Professional Teaching Standards (NBPTS) and continues teaching in Barrington shall receive a stipend in the amount of three thousand five hundred dollars (\$3,500). This sum shall be an annual payment, to be added to the base.

5.2 The Bachelor's plus 36 stipend of \$598 shall continue to be paid to those teachers who were receiving it as of September 1, 1997.

5.3 Individuals who have been awarded a Doctorate (Ph.D., Ed.D.) or a Juris Doctor Degree shall receive a \$4,000 payment. This sum shall be an annual payment, to be added to the base.

5.4 Individuals who have earned forty-five (45) credits beyond a Masters' Degree shall be paid in accordance with the "CAGS" advanced lane.

5.5 In order to remain on the Masters' plus fifteen (15), Masters plus thirty (30) and Masters plus forty five (45) steps teachers must have completed sixty (60) hours of professional development or four (4) graduate credits within the last five years. The Central Office shall maintain documentation to ensure that appropriate professional development has been completed.

5.6 Mileage reimbursement shall track IRS Standard Mileage Rates for Business IR-2015-137 as amended from year to year by the IRS (\$.54 for 2016).

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

BARRINGTON SCHOOL COMMITTEE

By: *Aina J. Bae*
Date: August 29, 2022

NEA BARRINGTON
By: *Ben J. Hub*
Date: August 31, 2022

Appendix A

Annual Salary by Degree/Step FY23 (2.75% increase for all lanes and steps)

	B	B36	M	M15	M30	M45	CAGS
Step 1	\$43,010	\$42,985	\$48,067	\$49,648	\$51,602	\$52,153	\$52,153
Step 2	\$44,440	\$44,395	\$49,547	\$51,158	\$53,127	\$53,677	\$53,677
Step 3	\$46,822	\$46,741	\$52,013	\$53,670	\$55,666	\$56,217	\$56,217
Step 4	\$51,012	\$50,869	\$56,351	\$58,094	\$60,132	\$60,685	\$60,685
Step 5	\$53,713	\$53,530	\$59,145	\$60,943	\$63,010	\$63,561	\$63,561
Step 6	\$57,045	\$56,812	\$62,595	\$64,461	\$66,564	\$67,114	\$67,114
Step 7	\$59,615	\$59,343	\$65,254	\$67,175	\$69,303	\$69,854	\$69,854
Step 8	\$62,303	\$61,992	\$68,038	\$70,013	\$72,169	\$72,721	\$72,721
Step 9	\$68,850	\$68,442	\$74,815	\$76,924	\$79,149	\$79,698	\$79,698
Step 10	\$78,890	\$78,334	\$85,408	\$87,760	\$90,175	\$90,755	\$90,755
Step 11	\$94,830	\$95,481	\$98,889	\$99,600	\$101,229	\$101,841	\$101,841

Annual Salary by Degree/Step FY24 (3.00% increase for all lanes and steps)

	B	B36	M	M15	M30	M45	CAGS
Step 1	\$44,300	\$44,275	\$49,510	\$51,137	\$53,150	\$53,717	\$53,717
Step 2	\$45,774	\$45,727	\$51,033	\$52,693	\$54,721	\$55,287	\$55,287
Step 3	\$48,227	\$48,143	\$53,573	\$55,281	\$57,336	\$57,903	\$57,903
Step 4	\$52,543	\$52,396	\$58,042	\$59,837	\$61,936	\$62,506	\$62,506
Step 5	\$55,324	\$55,136	\$60,919	\$62,771	\$64,901	\$65,468	\$65,468
Step 6	\$58,756	\$58,516	\$64,473	\$66,395	\$68,560	\$69,128	\$69,128
Step 7	\$61,403	\$61,124	\$67,212	\$69,190	\$71,382	\$71,949	\$71,949
Step 8	\$64,173	\$63,852	\$70,079	\$72,113	\$74,334	\$74,903	\$74,903
Step 9	\$70,915	\$70,495	\$77,060	\$79,232	\$81,524	\$82,089	\$82,089
Step 10	\$81,257	\$80,684	\$87,970	\$90,393	\$92,881	\$93,478	\$93,478
Step 11	\$97,675	\$98,346	\$101,855	\$102,588	\$104,266	\$104,896	\$104,896

Annual Salary by Degree/Step FY25 (3.00% increase for all lanes and steps)

	B	B36	M	M15	M30	M45	CAGS
Step 1	\$45,629	\$45,603	\$50,995	\$52,671	\$54,745	\$55,329	\$55,329
Step 2	\$47,147	\$47,099	\$52,564	\$54,274	\$56,363	\$56,946	\$56,946
Step 3	\$49,674	\$49,587	\$55,180	\$56,939	\$59,056	\$59,640	\$59,640
Step 4	\$54,119	\$53,968	\$59,783	\$61,632	\$63,794	\$64,381	\$64,381
Step 5	\$56,984	\$56,790	\$62,747	\$64,654	\$66,848	\$67,432	\$67,432
Step 6	\$60,519	\$60,271	\$66,407	\$68,387	\$70,617	\$71,202	\$71,202
Step 7	\$63,245	\$62,958	\$69,228	\$71,266	\$73,523	\$74,107	\$74,107
Step 8	\$66,098	\$65,768	\$72,181	\$74,276	\$76,564	\$77,150	\$77,150
Step 9	\$73,042	\$72,610	\$79,372	\$81,609	\$83,970	\$84,552	\$84,552
Step 10	\$83,695	\$83,105	\$90,609	\$93,105	\$95,667	\$96,282	\$96,282
Step 11	\$100,605	\$101,296	\$104,911	\$105,666	\$107,394	\$108,043	\$108,043

APPENDIX B

Academic/Instructional

Teachers who seek to fill Academic/Instructional Leadership Positions shall apply through a process defined by the Administration and in accordance with Committee policy. The Superintendent, or their designee, shall select the most qualified applicant to fill the position; if two candidates are equally qualified, the candidate with the greater District experience shall be selected. If the Superintendent deems it necessary, they shall meet with the person in the Academic/Instructional Leadership Position on or about February 1st. By no later than May 1st, a teacher who seeks to continue in an Academic/Instructional Leadership Position for the forthcoming school year shall so indicate in a written communication directed to the Superintendent, who shall review and schedule a meeting with a teacher as necessary. By June 30th, the Superintendent shall finalize their recommendations for appointment for the forthcoming year; any position that is to be filled shall be posted by that date. No teacher so selected has the right to retain such position from year to year without reappointment by the Committee at the start of each school year upon recommendation of the Superintendent, or otherwise in accordance with law.

Position	Annual Stipend	Other Benefit	Grandparent Protection
Dept Head (District-Wide with 8 or more teachers in cohort, except for library sciences) <ol style="list-style-type: none"> 1. World Language 2. Physical Education 3. Music 4. Art 5. Library Sciences 6. Counseling (Guidance) 7. STEM 	\$4,050.00	1 Class Period Reduction ("PR") + Dedicated Duty ("DD")	\$4,367.00 (stipend shall apply to those currently holding position, until they vacate)
Dept Chair (High School) <ol style="list-style-type: none"> 1. Mathematics 2. Social Studies 3. English 4. Science 5. Special Education 	\$4,050.00	1 PR and 1 DD	\$4,367.00 (shall apply to those currently holding position, until they vacate) 2 PR and DD (shall apply to those currently holding position of Chair, including World Language and Counseling, until they vacate)
Head Nurse	\$4,050	N/A	\$4,367.00 (shall apply to person)

			currently holding position until they vacate)
Curriculum Leaders (8 positions) Elementary (3) 1. Science 2. Mathematics 3. Humanities Middle School (5) 1. English 2. Social Studies 3. Science 4. Mathematics 5. Special Education	\$5,400.00	N/A	N/A
LEAPP: Lead Educate & Promote the Profession (2 positions)	\$2,250.00	DD	N/A
Collegial Support (1 position)	\$2,250.00	N/A	\$4,367.00 (stipend shall apply to incumbent currently holding position until they vacate such position)
Head Teachers: K-3 (3 positions)	\$3,600.00	N/A	N/A
Proficiency Based Graduation Requirements Coordinator: High School (1 position)	\$2,700.00	1 PR and DD	N/A
Senior Project Coordinators: High School (2 positions)	\$6,075.00	2 PR and DD	To be implemented in 2020-2021. For 2019-2020 academic year only, each of two SPC to receive stipend of \$9,378.00 with 2 PR and DD
Advisor/Advisee (1 position)	----	DD	N/A
<u>IEP coordinators (6 positions)</u> 1. 3 at K-3 2. 1 at 4-5 3. 1 at MS 4. 1 at H	\$ 900.00 \$ 1,350.00 \$ 2,250.00 \$ 2,700.00	N/A	N/A
<u>RTI Chair (2 positions)</u> HS: 1 position MS: 1 position	HS: \$1,350.00 MS: \$2,250.00	HS: 1 PR & DD	
Building Mentor Liaison	\$450.00	N/A	N/A

Academic Learning Center	\$1,800.00	DD	N/A
School to Work	----	DD	N/A
Home Teaching	\$37.00	\$50.00 (weekend)	N/A
Curriculum	\$37.00	\$50.00 (weekend)	N/A

Student Activity/Leadership Positions

Teachers who seek to fill Student Activity Leadership Positions shall apply through a process defined by the Administration and in accordance with Committee policy. Both teachers and external candidates shall be invited to apply. The Superintendent, or their designee, shall select the most qualified candidate to fill the position; if two candidates are equally qualified, the person with the greater District experience shall be selected. No person, whether teacher or outside candidate, has a right to retain such position from year to year without reappointment by the Committee at the start of each school year upon recommendation of the Superintendent, or as otherwise in accordance with law.

Position	Annual Stipend
<i>High School</i>	
Yearbook	\$4,500.00
Student Council	\$4,050.00
Newspaper	\$ 900.00
Literary Review	\$ 900.00
Band Director	\$3,600.00
Band Dir./Theater	\$ 900.00
Choral Director	\$3,600.00
Choral Dir./Theater	\$ 900.00
Music Technical Director	\$2,250.00
Pep Band Director	\$ 675.00
Drama	\$6,750.00
Debate	\$4,500.00
TV Studio	\$4,500.00
Mock Trial Advisor	\$2,250.00
Computer Club	\$1,800.00
Mock Trial	\$2,250.00
Math League New England	\$1,800.00
Math League Rhode Island	\$1,800.00
Life Smarts	\$1,800.00
National Honor Society	\$3,600.00
Future Business Leaders	\$1,800.00
Class Advisor – 12	\$2,250.00
Class Advisor – 11	\$2,250.00
Class Advisor – 10	\$1,800.00
Class Advisor – 9	\$1,800.00
Interact	\$1,800.00

CHOICE ("Chain Reaction")	\$1,800.00
SADD/HOPE	\$ 900.00
Environmental Club	\$ 900.00
LBGTQR	\$ 900.00
Gender Equality	\$ 900.00
Health, Occupational & Science	\$ 900.00
Unified Activities (Theater)	\$ 900.00
Unified Activities (2 positions/athletic)	Stipend to be determined by Special Olympics
<i>Middle School</i>	
Yearbook	\$2,700.00
Student Council	\$2,250.00
Newspaper	\$ 675.00
Band Director	\$1,800.00
Choral Director	\$1,800.00
Math Counts	\$1,350.00
Drama	\$1,350.00
United Activities (2 positions/athletic)	Stipend to be determined by Special Olympics
<i>Hampden Meadows</i>	
Yearbook	\$1,800.00
Student Council	\$1,350.00
Music Director (2 positions)	\$1,350.00 (each position)
<i>Other</i>	
Science Olympiad (2 positions: HS & MS)	\$4,500.00 (each position)
Robotics (2 positions: HS & MS)	\$2,250.00 (each position)
Science Fair (2 positions: HS & MS)	\$2,250.00 (each position)
Club Assignment	\$ 675.00



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-639-2227 or (401) 459-5000 or TDD 711 or visit us at www.BCBSRI.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-639-2227 or TDD 711 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For In Network providers \$500 for an individual plan / \$1000 for a family plan. For Out-of-Network providers \$1000 for an individual plan / \$2000 for a family plan.	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Doesn't apply to preventive services, services with a fixed dollar copay, prescription drugs and diagnostic testing.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain preventive services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	You don't have to meet deductible for specific services.
What is the out-of-pocket limit for this plan?	For In Network providers \$1500 for an individual plan / \$3000 for a family plan. For Out-of-Network providers \$3000 for an individual plan / \$6000 for a family plan.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of <u>network providers</u> .	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No	You can see the <u>specialist</u> you choose without a referral.



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$15 copay; deductible does not apply per visit	20% coinsurance	None
	Specialist visit	\$25 copay; deductible does not apply per visit	20% coinsurance	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge; deductible does not apply	20% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge; deductible does not apply	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.Caremark.com .	Tier 1 generic drugs	\$7 copay (Retail) \$17.50 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	\$30 copay (Retail) \$75 copay (Mail Order); deductible does not apply	Not Covered	
	Tier 3 non-preferred brand name drugs	\$50 copay (Retail) \$125 copay (Mail Order); deductible does not apply	Not Covered	
	Tier 4 specialty prescription drugs	\$75 copay (CVS Specialty Pharmacy only); deductible does not apply	Not Covered	

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 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	\$100 copay; deductible does not apply per visit	\$100 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted. Air/Water Ambulance: No Charge. 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	\$50 copay; deductible does not apply per urgent care center visit	\$50 copay; deductible does not apply 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 for outpatient services	20% coinsurance/ office visit 20% coinsurance for outpatient services	Preauthorization is recommended for certain services
	Inpatient services	No Charge	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	\$25 copay; deductible does not apply per visit	20% coinsurance	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	Preauthorization is recommended
	Rehabilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy; limited to 30 visits each (combined for in and out of network); No Charge for services to treat autism spectrum disorder and are not subject to visit limits. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Habilitation services	20% coinsurance	20% coinsurance	
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Durable medical equipment	20% coinsurance	20% coinsurance	Preauthorization is recommended for certain services. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Hospice service	No Charge	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	\$25 copay; deductible does not apply per visit	20% coinsurance	Limited to one routine eye exam per year.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

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

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

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

Your Rights to Continue Coverage: 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.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

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

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next 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 **\$500**
- Specialist copayment **\$25**
- 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 Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost **\$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$30
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$590

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

- The plan's overall deductible **\$500**
- Specialist copayment **\$25**
- 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*)

Total Example Cost **\$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$780
Coinsurance	\$60
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$1,360

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

- The plan's overall deductible **\$500**
- Specialist copayment **\$25**
- 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*)

Total Example Cost **\$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$210
Coinsurance	\$20
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$730

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

Here's an overview of your CVS Caremark benefits.

Here's what you need to know about how and where to fill prescriptions to ensure they are covered under your plan. Visit **Caremark.com** for more up-to-date, personalized information about your plan.

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	Short-Term Medications	Long-Term Medications
Generic Medications Best option to help you save money	Fill at any pharmacy in your plan's network; Cost for up to a 30-day supply \$7 for one 30-day supply	Fill at CVS Pharmacy or CVS Caremark Mail Service Pharmacy; Cost for up to a 90-day supply \$17.50 for one 90-day supply
Preferred Brand-Name Medications Best option when a generic isn't available	\$30 for one 30-day supply	\$75 for one 90-day supply
Non-Preferred Brand-Name Medications Highest cost option	\$50 for one 30-day supply	\$125 for one 90-day supply
Specialty Medications	Your plan includes the PrudentRx program for certain eligible specialty medications exclusively dispensed by CVS Specialty. For these medications, 30% coinsurance will apply. If you are enrolled in PrudentRx, your final out of pocket cost will be \$0. If you opt out of PrudentRx, you will be responsible for the 30% coinsurance. Note: only the amount you pay out of pocket will be reflected in your annual deductible and/or maximum out-of-pocket.	
Maximum Out-of-Pocket	\$1,500 individual / \$3,000 family	

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Copayment, copay or coinsurance means the amount a plan participant is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

NUBAAG



Use Maintenance Choice[®] to Fill Your Long-Term Medications

And make the most of your new benefits

Maintenance Choice offers you choice and savings when it comes to filling long-term prescriptions (medications you take regularly such as asthma or high blood pressure medications). Simply make a few changes to enjoy these savings.

CVS Caremark[®] Mail Service Pharmacy:

- Enjoy convenient home delivery
- Receive your medications in private, tamper-resistant and (when needed) temperature-controlled packaging
- Talk to a pharmacist by phone

We'll make the transition easier by transferring any prescription you're currently filling by mail to CVS Caremark Mail Service Pharmacy as long as you have refills left.

We'll send your medications to your location of choice.

- When you receive your member ID card, register at **Caremark.com** and follow the instructions to request a new 90-day prescription or refill an existing prescription if one is available to you.
- Note: Prescriptions for some medications, including controlled substances and compound medications, cannot be transferred. If you're not sure if you are taking this type of medication, please talk to your doctor.

To sign up for mail service for the first time, you'll need to transfer your prescriptions.

Don't worry, we make it easy.

- For pickup at CVS Pharmacy[®], visit **Caremark.com/MoveMyMeds**
- For delivery by mail, visit **Caremark.com/RxDelivery**

CVS Pharmacy:

- Pick up your medication at a time that is convenient for you
- Enjoy same-day prescription availability
- Talk with a pharmacist face-to-face

To pick up at CVS Pharmacy, choose the option that works best for you. After January 1, 2022, you can:

- Register or log into **Caremark.com** to select a CVS Pharmacy location for pick up
- Visit your local CVS Pharmacy and talk to the pharmacist
- Call us using the number on your member ID card, and we'll handle the rest

For personalized support, call the phone number on your member ID card or visit Caremark.com (after your benefits begin).

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