

AGREEMENT

Between The

SCITUATE

SCHOOL COMMITTEE

and the

SCITUATE

TEACHERS' ASSOCIATION

September 1, 2013- August 31, 2016

<b>Table of Contents</b>		<b>Page</b>
PREAMBLE.....		1
ARTICLE I –	Recognition.....	1
ARTICLE II –	General.....	1
ARTICLE III –	Management Rights.....	2
ARTICLE IV –	Funding Priorities.....	3
ARTICLE V –	Mentoring and Professional Development.....	3
ARTICLE VI –	Teacher Evaluation.....	5
ARTICLE VII –	Teacher Files.....	5
ARTICLE VIII –	Promotions.....	6
ARTICLE IX –	Voluntary Transfers and Assignments.....	7
ARTICLE X –	Involuntary Transfers and Assignments.....	9
ARTICLE XI –	Teacher Schedules.....	10
ARTICLE XII –	Paraprofessionals.....	10
ARTICLE XIII –	Teacher Facilities.....	10
ARTICLE XIV –	Teaching Hours and Teaching Load.....	11
ARTICLE XV –	Middle School.....	17
ARTICLE XVI –	Class Size.....	18
ARTICLE XVII –	Protection.....	21
ARTICLE XVIII –	Personal Injury Benefits and Property Damage.....	22
ARTICLE XIX –	Health and Dental Benefits.....	22
ARTICLE XX –	Absences and Leaves.....	24
ARTICLE XXI –	Summer School.....	30
ARTICLE XXII –	Salaries and Deductions of Dues.....	31
ARTICLE XXIII –	Grievance Procedure.....	32
ARTICLE XXIV –	Use of School Facilities.....	35
ARTICLE XXV –	Cooperation.....	35
ARTICLE XXVI –	Negotiation Procedure.....	36
ARTICLE XXVII –	Part-Time Teacher Agreement.....	36
ARTICLE XXVIII –	Seniority.....	37
ARTICLE XXIX –	Duration.....	39
APPENDIX A –	Salaries.....	40
EXHIBIT ONE –	Teacher’s Initial Contract.....	43
EXHIBIT TWO –	Teacher’s Long Term Contract.....	44
EXHIBIT THREE –	Teacher’s Annual Salary Agreement.....	45
ATTACHMENT ONE –	Scituate Teacher Mentor Program.....	46
ATTACHMENT TWO –	Teacher Evaluation Plan.....	51
ATTACHMENT THREE –	Senior Project Coordinator.....	55
ATTACHMENT FOUR –	Senior Project Seminar Leader.....	56
ATTACHMENT FIVE –	RTI Coordinator.....	57
ATTACHMENT SIX –	NECAP Intervention Teacher Mathematics.....	58
ATTACHMENT SEVEN –	NECAP Intervention Teacher Special Education.....	59

## **PREAMBLE**

Agreement entered into September 1, 2013 pursuant to the General Laws 28-9.3 by and between the Scituate School Committee, hereinafter called the "Committee", and the Scituate Teachers' Association, hereinafter called the "Association".

## **ARTICLE I RECOGNITION**

In accordance with the General Laws 28-9.3 the Committee recognizes the Association as the exclusive representative of all certified teaching personnel below the rank of vice-principal.

## **ARTICLE II GENERAL**

- A. The policy of the Scituate School Department will be to select the best qualified employees as needed, on the basis of merit, training and experience. It is the policy of the Scituate School Department not to discriminate on the basis of age, sex, sexual orientation, marital status, race, religion, national origin, color, creed, political affiliation, or disability in its employment policies, admissions, curricular programs, extracurricular activities including athletics, counseling and any other school function and activities. The Scituate School Department will pursue affirmative action to fulfill its commitment to equal employment opportunity.

Newly appointed teachers will receive, before entering upon his/her duties:

1. written notification of his/her election, and
2. a copy of the agreement between the Committee and the Association, and a copy of the current school handbook.

Said teacher will acknowledge his/her election and acceptance of contractual agreements by signing and returning the notification within fifteen (15) days of notification.

- B. Neither the Committee nor any administrator will discriminate against any teacher by reason of his/her membership or participation in the activities of the Association or exercise of rights granted under this agreement.
- C. If negotiation meetings between the Committee and the Association are scheduled during normal working hours of a school day, at least three (3) representatives of the Association will be relieved from all regular duties without loss of pay in order to permit their attendance at such meetings and at arbitration hearings pursuant to General Laws 28-9.3.
- D. If it is necessary, pursuant to the grievance procedure set forth in this agreement, that a teacher take any part in a grievance meeting or hearing during the school day, said teacher will with the permission of the superintendent or principal, be relieved of his normal duties without loss of pay in order to take part in the aforesaid activity.
- E. It is the management right and responsibility of the Superintendent to prepare the annual school calendar for the consideration of the Committee. When preparing the school calendar for the consideration of the

Committee, the Superintendent will invite the President of the Association (or designee) to consult with him/her.

F. Reports to Parents

1. Teachers will keep a record of the conduct and work of all pupils and will report periodically to the parents or guardians of all pupils as determined by administration. Parents, guardians, or surrogate parents of all secondary pupils should be notified in writing at approximately the mid-point of each quarter if a child is doing failing work; a teacher should not be able to give a failing grade if the parents and students are not warned. A failing grade can be given without warning provided the teacher has given just cause to the building principal.
2. A final report will be issued on the last day of school.
3. Elementary schools will have parent-teacher conferences as scheduled by the Superintendent. Full-time kindergarten teachers will have parent-teacher conferences of either a full day or two (2) one-half days as scheduled by the Superintendent.

G. The Committee will amend its policies and administrative regulations to follow the agreements contained herein. The Committee and the Association agree that all items contained herein have been discussed and therefore agree that negotiations will not be reopened on any item whether or not it is contained herein during the life of this agreement unless mutually agreed upon by the Association and the Committee. The Committee and the Association agree to meet (at mutually acceptable times) to discuss matters which are of mutual interest and concern.

H. School nurses in the Scituate School System must be certified as a school-nurse teacher.

I. Wherever used herein the terms:

- "Elementary School" shall mean grades pre-K-5
- "Middle School" shall mean grades 6-8
- "High School" or "Senior High School" shall mean grades 9-12

### ARTICLE III MANAGEMENT RIGHTS

The Association recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operations of the School Department and the employees are vested solely in the Committee.

For example, the employer shall have the exclusive rights subject to the provisions of this agreement and consistent with applicable laws and regulations:

- A. To direct employees in the performance of the duties of their positions-,
- B. To hire, promote, transfer, assign and retain employees in positions within the bargaining units and to suspend, demote, discharge, or take other disciplinary action against such employees-,
- C. To maintain the efficiency of the operations entrusted to it-,
- D. To determine the methods, means and personnel by which such operations are to be conducted-,

- E. To relieve employees from duties because of lack of work or for other legitimate reasons-
- F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e. an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

**ARTICLE IV  
FUNDING PRIORITIES**

- A. Due to the contingency aspect of the availability of funds, the Committee will, with due regard to priorities as herein stated, provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his/her own use. Priorities will be as follows:
  - 1. First priority—available school department funds will be allocated first to salaries;
  - 2. Second priority—after satisfying the requirements of priority one, further available funds will be allocated to fixed charges, operation, auxiliary agencies, the purchase of supplies, materials of instruction, and support of activities and purchases of items directly benefiting pupils, maintenance, adult education, summer school, and capital outlay portions of budgeted expenditures, as the Committee deems appropriate. Notwithstanding the above, while emergency situations requiring the expenditure of funds may be dealt with as "second priority" expenditures (depending on the severity of the emergency), in no event will such an expenditure become, or supersede, a "first priority" expenditure.)
- B. The Committee agrees that before a change in textbook or curriculum program is made or a new book selected for the schools, the Curriculum Committee and/or the Assistant Superintendent for Curriculum and Instruction will discuss proposed changes and/or proposed selections with the appropriate teachers in the school and will discuss such proposed changes in relationship to the amount of time needed for implementation. Before a change is made in the secondary level, the department head, Assistant Superintendent for Curriculum and Instruction, and principal will discuss a change with the teachers of the department. The recommendation of the teachers affected will be considered by the Administration in its final decision.
- C. Due to the contingency aspect of the availability of funds, the Committee will, with due regards to priorities as enumerated in Article IV, Section A, provide sufficient teaching equipment and supplies as needed in the school system.

**ARTICLE V  
MENTORING AND PROFESSIONAL DEVELOPMENT**

- A. Any vacancy for a mentor position must be posted in accordance to Article IX.
- B. A tenured Scituate teacher may be a mentor as long as he/she has at least 5 years of teaching experience in Scituate. In addition a mentor must have a record of positive teaching evaluations and good interpersonal skills.
- C. A mentor must participate in a training session once every three years.
- D. All teachers who are mentors shall be entitled to the stipend set forth in Appendix A, Part V. If a mentor is needed for a part-time teacher, the stipend and job requirements shall be proportionate to the part-time teacher's percentage of employment.

E. See Attachment 1—Represents Mentor Program as currently taking place in the Scituate School System.

F. Professional Development:

1. Professional development is a critical component in the improvement of student learning. Professional development must focus on improving the ability of educators, schools and school systems to prepare all students to meet high standards. To that end, planning for professional development should be part of the school and district planning processes. Such planning includes a partnership between the Parties to this agreement to collaborate on the development, implementation and evaluation of the district's professional development program. The activities of the professional development program should support the student achievement goals of the district.
2. Professional Development Committees. There shall be two (2) separate professional development committees – one for the Elementary Schools and one for the Middle and High Schools. Both Committees shall be composed of STA Members and members of the Administration. When necessary, voting rights shall be apportioned one per building (per Administrator and STA Member). STA Committee members shall be determined by the STA. Two (2) STA members from each building shall participate on their respective Committees. The Superintendent and the STA President (or their respective designees) shall serve as co-chairs of the Committees. The Committees shall meet regularly, but in no event less than two (2) times each School Year, in order to establish an ongoing review process of professional development opportunities for faculty members. Additional meetings may be requested by either co-chair. Requests shall not be unreasonably denied. Each year, the Committees shall review surveys, the needs of Teachers for job embedded professional development, student achievement results, the school and district improvement plans, and other data sources to develop a preliminary professional development plan for the succeeding year. Copies of the respective plans shall be provided to the Superintendent no later than January 15th each year. No later than February 15th each year, the Superintendent shall respond to Committees' plans either orally or in writing. (Provided, however, where no funding exists to fund professional development opportunities, the respective plans shall be submitted to the Superintendent by May 1st and the Superintendent's response(s) shall be due no later than June 15th of that year.) The Superintendent's response shall, at a minimum, indicate what part(s) of the respective plans will be accepted or rejected, and the reason(s) therefore.
3. The Professional Development Committee will work in collaboration with and in support of appropriate school based needs and initiatives.
4. The Parties recognize that the role of the Professional Development Committees is advisory to the Superintendent.
5. The Parties recognize that the Superintendent has the authority to make changes in the professional development plan and activities based on a number of factors including but not limited to unforeseen needs, crisis situations, directives from RIDE and budget issues. In these occurrences, the Superintendent will apprise the co-chairs of the Professional Development Committees.

**ARTICLE VI  
TEACHER EVALUATION**

A. Overview:

1. The teacher evaluation model in Scituate will be based on the Rhode Island Department of Education (RIDE) Rhode Island Model Teacher Evaluation and Support System (See Attachment 2). The School Committee will abide by the rules and regulations of the Rhode Island Board of Regents for Elementary and Secondary Education, including the Basic Education Program Regulations. All monitoring or observations of the performance of a teacher will be conducted openly, and with the full knowledge of the teacher. All relevant policies will be clearly detailed and widely disseminated.
2. The Scituate School Department and Scituate Teachers' Association recognize that the Rhode Island Department of Education (RIDE) Educator Evaluation System is currently under revision and therefore both parties shall meet annually to discuss and negotiate any changes made to the current system. This is a collaborative effort and appropriate training will precede all relative elements. Any alteration to the Scituate implementation of the RIDE model will be mutually agreed upon. Alterations will be signed by both the Scituate School Department and the STA President. Any changes made to the system will be clearly detailed and posted in all buildings.

- B. Complaints Regarding Teachers: Any complaint regarding a teacher by the Administration or to the Administration by anyone will be evaluated by the Building Principal and/or the Superintendent, and, if deemed important will, in the absence of special circumstances, be promptly called to the teacher's attention. When called to the teachers' attention, the teacher will have the right to request a meeting of concerned parties. If any meeting is held as a result of the complaint, then at said meeting the teacher will have the right to bring a representative of the Association or legal counsel. The teacher will receive reasonable prior notice of the meeting and of the substance of the complaint. Nothing in this section shall be construed to remove a teacher's right of recourse through the judicial process.
- C. No teacher will be disciplined without cause. No teacher will be dismissed or suspended except as provided under Title 16, Chapter 13, General Laws of Rhode Island as amended.

**ARTICLE VII  
TEACHER FILES**

All teacher personnel files will be maintained by the central administration under the following conditions:

- A. No material, excluding references and information obtained in the process of evaluating the teacher for employment, will be placed in the files unless the teacher has had an opportunity to read it. The teacher will acknowledge that he has read it by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that he has read the filed material. Such signature does not necessarily indicate agreement with its content. Written reprimands from supervisory personnel will be removed from the teachers' personnel file after a period of three (3) years if there has been no repetition of the action that caused the reprimand during that period of time. The responsibility for initiating the action to remove the reprimand

from the personnel file will be that of the teacher. School Committee reprimands to a teacher will remain in the teacher's file for a period of five (5) years. After five (5) years, the teacher may petition the School Committee to remove the reprimand. Nothing herein will be construed as to preclude any member of the bargaining unit from exercising their right to access to the grievance procedure.

- B. The teacher, upon written request will have the right to review his/her file (school or central) with a member of the administration, excluding references and information obtained in the process of evaluating the teacher for employment. Administration will comply with the request of the employee within five (5) work days.
- C. A teacher will have the right to comment upon any nonconfidential or nonprivileged material in his/her file and his/her comment will be reviewed by the Superintendent of Schools and attached to the file copy.
- D. Upon receipt of a written request the teacher will be furnished a reproduction of any material in his/her file as per School Committee Policy 1120, Policy/Procedure for Request of Public Records, excluding references and information obtained in the process of evaluating the teacher for employment.

### **ARTICLE VIII PROMOTIONS**

All vacancies in promotional positions and special instruction areas will be filled according to Sections A through E of this article except those which occur to create a vacancy during the time contractual duties are to be performed, at which time Section B shall be amended to read, "Ten (10) school days" instead of "twenty (20) days."

- A. The posting will set forth the qualifications and description of the vacant position; said description will include the duties and salary of the position. The Association President will be consulted on all vacancies, and the subsequent posting will be confirmed in writing by the Association President prior to the vacancy being posted in every school.
- B. Notice will be posted in every school setting forth the qualifications and description of the vacant position at least twenty (20) days before the final date when applications must be submitted. Said description will include the duties and salary of the position. During summer recess, notification will be made with the distribution of checks.
- C. Teachers who desire to apply for such vacancies will submit their applications in writing to the Superintendent or his/her agent within the time limit specified in the notification. Any teacher who may be interested in applying for such vacancies must complete the Teacher Vacancy/Job Assignment Rubric, as set forth in Article IX, Part D.
- D. Any applicant for such vacancies whether presently employed in the system or applying for position in the system will be judged on the basis of qualifications for the vacant post. If, however, two or more applicants are equally qualified, seniority in the Scituate system will control the decision.
- E. Promotional positions are defined as: positions paying a salary differential and/or positions on the administrator-supervisory level.



**ARTICLE IX  
VOLUNTARY TRANSFERS AND ASSIGNMENTS**

- A. The Scituate School Department and Scituate Teachers' Association will inform each other of all known vacancies by April 1 of each school year. Vacancies that occur after April 1 will be shared as soon as they are identified.
- B. Notice of all vacant positions will be posted in every school for ten (10) school days. The posting will set forth the qualifications and description of the vacant position; said description will include the duties and salary of the position. The Association President will be consulted on all vacancies, and the subsequent posting will be confirmed in writing by the Association President prior to the vacancy being posted in every school.
1. For those vacancies that occur after the close of the school year (ie: during summer recess), teachers holding the certification(s) of the vacant position will be notified by the Scituate School Department.
- C. Any teacher who may be interested in voluntarily transferring into another position in the district must complete the Teacher Vacancy/Job Assignment Rubric (description set forth in Article IX, Part D), affix appropriate signatures to it and submit the form to the Assistant Superintendent within five (5) school days of the close of the posting.
1. A Teacher shall be eligible to participate in this transfer process only if he/she meets certification requirements for the position, is highly qualified, and possesses any special training or particular skills required of the position as described within the job posting. Upon the Association request, the Superintendent shall provide objective evidence for any special skills or training indicated in the posting.
  2. If there are three (3) or more vacancies that are available, a meeting time that is mutually agreeable will be established for all teachers wishing to fill the vacancies to attend.
  3. The teacher with the appropriate certification and highest point value on the Teacher Vacancy/Job Assignment Rubric (as set forth in Article IX, Part D) will be allowed to transfer into the vacant position.
  4. Any position that becomes immediately vacant as a result of a teacher transfer will follow the aforementioned process (as set forth in Article IX, Parts B and C).
  5. No assignments of new teachers in the school system will be made until all pending requests for reassignment or transfer have been acted on.
- D. Selection by Point System: Transfers and assignments shall be based on the following point system from among interested candidates with the position being awarded to the individual with the highest score. Among two (2) or more applicants with the same score, seniority shall be the determining factor. The point system shall be as follows:

**Job Imbedded/Approved/Relevant External Professional Development (including committee work) During the Prior Twelve Month Period\* (one unit equates to one hour):**

2.5 Points	31 units or more
2.0 Points	26-30 units
1.5 Points	21-25 units
1.0 Points	16-20 units

**Graduate Work (relevant to area of certification or in pursuit of another certification) During the Prior Twelve Month Period\*:**

1.0 Point

**Advanced Degrees**

3.5 Points	Doctorate
3.0 Points	CAGS
2.5 Points	Masters +30
2.0 Points	Masters +15
1.5 Points	Masters
1.0 Points	Bachelors +30

**National Board Certification**

1.5 Points

**Longevity**

1.5 Points	25 Years
1.0 Point	20 Years
0.5 Point	15 Years

**Seniority Among Applicants**

5.0 Points	Highest
4.0 Points	2 <sup>nd</sup> highest
3.0 Points	3 <sup>rd</sup> highest
2.0 Points	4 <sup>th</sup> highest
1.0 Point	5 <sup>th</sup> highest

\*Commencement of twelve month period shall be from date of posting or, for Teachers on an approved leave during this twelve month period, from the commencement date of the leave.

1. Notice: Within seven (7) school days (or 7 business days during the Summer Recess) following the closing of a posting, the Superintendent or his/her designee shall determine, based upon the point system set forth above, which candidate will be selected for the open position. The Superintendent or his/her designee shall

inform all applicants, as well as the Association President, in writing, whether their request for transfer was granted or denied within five (5) school days thereafter. Upon request, the Association President shall be furnished with a copy of the scoring form(s) used to determine the successful applicant for the position.

2. It is specifically understood that no denial of a transfer shall result in a tenured Teacher without a position.

- E. In the determination of requests for voluntary reassignments and/or transfers, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.
- F. If a grievance is brought under this Article, then the Superintendent and the Professional Rights and Responsibilities Committee (hereinafter called the PR&R Committee) will meet to discuss the individual reassignment or transfer.

## **ARTICLE X INVOLUNTARY TRANSFERS AND ASSIGNMENTS**

The Association recognizes that some involuntary transfers of teachers from one school to another or reassignment within a school are unavoidable. They also realize that these should be held to a minimum. Therefore:

- A. Notice of an involuntary transfer or reassignment will be given to teachers by June 15, if practical. Reassignment on the secondary level will be defined as a change in subject area.
- B. When an involuntary transfer or reassignment must be made, volunteers from those affected will be transferred or reassigned first.
- C. An involuntary transfer or reassignment will be made only after a meeting between the involved teacher and the superintendent. At this meeting, the teacher will be notified of the involuntary act. Upon the teacher's request, the Association will be notified and its representative will meet with the superintendent to discuss the involuntary act.
- D. No teacher will be reassigned or transferred to an area or field other than those in which he/she holds state certification.
- E. The Superintendent will make available to the Association's PR&R Committee requested information pertaining to individual reassignment or transfer for purpose only of determining the validity of any alleged grievance.
- F. No teacher will be involuntarily transferred without just cause.

**ARTICLE XI  
TEACHER SCHEDULES**

- A. Teachers will be notified in writing of any change in their schedules for the ensuing school year. This notification will include the schools to which they will be assigned and/or the subjects they will teach. This notification will be made when practical by June 15.
- B. No teacher will be assigned to an area or field other than that in which he/she holds state certification.
- C. When arranging schedules for teachers who are assigned to more than one school, every effort will be made to limit the amount of interschool travel, and a reasonable and appropriate amount of time will be allowed for safe travel between buildings. Any teacher who does have interschool travel will be paid travel expenses at the same rate as the administration.
- D. Teacher assignments will be made without regard to age, sex, sexual orientation, marital status, race, religion, national origin, color, creed, political affiliation, or disability.

**ARTICLE XII  
PARA-PROFESSIONALS**

It is self-evident that a teacher's primary responsibility is to teach and that his/her energy should be utilized to that end as much as possible. Therefore, the Committee will continue its program of Para-Professional utilization in both elementary and secondary schools. This program will be under the direction of the Superintendent. In evaluating the program the superintendent will confer with a committee of the Association.

**ARTICLE XIII  
TEACHER FACILITIES**

When designing new buildings or rehabilitating existing buildings, and to the extent possible in the existing buildings, the Committee will recommend to the responsible party that each building contains:

- A. Space in each classroom in which teachers may safely store instructional materials and supplies.
- B. Well lighted and properly equipped, clean restrooms.
- C. A teachers' workroom containing adequate equipment and supplies to aid in the preparation of instructional materials.
- D. An appropriate furnished room to be used as a faculty lounge (said room to be in addition to the aforementioned teachers' workroom).
- E. A separate office for each department in every secondary building.

**ARTICLE XIV**  
**TEACHING HOURS AND TEACHING LOAD**

The Association recognizes that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, however, it also feels that teachers are entitled to regular time and work schedules on which they might rely in the ordinary course of employment. Therefore, subject to emergencies as determined by the Committee and/or its administrative representatives the following schedule is adopted:

**A. THE WORK DAY**

1. Teachers will be in their respective building at least ten (10) minutes before the specified time for beginning of the students' school day.
2. Teachers will remain in their respective building at least twenty (20) minutes after the closing of the students' school day, unless said teachers have been given permission to leave by the principal.
3. In no case will the work day exceed six (6) hours and fifty-five (55) consecutive minutes.
4. Secondary teachers will be required to set aside one afternoon per week for a "department night." On said afternoon the teacher will remain one hour after school for the purpose of individual help to those students who desire or require such. If however, after twenty (20) minutes following the close of the students' school day, no student has arrived or no appointment has been made, the teacher may leave. Department night will not be used for disciplinary purposes by Administration. However, a teacher at his/her own discretion may keep a student for disciplinary purposes.
5. All teachers will have a duty free lunch period of the same length as their students.
6. Teachers will be permitted to leave the building during unassigned periods with the permission of the principal or his designated representative. Teachers who have received permission by the principal or his/her designee to leave the building during unassigned period(s) shall return for the end of the school day as required by contract unless said teacher has received permission to leave for the day.
7. When a special area teacher is in charge of an elementary teacher's class, the latter may leave. A classroom teacher will be expected to wait until the itinerant teacher arrives before leaving the class.
8. Every effort will be made to develop in the elementary schools a program and scheduling plan that will provide for additional classroom-free time to elementary teachers for planning and preparation for curricula materials.
9. Teachers absent because of illness or other valid reasons, will make every effort to call the district designee by 6:30 a.m. so that every effort can be made to obtain a substitute teacher for any elementary, itinerant, or secondary teacher who is absent.

If it should become necessary for a regularly assigned teacher to cover an extra class during a regular unassigned period for the teacher, he or she will be compensated for such activity at the rate \$35.00 per hour.

In the elementary schools, unless the teacher of special subjects does make arrangements with the principal to take the class at another convenient time, the classroom teacher will receive the proportional part of the salary, or \$35.00 per hour according to the length of the teacher's period in the class.

10. If it becomes necessary for a teacher to take an unassigned class for another teacher on a continuous basis for a period of more than one week (5 school days) due to the unavailability of a substitute, he/she will be compensated at the rate of one-fifth of his/her salary step retroactive.

11. a. If any qualified member of the Middle School/High School teaching staff agrees to teach an extra class in lieu of planning periods on a full-time yearly basis that teacher will be compensated at the rate of one-fifth of his/her salary step for an extra class that meets four (4) times a week. Semester long classes shall be compensated as a ratio of hours compared to a year long course.

b. If the number of extra classes in a department at the Middle School/ High School is less than one-half (1/2) of a teaching position, the extra class(es) will be posted as specified in Article VIII and Article IX. If there are no applicants, the extra class(es) will be advertised as a part-time position.

c. If the number of extra classes in a department at the Middle School/High School is equal to one-half (1/2) of a teaching position or more, the position will be posted as specified in Article VIII and Article IX.

d. There is no intent on the part of the school committee to use this section of the Agreement to take away planning time from teachers in future contract negotiations.

12. It is recognized that various forms of planning are undertaken by teachers in order to aid in the quality of instruction in the Scituate School System. Educational plans are a key tool to assist in achieving a coordinated educational program and, as such, the parties agree that lesson plans will be required for non-tenured teachers. Tenured teachers are expected that they will have a plan for each class taught in a form appropriate to their own educational environment. The form of all lesson plans for tenured teachers is to be determined by each individual teacher. The form of lesson plans for non-tenured teachers is to be determined by the individual teacher in consultation with relevant supervisors and mentor. All teachers will provide plans, or student work, when they are out of school on a short-term basis. School Committee approved curriculum guides serve as general plans for all teachers. In addition to the above, Teachers shall be expected to maintain a visible agenda within their classroom, the form of which shall be determined by the Teacher.

13. All Teachers shall be responsible for preparing two (2) "sub plans" which may be used in the event of their absence from the classroom. The plans will set forth educational activities which may be utilized by the individual covering for the absent Teacher and will be periodically updated by the Teacher, if necessary.

14. Teachers shall be compensated at the Professional Rate of pay for time spent performing committee work, curriculum work, and presentations (excluding those which occur during professional development days) during unassigned time, outside contracted school hours, and the Summer. Effective September 1, 2010, the Professional Rate of pay shall be \$50 per hour.

15. Directed Literacy

a. High School: Teachers monitor in the same manner as currently required. All students must be on task doing school work related/required by curriculum and co-curricular activities. If a student is signed out to

another Teacher for curricular/co-curricular activity, it is the responsibility of that Teacher to ensure that all students are on-task doing school work related to curricular/co-curricular activities.

- b. Elementary: Elementary students will spend fifteen (15) minutes each morning in “Directed Literacy” time. Students will be expected to be actively engaged in literacy skills to reinforce instruction that took place during their regular class time. Teachers are required to supervise students inside their classrooms during this time to ensure students are on task, safe and appropriately engaged. Teachers are not required to provide additional formal instruction or assessment during this time, but are not prohibited from doing so. As professionals, teachers may decide the most flexible and appropriate grouping of students to accomplish daily tasks. Directed Literacy shall not be subject to evaluation as set forth within Article VI.

## B. THE WORK YEAR

1. The work year of teachers covered by the Scituate School Department's salary scale will begin no more than one (1) day before the beginning of the students' schedule and terminate the day the students' schedule terminates. The scheduled work days in no event will be more than 181 days, plus (2) two professional days, for the duration of this contract.

a. Required attendance at professional development days in order to receive pay: Except as specifically provided for herein, it is agreed that attendance at professional development days shall be a prerequisite to receiving professional development compensation as set forth in Appendix A.

b. Alternative professional development activities, projects, or seminars for those Teachers unable to attend a professional development day: Teachers unable to attend a professional development day due to personal or family illness, bereavement, court obligations, or long term leave (including family, maternity, and long term illness leave), shall be permitted to take part in an alternative professional development activity, seminar, or project (“alternative program”). Teachers must notify the building principal or designee of absence in advance whenever possible.

c. Alternative Program rules:

- Participation in an alternative program must normally occur during the School Year in which the absence occurs;
- Teachers absent from a professional development day due to long term illness shall be permitted to participate in an alternative program within six (6) months of their return to work from the long term leave;
- Participation in an alternative program shall occur outside of normal school hours;
- Any cost associated with an alternative program shall be borne by the Teacher;
- Teacher must receive final approval for the alternative program from the Superintendent or his/her designee prior to participating in the program; and
- Upon successful completion of an approved alternative program, the Teacher shall receive professional development compensation pursuant to Appendix A (based upon the year in which the missed professional development day occurred.)

- d. Manner of payment for professional development days and alternative programs: Teachers shall be compensated according to Appendix A in the payroll period following attendance of the professional development day or successful completion of an approved alternative program. Money received as the result of attending a professional development day or an approved alternative program will continue to be counted as pensionable income. Should the Employees' Retirement System of Rhode Island ("RSRI") determine that such monies are not pensionable, the parties agree to immediately take all reasonable steps necessary to make said monies pensionable.
2. B.1. of Article XIV excludes new teachers in the school system who may be required to attend additional orientation sessions.
  3. Teachers will be responsible to attend the following:
    - a. one day of each month—building faculty meeting called by the principal,
    - b. one day of each month—department meeting called by department heads or special group meeting called by the superintendent,
    - c. three evening meetings per year for open house or parent visitations, provided however, that no such meeting will go beyond 10 PM nor will any such meeting exceed 2 ½ hours in duration.
    - d. meetings delineated under (a) and (b) above will not exceed one hour in duration beyond the start of the meeting, except in an emergency situation and such meetings will begin within twenty (20) minutes of the end of the students' school day provided that by that time all of those teachers who are to attend the meeting have arrived.
  4. Attendance at any other meetings will be at the option of the individual teacher. However, the Association and the Committee urge active participation in PTA affairs and the affairs of other educationally-oriented organizations.
  5. Teacher participation in extra-curricular activity will be voluntary.
  6. Secondary teachers will not be required to teach more than two subject matter areas.
  7. Under the present teaching schedule (a six period day with a seven period rotating schedule), all certified secondary school teachers will have in addition to their lunch period no less than six (6) unassigned periods per week.
  8.
    - a. All certified elementary teachers except kindergarten teachers who teach one session, will have in addition to their lunch period, on the average, no less than 260 minutes unassigned time per week. This 260 minutes will include no less than six (6) periods in 30 minute blocks. Kindergarten teachers who teach two (2) sessions have their unassigned time between scheduled sessions.
    - b. Prior to June 15th of each school year, the principal will develop a rough draft schedule (specialist's days and times) and will seek feedback from the building representatives to ensure maximum fairness and objectivity.



9. a. On average, over the year, no secondary teacher will be assigned more than twenty (20) teaching periods per week in addition to his/her homeroom duties, except as provided in Section 10 and 11 of Article XIV, Section A. No secondary teacher shall be assigned more than twenty (20) teaching periods per week and each teacher shall be guaranteed six (6) unassigned periods per week. On average, over the year, no secondary teacher will be assigned more than four (4) duties.
- b. All department chairpersons will be guaranteed the six (6) unassigned periods that all full time teachers are guaranteed.
- c. Department chairpersons who have two (2) or less full time equivalent teachers (including the department chairperson) in his or her department will be entitled to two (2) department chair duty periods (for departmental supervision and business).

Thus, they will be assigned twenty (20) teaching periods, two (2) departmental duty periods, and two (2) duty periods assigned by the principal or his designee per week, and shall be guaranteed six (6) unassigned periods per week.

- d. Department chairpersons who have more than two (2) full time equivalent teachers, but less than four (4) full time equivalent teachers (including the department chairperson) in his or her department will be entitled to four (4) department chair duty periods (for departmental supervision and business).

Thus, they will be assigned twenty (20) teaching periods and four (4) departmental duty periods per week, and shall be guaranteed six (6) unassigned periods per week.

- e. (76 hours per week of teaching in a department is equal to four (4) full time equivalent teachers). Department chairpersons who have four (4) or more full time equivalent teachers, including the department chairperson, in his or her department will be assigned sixteen (16) teaching periods per week. The reduction of four (4) instructional periods is specifically to be used for departmental supervision and business.

Thus, they will be assigned sixteen (16) teaching periods and eight (8) departmental duty periods per week, and shall be guaranteed six (6) unassigned periods per week.

It is understood that on occasion, when necessary, management has the right to direct department chairpersons who have eight (8) departmental duty periods per week to perform alternative duties during their department chair duty periods.

- f. It is understood that department chairpersons will have the flexibility to distribute their workloads across their unassigned periods and departmental duty periods at their discretion.

Department Chairperson Schedule

Period	4 or more full time equivalent teachers (including department chairperson)	More than 2 but less than 4 full time equivalent teachers (including department chairperson)	2 or less full time equivalent teachers (including department chairperson)
Teaching	16	20	20
Unassigned	6	6	6
Department Chair Duty Period	8	4	2
Teacher Duty Period	0	0	2

g. The President of the Scituate Teachers' Association will not be required to perform duties beyond his or her regular teaching assignment.

h. The Scituate Teachers' Association and the Scituate School Committee are in agreement that the primary function of guidance personnel is individual and group counseling and guidance. In an effort to insure maximum counseling availability, guidance personnel will be assigned 24 counseling hours. The guidance director will have 10 unassigned periods. To allow for more flexibility in meeting the needs of students and parents, guidance personnel may be allowed or required to work up to a maximum of ten (10) days (cumulative to the department) during summer vacation. Each guidance counselor who works during summer vacation shall be given a compensatory day off during the school year for each summer day worked. The only restriction to the compensatory time is that at least one member of the department be present. The provisions of Article XX, summer school, shall not apply to these days.

10. During an unassigned period a teacher has discretion to do whatever work may be necessary to fulfill basic functions, or to use the period for relaxation. However, on occasion on reasonable notice, teachers may be required, with compensation, to meet with staff or parents during an unassigned period.

11. The School Committee, in conjunction and cooperation with the Association, has created certain positions to fulfill mandates and/or initiatives (either part of federal grant programs or as promulgated by RIDE or by the school committee) from time to time. These positions are incorporated herein by reference and copies of the job descriptions are attached hereto and listed as attachments. The Committee and the Association recognize that the inclusion of any particular position(s) in the Attachment section is not a permanent position and as such there is no stated or implied guarantee of the continued existence of such position(s) and that the position(s) may be modified or eliminated, contingent on the continuation of federal grant program(s) and or directives from RIDE and/or by the action of the School Committee upon the recommendation of the Superintendent.

C. Hours of School Operation.

The Committee may change the start and end time of the school day by no more than ten (10) minutes from the presently established times. The Committee shall provide as much notice as is possible to the STA concerning the change, but in no event shall said notice be later than the June 1 preceding the change. It is specifically understood that any change in the start and end time of the school day shall not result in an increase in the length of the work day set forth above.

**ARTICLE XV  
MIDDLE SCHOOL**

Wherever the provisions of this Article pertaining to middle school teachers are in conflict with or inconsistent with any other article of this Agreement, the provisions of this Article shall prevail.

- A. Common planning time for middle school teachers in lieu of duties is three (3) periods per week. At the Middle School level common planning time can be used in unusual circumstances for parent conferences in those instances when the entire team needs to meet with the parent and only with the specific approval of the principal on a case specific basis.
- B. The following middle school team subjects, defined as Middle School core subjects, will meet five (5) times per week rather than four (4): English, Science, Social Studies, and Mathematics.
- C. Middle school core teachers will be assigned only four (4) classes per week to maintain 20 hours of instruction time.
- D. Middle school core teachers will be assigned no more than one hundred (100) students with a maximum class size of twenty-five (25); provided, however, that within a team, teachers can adjust class sizes during the course of the school year as the program warrants. The team will maintain its ability to group students as needed (e.g. the team can decide to have 35 students for a class).
- E. All middle school teachers on a team must attend common planning time (CPT) sessions for their entirety. CPT shall not be considered additional personal planning or preparation time for individual teachers. The administration shall have the right to request that middle school teams keep a log of what occurs. Agendas should be developed for each meeting and minutes or logs should reflect those present, matters discussed and actions taken by the team.
- F. The School Committee agrees to implement the middle school concept with additional staff as needed, including guidance staff.
- G. At the high school level common planning time will be provided in lieu of a duty where the curriculum requires it and with the approval of the School Committee.
- H. The School Committee and NEA/Scituate recognize that in order for middle school teaching teams to become effective it is important for there to be stability in team membership. Teachers need to work together as a team for at least three years to develop to their full potential. Changes in team assignment therefore will not be made by administration without cause. No seventh or eighth grade teacher will be assigned to a sixth grade team, or vice versa, unless the teacher volunteers to do so.
- I. Middle School leadership positions as outlined below include "Content Coordinator" and "Team Leader." Both positions will be compensated at the same rate as "core" High School Department Chairs. (For the purposes of this agreement, "Core" Departments include English, Mathematics, Science, and Social Studies. Salaries will be detailed in the salary section of the contract.

1. Teachers who serve in Middle School leadership positions will be assigned three weekly "duties" during the school year. These "duties will include regular team common planning time. Teachers in

Middle School leadership positions will not conduct formal teacher evaluations. Content Coordinators and Team Leaders will not have a reduction in teaching "load" except as noted above.

2. No teacher shall serve in more than one Middle School leadership position at any one time. Teachers must teach the majority of their classes on a team in the Middle School to serve in Middle School leadership positions.
3. Teachers must be currently teaching in the subject area in the Middle School to serve as Content Coordinator for that subject area. "Team Leaders" must serve on the team they lead.
4. High School Department Chairs will be responsible for their respective departments in grades 9-12 only.
5. Middle School Content Coordinators will be responsible for their respective departments in grades 6-8 only.
6. No "core" Department Chair will see a reduction in salary, department head stipend, or any change in teaching "load" as a result of the positions added above, regardless of any reduction in department size. In addition, no present High School core teaching position will be reduced as a result of this agreement.

## **ARTICLE XVI**

### **Class Size**

It is generally accepted that overcrowded classrooms hinder the effectiveness of a teacher and the learning of a child. Therefore:

A. Whenever feasible (i.e., contingent upon the availability of staff and facilities in both elementary and secondary schools):

1. No regular class will be made up of more than twenty-five (25) pupils, unless otherwise stipulated herein.
2. No teacher, regardless of the sizes of his/her classes, will be assigned to be responsible for a total load of more than one hundred twenty-five (125) pupils, unless otherwise stipulated herein. Middle school teachers will be assigned no more than one hundred (100) students, as stated in Article XV(D), unless otherwise stipulated herein.
3. The composition of special education classes will conform to state mandate.
4. Kindergarten class size may not be higher than twenty-two (22) students. Provided, however, the Committee may add one (1) additional pupil beyond the maximum and compensate the Teacher in accordance with paragraph (8) below.

5. Grades 1-2 class size may not be any higher than twenty-three (23) students. Provided, however, the Committee may add one (1) additional student and shall compensate the Teacher for the 24<sup>th</sup> student in accordance with paragraph (8) below. Provided further, the Committee may, with the Teacher's permission, add a second pupil beyond the maximum (25<sup>th</sup> overall) and compensate the Teacher in accordance with paragraph (8) below.
6. Grades 3-5 class size may not be any higher than twenty-five (25). Provided, however, the Committee may add one (1) additional student and shall compensate the Teacher for the 26<sup>th</sup> student in accordance with paragraph (8) below. Provided further, the Committee may, with the Teacher's permission, add a second pupil beyond the maximum (27<sup>th</sup> overall) and compensate the Teacher in accordance with paragraph (8) below.
7. Grades 6-12 class size may not be any higher than twenty-five (25). Provided, however, the Committee may add one (1) additional student and shall compensate the Teacher for the 26<sup>th</sup> student in accordance with paragraph (8) below. Provided further, the Committee may, with the Teacher's permission, add a second pupil beyond the maximum (27<sup>th</sup> overall) and compensate the Teacher in accordance with paragraph (8) below.

It is understood that no classes will exceed the maximum goal of 25 students unless all sections of the same course have met the maximum of 25 students.

It is also understood that the number of students in a class will not exceed 25 students to accommodate students who have not fulfilled the required pre-requisites to be placed in the class. In such cases where a student who has not met the required pre-requisites requests a waiver to be admitted into a class that already has 25 students, the School Committee will hear arguments about placement and make the decision about whether or not the student may be placed in the class.

8. Compensation for extra students:
  - Teachers at the elementary level shall be compensated \$4,000 per pupil within their classroom beyond the maximum numbers set forth above.
  - Half-day Kindergarten Teachers shall be compensated at \$2,000 per pupil for each pupil within their classroom beyond the maximum numbers set forth above.
  - Middle School Teachers shall be compensated \$1,000 per pupil within their classroom beyond the maximum numbers set forth above.
  - High School Teachers shall be compensated \$800 per pupil within their classroom beyond the maximum numbers set forth above.

Compensation shall be pro-rated based upon the number of days the pupil is assigned to be in the classroom (based on 180 instructional day school year).

9. It is understood that agreements on classes are made before the beginning of the school year and that they are made on the basis of anticipated enrollments. No changes will be required or grievances filed because actual enrollments differ from anticipated enrollments or because of enrollments during the course of the school year.
10. When feasible, principals at the elementary level are encouraged, when scheduling, to provide the opportunity for teachers of the same grade level and/or special subject teachers to collaborate. Teachers will have the option of utilizing their current planning time for common planning purposes.

B. With regard to pupils requiring “special services”:

1. “Pupil requiring special services” is defined as any pupil who has an individualized education program (IEP). It does not include students in elementary school who are serviced by a speech/language therapist exclusively for speech articulation and speech fluency.
2. The number of pupils requiring special services is not to exceed 30% of the regular education class population. (For purposes of determining the number of students who constitute 30%, the result will be rounded off, by going to the lower number if the fraction is less than one-half and to the next higher number if the fraction is one-half or more.)
3. For the purpose of B.2., a student is enrolled in a class if the student is present with the classroom teacher for more than 50% of the school day.
4. For the purpose of B.2., Administration, in collaboration with the Association, shall have the discretion to determine the options available in those cases which exceed the maximum goal.
5. All teachers who are assigned to co-taught classes will be provided one planning period together per week.
6. No co-taught class will be made up of more than twenty-five (25) pupils, with no more than 40% requiring special services. If necessary, the Committee and the Association agree that co-taught class size may be reduced to twenty-two (22) pupils, with no more than 50% of the class population requiring special services. Administration, in collaboration with the Association, shall have the discretion to determine the options available in those cases which exceed the maximum goal.
7. In all schools where there are concentrations of pupils requiring special services, administration, in collaboration with the Association, will participate annually, if necessary, in a multi-step planning process in an effort to determine the most appropriate options of providing instructional services. If a school cannot resolve its problems, a meeting will take place involving the Superintendent, administrators at the discretion of the Superintendent, the Association President and other association members at the discretion of the Association President. Such meeting will take place no later than June 1 for the upcoming school year.

C. Teachers and administrators will meet by June 1 to review class sizes for the coming year. If a school cannot resolve its problems, a meeting will take place with the Superintendent of Schools, the Chairman of the PR&R Committee and the Association President before a grievance is filed.

D. Article XV will be considered subject to modification for educational purposes ( i.e., experimental instruction, team teaching, physical education and music).

**ARTICLE XVII**  
**PROTECTION**

Corporal punishment is not approved by either the Committee or the Association. Whenever the conduct of a pupil is such as to make him unfit to be a member of the school, said student should be reported to the principal for the proper suspension action as outlined in the Committee's policy book. Nothing in this paragraph or this article will be construed to prevent a teacher from defending himself or herself from assault.

- A. Teachers will immediately report to the school principal all cases of assault suffered by them in connection with their employment. Teachers will have twenty-four (24) hours to put the report in writing.
- B. This written report will be forwarded to the Superintendent and the Committee, which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault or tort in connection with his/her employment, such teacher may request the Committee to furnish legal counsel to defend him/her in the proceedings. The 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 Committee in its discretion deems the teacher's case to be meritorious. The Committee is not obligated to provide counsel in any case brought against a teacher. The Committee will in no way be responsible for paying any fine levied against any teacher or any damages assessed against any teacher. Notwithstanding any provision to the contrary, and subject to the terms and conditions of any applicable insurance policy, the teachers, as employees of the Scituate School Department are covered by a policy of insurance provided by the RI Interlocal Risk Management Trust, which includes, *inter alia*, defense of claims, and costs to defend, in actions brought pursuant thereto.
- D. The Committee shall take all appropriate actions necessary to protect the safety of all Teachers.
- E. Disruptive students.
  - 1. When a child is disruptive to the learning situation, the Teacher is entitled to appropriate action for the welfare of the students. Steps leading to this action shall be initiated by a Building Administrator upon receipt of a written complaint from the Teacher. Such action shall be determined by the Administrator. When possible, the Administrator will consult with the Teacher prior to implementing the action. Consultation shall occur as soon as possible following notification by the Teacher.
  - 2. The frequently disruptive student shall be removed from the classroom at the discretion of the classroom Teacher. In the event such student is readmitted to the classroom and there is a reoccurrence of the disruptive behavior, such student shall again be removed from the classroom and shall not be readmitted until avenues of approaching and dealing with the problem are determined by the Principal or her/his designee.
  - 3. The Association and the School Committee, or its designee, agree to meet annually, or as often as necessary, to develop and revise student discipline protocols.

## ARTICLE XVIII

### PERSONAL INJURY BENEFITS AND PROPERTY DAMAGE

A. Whenever a teacher is absent from school as a result of personal injury caused by an assault occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence. No part of such absence will be charged to his/her annual sick leave.

1. The Committee will have the right to have the teacher examined by a physician for the purpose of establishing the length of time during which the teacher is disabled from performing his/her duties. The physician shall be chosen by the teacher from a list of independent doctors provided by the Committee
2. The opinion of the Committee based upon the report of the independent medical examination as to said period will control. The teacher will be provided a copy of the physician's report.

B. Provided the loss is not covered by their own collectable insurance the committee will reimburse teachers up to a maximum of \$100 for:

1. any clothing or other personal property (excluding automobiles and their contents) damaged, stolen, or destroyed in the course of employment, provided that such damage has not been caused by the teacher's negligence.
2. the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of employment.

C. Teachers who receive Workers' Compensation insurance payments for work-related injuries shall be responsible for reimbursing the District for all payments received from Workers' Compensation insurance relating to salary for any period of time in which they receive payment from the sick leave fund. Reimbursement to the District shall take place in a prompt manner following receipt of payment.

## ARTICLE XIX

### HEALTH AND DENTAL INSURANCE

A. The Scituate School Department will provide fully paid family or individual health insurance coverage. The Scituate School Department will provide \$1,000,000 Major Medical Maximum, and fully paid family or individual Vision Care Rider, SCRIPT, Medical Emergency and Organ Transplant Riders.

#### Annual Employee Contribution

Year 1 14%  
Year 2 15%\*  
Year 3 20%\*

\*(Cap on prior year's overall annual premium cost of 10%)

B. The Scituate School Department will provide \$10,000 Term Life Insurance.

C. The Scituate School Department will provide dental insurance, individual or family plan. The aforementioned employee contribution applies to dental coverage.



- D. After retirement teachers may at their own expense purchase the individual or family health insurance coverage until the employee is eligible, or would be eligible, to participate in a federally subsidized healthcare program including Medicare, regardless of the employee's ability to participate in such program.
- E. After retirement teachers may at their own expense purchase \$10,000 Term Life Insurance as provided by the General Laws of Rhode Island.
- F. Alternative Health and/or Dental Insurance Administrators. The Committee shall preserve the right to change health or dental insurance plan providers, subject to the following limitations:
  - 1. The Committee shall provide each employee with health and dental plans with substantially equivalent benefits and network to those existing on the date of execution of this agreement. A summary of benefits for said plans shall be appended to the Agreement and incorporated therein.
  - 2. The Committee shall continue to offer PPO and Indemnity Plan options.
  - 3. Any health plan shall maintain a physician network of at least 90% of Rhode Island physicians and the following acute care facilities (or their successors): Bradley Hospital, Butler Hospital, Hasbro Children's Hospital, Kent Hospital, Miriam Hospital, Rhode Island Hospital, Roger Williams Hospital, South County Hospital Healthcare System, Women and Infants Hospital.
  - 4. Maintenance of existing prescription co-pay(s) for the duration of the Agreement.
  - 5. Prior to any changes in health or dental insurance plan providers, the Committee shall:
    - a. provide STA with actuarial certification (selection of actuary shall be mutually agreed upon) that any and all proposed modified benefit limit(s) or proposed modified level(s) of coverage is (are) actuarially equivalent to or greater than the existing benefit limits or the existing levels of coverage.
    - b. demonstrate to STA that the network for the plan or plans under consideration is (are) substantially equivalent or better in terms of providers.
    - c. agree to resolve any disputes through court action (declaratory relief or injunctive action) or expedited arbitration in accordance with AAA rules.
  - 6. The Committee agrees to hold harmless those employees whose physician or other healthcare service provider (e.g. counselor) does not participate in the network of the selected healthcare insurer for any out-of-network costs incurred for services provided in the subscriber agreement. Ongoing treatment must have been initiated at least thirty (30) days prior to the date of the change in health insurance coverage.
  - 7. The Committee and STA agree to form a Health Care Advisory Committee which shall meet on an ad hoc basis. The Health Care Advisory Committee shall be composed of an equal number of members selected by the STA and an equal number of members selected by the Superintendent.
  - 8. The Committee and the STA further agree to the following general provisions:

- a. employee contributions shall be on a pre-tax basis as permitted by law;
- b. there shall be a minimum 120 days notice to members prior to any change in health care insurer; and
- c. there shall be no change in health care insurer unless all School Department personnel experience same change.

**ARTICLE XX  
ABSENCES AND LEAVES**

A. 1.a. All teachers issued an annual contract may be absent for short-term illnesses cumulative to ten (10) days.

1b. All teachers issued an annual contract may be absent for long-term illnesses up to one hundred twenty (120) days in a school year with full pay except as the deduction hereinafter applies to them.

- Year one of a long term illness is defined at the first school year in which a teachers uses 120 consecutive days of long term illness benefits. No compensation will be provided beyond the 120 day long term illness period. Nothing in this language precludes the individual from petitioning the School Committee for the use of available short term illness days and/or available personal days. Health insurance benefits will continue during the period of the long term illness and for the remainder of the school year.
- In the second consecutive year of a long term illness, the individual’s health insurance benefits will continue. No wages will be provided and the individual’s position will be protected, so long as this is not in conflict with any pertinent language in the Agreement.
- In the third consecutive year of a long term illness, no compensation will be provided; health insurance benefits will be discontinued; the individual’s position will continue to be protected as per the proviso stated above.
- In the fourth consecutive year of a long term illness, no wages or health insurance benefits will be provided. In addition, the individual’s position will be posted as a permanent position assuming that the position is still needed.
- Upon return from a long term illness, the individual will be required to provide appropriate medical documentation that he/she is fully capable of assuming all the duties and responsibilities of his/her position. The School Committee retains the right to require the individual undergo an independent medical examination as a condition of returning to his/her position.

Long Term illness Provisions:

Year	Compensation	Health Benefits	Job Protection
1	Yes—for 120 day long term illness period; no compensation beyond 120 school days	Yes—provided for school year	Yes
2	None	Yes—provided for school year	Yes
3	None	Health benefits discontinued	Yes
4	None	None	No

1. c. The School Committee, out of its appropriation, will set aside for absences for illness an amount equal to the full time equivalent (FTE) number of members of the bargaining unit times five (5) days times the prevailing basic Scituate substitute teachers daily pay rate.

Any deficiency in this fund will be made up by deducting from the members of the bargaining unit, from the last pay check of the school year, an amount equal to the prevailing Scituate substitute teacher daily rate times the number of days over, divided by the FTE number of members of the bargaining unit in the system during the school year. Any funds then remaining will be divided equally among members of the fund who have been absent for a total of four (4) school days or less during the year because of personal illness.

2. A teacher absent due to personal illness for more than five (5) continuous school days will be required to present a doctor's statement of the necessity of absence. In the event that the School Committee seeks verification of said personal illness, the Committee will have the right to have the teacher examined by a physician that the teacher selects from a list of independent doctors provided by the Committee. In the event that the member of the bargaining unit or his/her doctor disputes the decision of the physician selected from the list, then the judgment of a third doctor that the teacher selects from the provided list will be final.

3. In case of ILLNESS IN THE FAMILY (mother, father, brother, sister, son, daughter, spouse or other relative with whom the teacher may be then living) a teacher will be allowed three (3) days absence in a school year with full pay, which will not be counted against the sick leave fund.

4. In case of DEATH IN THE IMMEDIATE FAMILY (mother, father, brother, sister, son, daughter, spouse, or other relative with whom the teacher may then be living) a teacher will be allowed up to five (5) days absence with full pay. For other relatives the teacher will be allowed the day of the funeral with full pay. The above regulations will apply equally to relatives whether by blood or by marriage, which will not be counted against the sick leave fund.

In case of DEATH OF PERSONS OTHER THAN FAMILY the teacher will be allowed one (1) day's absence each school year with full pay. If a teacher uses less than a full day to attend a funeral, the balance of the time will remain available to the teacher for other non-family funerals. Teacher designees of the Superintendent or Principal attending a funeral will not have that day counted against the leave provision. No more than twenty (20) percent of a school's faculty may use this leave on a given date. Notice of a teacher's intention to utilize such leave should be provided to the building principal or designee twenty-four (24) hours in advance when possible.

5. A teacher will be granted a Military Leave of absence for training for a period up to ten (10) school days, which may be extended two (2) additional days for special assignment and will receive the difference in military pay and his/her regular salary.

6. A teacher will be granted JURY DUTY LEAVE when requested and will receive the difference in pay between jury pay and his/her regular salary.

7. Teachers will be granted the following temporary leaves of absence with full pay:

a. One day to receive a college or graduate degree.

b. One day to attend the graduation (for high school or college level) of a member of the teacher's family.

c. A minimum of 2 professional days will be granted to attend educational meetings, conferences, or to visit other schools in order to observe methods of teaching approved in advance by the School Committee. Teachers granted professional days may be requested to submit written evaluation relative thereto to the committee.

d. Sufficient time for appearance in any legal proceeding connected with the teacher's employment or in any legal proceeding if the teacher is required by law to attend.

e. Three days leave for religious purposes.

f. Each member of the professional staff will be allowed two (2) days of absence each school year for personal business which cannot be conducted at any other time without loss of pay. Such leave will not be allowed the day preceding or the day following a holiday or vacation period. Exceptions to this provision may be granted by the School Committee on the recommendation of the Superintendent. Said days may not be accumulative. Said absences will not be charged to sick leave. Reasons given for such leave will be held, if requested, in strict confidence by the Superintendent.

g. A request for personal leave without loss of pay will be submitted in writing to the Superintendent of Schools by the teacher in advance whenever possible.

h. Each member of the professional staff will be allowed one (1) personal day each school year with no reason provided. Such leave cannot be taken the day preceding or the day following a holiday or a vacation period. Notification will be given to the school principal as early as possible. Said absence will not be charged to sick leave. Said days may not be accumulative.

8. A teacher will be granted SABBATICAL LEAVE for advanced study, research and professional development upon recommendation of the Superintendent and approval by the School Committee for approved programs whether or not carried on in academic institutions subject to the following:

a. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be required by the superintendent no later than April 1 of the school year preceding the school year in which the sabbatical leave is requested. The sabbatical request must clearly describe how the proposed sabbatical leave will benefit the Scituate School System.

b. The teacher has completed at least seven (7) years of service in the Scituate School System.

c. Teachers on sabbatical leave will receive one-half pay. No more than 2% of the teachers in the system may be on sabbatical leave at one time.

d. The superintendent is not required to grant any sabbatical leaves in a given year. The superintendent shall require a detailed plan in the sabbatical leave request and a progress report at mid-year prior to February 1 of the school year in which the sabbatical leave is taken. Upon completion of the sabbatical, a written report shall be filed with the superintendent on or before October 15. The superintendent will provide a copy of the report to the school committee.

e. The teacher will agree to return to employment in the Scituate School System for two full years. Upon return, the teacher will be placed on the appropriate step in the salary schedule as though such teacher had not been on leave. A teacher who receives a sabbatical leave will agree to return for two (2) consecutive school years of teaching to the Scituate School System. In the event a teacher resigns before completing 2 consecutive years of service he/she will refund 1/20th of the salary received while on leave for each month he/she fails to serve. In the event a teacher is unable to fulfill the two year obligation as specified because of illness, accident, or acts of God, then the reimbursement requirement will be waived.

f. Teachers receiving a sabbatical leave will be required to sign an Agreement with the Scituate School Committee which will reflect the terms and conditions as outlined herein.

g. If it is necessary for the Scituate School Committee to maintain an action in court, the Scituate School Committee will be entitled to collect from the teacher its reasonable costs of collection including attorney's fees.

h. Teachers on a sabbatical leave will receive one-half of the fringe benefits as outlined in Article XIX and subject to the provisions of the Part-Time Teacher Agreement, Article XXVII, between the Scituate School Committee and Scituate Teachers Association.

9. Personal Leave - A teacher will be entitled to elect personal leave for a period of one (1) year without pay on the following conditions:

a. Notification of personal leave must be received by the Superintendent no later than April 1 of the school year preceding the school year in which the personal leave is elected, and such notification must be in writing. In the event of unusual circumstances, notification of personal leave by April 1 may be waived.

b. The teacher must have completed at least eight (8) years full-time continuous teaching service in the Scituate School System. Service for purposes of this section will be deemed continuous even though it has been interrupted by maternity leave, parental leave, sick care leave, active duty military leave, sabbatical leave, or leave under Section 5; provided, however, that the time devoted to any of the aforesaid leaves will not be included in computing the eight-year service requirement.

c. Leave may be taken no more frequently than every nine (9) years.

d. A teacher taking a leave under this section may not take said leave in the year immediately following the termination of any of the other following leaves:

1. Sabbatical Leave
2. Maternity Leave
3. Parental Leave
4. Sickcare Leave
5. Active duty military leave or
6. Leave for the purpose of engaging in activities of the local, state or national education association, nor will a teacher who has taken a leave under this section be entitled to take any of the aforesaid leaves in the year immediately following the leave taken under this section except that a teacher who has become pregnant during a leave taken under this section will be entitled to maternity leave.

e. A teacher electing leave under this provision will be afforded the opportunity to continue in the group health and life insurance plans at his or her own expense.

f. Upon his or her return, the teacher will be placed in the assignment that he or she left if the position is still open, and if the position that he or she left is not open, the teacher will be placed in as nearly comparable a position as is available.

g. Leave under this section will be without pay or increment. (Example: A teacher who is on Step 8 will return on Step 9 and not on Step 10).

h. No more than two percent of the teachers in the system may be on leave under this section at any one time, and no more than one teacher per any department in the middle school/high school will be on leave under this section at any one time. For purposes of determining the number of teachers who constitute two percent, the result will be rounded off, by going to the lower number if the fraction is less than one-half and to the next higher number if the fraction is one-half or more.

i. Where more than two (2) percent of the teachers in the system or more than one (1) teacher in a department in the middle school/ high school apply for a leave in the same year, the teacher senior in years of service will be given preference.

B. A teacher who becomes pregnant will be entitled to elect one or both of the following leaves of absence:

1. **Maternity Leave.** A teacher who becomes pregnant will be entitled to maternity leave. Maternity leave for a normal delivery will be a maximum of fifty (50) days paid sick leave, which will not be counted against the sick leave fund. Maternity leave will be for the period of time during the pregnancy in which the teacher is physically disabled by reason of the pregnancy from performing her duties as a teacher and extending after the termination of pregnancy for the period of time immediately following said termination that the teacher is physically disabled from performing her duties as a teacher. The teacher must notify the School Committee in writing of her pregnancy and inform the School Committee on said notification of the estimated date at which her disability will prevent her from performing her teaching duties. The teacher must also notify the School Committee after the termination of the pregnancy of the estimated date at which she will be able to return to her teaching duties. While absent on maternity

leave, the teacher will be entitled to utilize sick leave. If the maternity leave extends beyond the number of days sick leave available to the teacher, then the remainder of the maternity leave will be without pay. The teacher must return from maternity leave as soon as she is physically able to perform her duties as a teacher unless she has elected to take parental leave. The School Committee will have the right to have the teacher examined at the Committee's expense by a qualified medical doctor that the teacher chooses from a list of independent doctors provided by the Committee. Upon her return the teacher will be placed in the assignment that she left if that position is still open, and if the position she left is not open, the teacher will be placed in as nearly comparable a position as is available.

2. **Parental Leave.** A teacher by reason of the birth of a child or adoption of a child under the age of sixteen (16) years, by said teacher or by said teacher's spouse will be entitled to elect parental leave for up to two (2) years after the birth or placement with the teacher in connection with adoption proceedings. Parental leave will be without pay. Where both spouses are employed as teachers by the Scituate School Department, only one of them may elect to take parental leave; nor will they be allowed to allocate the permitted time for parental leave between them without permission of the School Committee and whether or not to grant or deny such permission will be within the sole and absolute discretion of the School Committee and will not be subject to grievance or appeal for any reason. A teacher electing parental leave must notify the School Committee in writing at least thirty (30) days prior to the commencement of the leave. The teacher must return at the beginning of the school year in September. If the teacher commences parental leave after January 1 of any year, the teacher may take such parental leave in excess of two (2) years providing for a return at the beginning of the school year in September of the following calendar year. Upon his or her return, the teacher will be placed in the assignment that he or she left if the position is still open and, if the position that he or she left is not open, the teacher will be placed in as nearly comparable a position as is available and all unused benefits accrued prior to said leave will be credited to the teacher. It is specifically agreed that following September 1, 2008, Teachers taking Parental Leave in excess of one (1) year shall be placed in a position within his/her certification area.

As required by General Laws 28-48 (Parental Leave) the School Committee will maintain any existing health benefits in force for the first thirteen (13) consecutive work weeks of parental leave; thereafter, a teacher electing parental leave will be afforded the opportunity to continue health benefit coverage at his or her own expense. Furthermore, in accordance with General Laws 28-48-3, a teacher electing parental leave will pay to the School Department a sum equal to the premium required to maintain the teacher's health benefits in force during the first thirteen (13) consecutive work weeks of parental leave. Such payment may be made on a pro-rated monthly basis prior to the first of each month. The School Department will return such payment to the teacher within ten (10) days following his or her return to employment, but in the event a teacher will fail to return to employment, such amount will be forfeited.

### C. Sick Care Leave

1. As required by General Laws 28-48 (Parental Leave) every teacher who has been employed by the Scituate School Department for twelve (12) consecutive months will be entitled, upon thirty (30) days advance notice in writing (unless prevented by emergency) to the School Committee, to thirteen (13) consecutive weeks of parental leave without pay in any two (2) calendar years to attend to a seriously ill child (as defined by General Laws 24-48-1 (e) a seriously ill child means "a child under the age of eighteen (18) years who by reason of an accident, disease or condition (1) is in imminent danger of death or (2) faces hospitalization involving an organ transplant, limb amputation or such other procedure of similar severity as will be determined through regulation by the Director of Labor in consultation with

director of Health." As required by General laws 28-48 (Parental Leave) the School Committee will maintain any existing health benefits in force for the first thirteen (13) weeks of parental leave to care for a seriously ill child.

Furthermore, in accordance with General Laws 28-48-3 a teacher electing parental leave to attend a seriously ill child will pay the School Department a sum equal to the premium required to maintain the teacher's health benefits in force during the first thirteen (13) consecutive work weeks of parental leave. Such payment may be made on a pro-rated monthly basis prior to the first of each month. The School Department will return such payment to the teacher within ten (10) days following his or her return to employment, but in the event a teacher will fail to return to employment, such amount will be forfeited.

2. Other than as provided in Section 1, sick care leave of up to one year without pay or increment may be granted by the School Committee to a teacher for the purpose of caring for a sick member of his or her immediate family. A teacher receiving such leave will be afforded the opportunity to continue health benefit coverage at his or her own expense. In the case of a seriously ill child the School Committee may grant up to one year, reduced by the thirteen (13) week period provided in Section 1, for a teacher to care for such child.

D. ACTIVE DUTY MILITARY LEAVE without pay will be granted to any member of the system who is inducted, recalled, or enlists during a time of conflict in which the armed forces of the U.S. are involved (e.g. Korean conflict, Vietnam conflict) or during a time of war that has been declared by Congress, in any branch of the armed forces of the United States. Upon return from such leave a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively in the system up to a maximum of three (3) years.

E. A teacher who has served at least four (4) years in the Scituate School System may be granted a leave without pay for up to two years for service in the Peace Corps or for service as exchange teachers. Upon return from such leave the teacher will be placed on the salary schedule at the level he/she would have achieved had he/she not been on leave.

F. A teacher who has served in the Scituate School System for at least four (4) years will upon request be granted a leave without pay for up to one (1) year for the purpose of engaging in the activities of the local, state, or national education association. The leave must normally be requested in writing by April 1. Upon return from such leave, the teacher will be placed on the salary schedule at the level he/she would have achieved had he/she not been on leave. The teacher must notify the Superintendent by April 1 of his/her leave year as to whether or not he/she will return to the Scituate system.

## **ARTICLE XXI SUMMER SCHOOL**

A. All openings for summer school teachers will be publicized by the Superintendent and will be posted in each school as early as possible. Under normal circumstances no later than ten (10) days prior to the start of said



session. Applications must be submitted within one week of the posting of notices. Teachers who have applied for such positions will be notified of the action taken regarding their applications.

B. Positions in summer school will be filled, to the extent possible, by regular teachers of the Scituate School System, except that teachers outside the bargaining unit after two (2) consecutive summers of satisfactory teaching in summer school will be given preference for continued summer school teaching if so recommended by the Superintendent of Schools.

## **ARTICLE XXII SALARIES AND DEDUCTIONS OF DUES**

The salaries of all professional persons covered by this agreement are set forth in Appendix A which is attached to and made part of this agreement.

- A. All teachers will be paid in equal bi-weekly installments during the contractual year. Any teacher, however, may have the option of being paid the remainder of his/her salary in a lump sum at the end of the school year, which is the 22nd pay check and is subject to all sick leave credits or deduction. To this end the School Committee will hold back \$100.00 of pay pending sick pay adjustment. A request for this option must be made in writing to the Superintendent's office by June 1. In lieu of this hold back, retirees will provide the Scituate School Department with a check in the amount of \$100.00 or such an amount as prorated by date of retirement and full time equivalency.
  
- B.
  - 1. New teachers will be given full increment credit for teaching experience. A full teaching year will be no less than 135 paid days in a school year in a single school system.
  
  - 2. New teachers hired to replace regular teachers on one (1) year leaves of absence will be paid at Step 1 of the salary schedule between the Association and the Committee regardless of the number of years of teaching experience. This salary provision will apply for one (1) year only. However, if the teacher is retained beyond the initial year, the salary step will be determined by prior years of experience including the year spent as a long term substitute.

In this position the teacher will be entitled to and obligated by all other provisions of this Agreement. If a teacher covered by this provision is retained beyond the initial year of service, the year spent as a long-term substitute will be counted in establishing seniority in the system.
  
- C. The Committee may, upon recommendation of the Superintendent increase the salary of any teacher to compensate for the assumption of "additional duties" or "pertinent experience." The term "additional duties" or "pertinent experience" will be defined by the committee and/or the superintendent.
  
- D. Military Service Credit will be accorded to teachers who have served on active duty in any branch of the armed forces of the United States. Military Service Credit is defined as an increase of one increment of base salary for each year of military service -- not to exceed three years total credit. The credit is to begin after the teacher has served one year in the Scituate School System. The resulting base will not exceed the maximum base prescribed for all teachers.

Any fraction of a year more than six months will be considered one full year of service. Any teacher who qualifies under Article XX Section D will not qualify under Article XXII Section D.

- E. Longevity Credit will be accorded for any teacher who has served in the Scituate School System as prescribed in the following definition: Base pay plus the average of communities in state with longevity at each level as of August 15 for 15 years, 20 years and 25 years service. For the duration of this agreement, longevity will be calculated as follows:

Longevity	Year 1 (2013-2014)	Year 2 (2014-2015)	Year 3 (2015-2016)
15 Years	\$1263	\$1263	\$1484
20 Years	\$1516	\$1516	\$1701
25 Years	\$2002	\$2002	\$2293

- F. The Committee agrees to deduct unified teacher association dues from individual teachers' pay. The timing and scheduling of such deductions will be determined by the Committee. The Office of the Superintendent will continue dues deductions for succeeding school years unless the teacher notifies the Office of the Superintendent in writing, not to do so no later than August 15, prior to commencement of such school year.
- G. Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law 87-370 in accordance with procedures mutually acceptable to the Committee and Association.
- H. Any teacher who is not a member of the Association in good standing will as a condition of employment, have deducted and pay to the Association as a representation benefit fee, a service charge in an amount equal to the regular dues of the Scituate Teachers' Association/National Education Association Rhode Island/National Education Association.

**ARTICLE XXIII  
GRIEVANCE PROCEDURE**

The purpose of the following grievance procedure will be to settle equitably at the lowest possible administrative level and in as informal manner as possible any issue which may arise concerning grievances as defined below.

The Committee and the Association agree to keep the following proceedings as confidential as may be appropriate at any and all levels of the procedure and further agree to make available any data not privileged under law which is in the possession of the Committee or the Association and which bears on the issue raised by the grievance.

Nothing herein contained will be construed as limiting the right of any teacher(s) having a potential grievance to discuss the matter informally with any appropriate member of the administration and having the potential grievance resolved provided that the resolution is consistent with the terms of this agreement.

**A. Definitions**

1. A grievance is defined as a complaint based upon a misinterpretation or inequitable application of:
  - a. any provisions of this agreement and/or
  - b. established policy or practices of the School Committee or its administrative representatives governing or affecting employees.

The term grievance will not apply to any matter which is subject to law or any rule or regulation of the State Commissioner of Education having the force and effect of law except as provided below in B.4.

2. An aggrieved person is the person or group covered under the terms of this agreement making the claim.

3. A party in interest is the person or group making the claim, any person who might be required to take action or against whom action might be taken in order to resolve the claim, and the chairman of the Association's PR&R committee or his/her designee.

4. A grievance must be initiated within thirty (30) school days after the teacher knew, or should have known, of the act or condition on which the grievance is based. Any grievance not filed or appealed to a higher level within the time limits provided for in this Agreement will 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.

## **B. Procedure**

Since it is important that all grievances be settled as rapidly as possible, the number of days indicated at each level will be considered a maximum. They may be extended by mutual agreement. In the event a grievance is filed on or after June 1, which grievance, if left unsolved until the beginning of the next school year could result in harm to a party in interest, the time limits set forth herein will by mutual consent of the parties be reduced to the end of the school term or as soon as practicable thereafter. If necessary, the settling of the grievance may be extended into the new school term in September under the terms of this agreement and this article and not under the succeeding agreement. At all levels of the grievance procedure, at least one member of the Association's PR&R Committee will attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

1. **Level One:** A teacher (or group of teachers) with a grievance will first put it in writing and discuss it with his/her immediate superior and/or principal either directly or with his/her own counsel or through a representative of the Association with the objective of resolving the matter informally.

2. **Level Two:** If the aggrieved person (or group of persons) is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the Superintendent, and the Superintendent, or a person designated by the Superintendent, will grant a hearing to the aggrieved and return his/her disposition within five (5) school days of the presentation.

3. **Level Three:** If the aggrieved person (or group of persons) is not satisfied with the disposition of the grievance at Level Two, or if no decision is rendered within five (5) school days after the presentation of the grievance to the Superintendent or his/her designee, then within thirty (30) calendar days (school vacations and school holidays exempted) after the expiration of said five (5) days, the aggrieved may request the PR&R Committee to consider the merits of the grievance to determine if it should be forwarded to the school committee. If the PR&R Committee determines that the grievance should be forwarded to the School Committee, the School Committee will meet in executive sessions within thirty (30) calendar days on an afternoon or evening other than its regularly scheduled meeting in order to hear

said grievance. Any party in interest will have the right to appear before the Committee at such an executive session and be heard.

4. **Level Four:** If the aggrieved person (or group of persons) is not satisfied with the disposition of the grievance at Level Three, or if no decision is rendered within five (5) days after the Committee has heard the grievance, and if, in the opinion of the PR&R Committee, the grievance is deemed meritorious, then within thirty (30) calendar days of receipt of the School Committee's decision or if no decision is rendered within the aforesaid five (5) days, then within thirty (30) calendar days after the expiration of said five (5) days, the aggrieved may submit the grievance to binding arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules. All grievances by the School Committee will be initiated at Level Four. The expense of Arbitration will be borne equally by the parties.

The parties will make every effort to present all evidence available to them at the Level Three hearing. If after conclusion of the Level Three hearing but before commencement of the hearing at Level Four, any party becomes aware of new evidence in support of its position, such party will give the School Committee an opportunity to reconsider its decision or re-open the hearing. The School Committee will have twenty (20) calendar days to hear new evidence and re-consider its decision. During the time that such new evidence is being considered by the School Committee, any arbitration proceedings will be held in abeyance; provided, however, that in no event will the period of abeyance exceed twenty (20) calendar days. The arbitrator will not be empowered to make any decision amending, modifying, adding to or subtracting from the Provisions of this Agreement.

The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of their rights hereunder will be pursuant to the grievance procedure, provided, however, that a teacher may elect in the case of suspension, dismissal or non-renewal of contract to appeal the decision of the School Committee in the manner provided by statute. Such election will preclude any appeal by the teacher to an arbitrator under this section. The decision of the arbitrator will be final and no appeal will lie there from except on the ground that the decision was procured by fraud or that it violates the law, in which case appeals will be to the Superior Court. Nothing in this contract will affect the right of the School Committee to seek and obtain injunctive relief, declaratory relief or damages in the courts for violation of this agreement or for unlawful activities on the part of the Association or its members.

### C. Miscellaneous

1. If it is the judgment of the PR&R Committee that a grievance affects a group or class of teachers, it may submit such grievance in writing to the superintendent and the processing of such a grievance will commence at Level Two.
2. The PR&R Committee has the authority with written consent to process a grievance through all levels of the procedure even though the aggrieved person may not be able to do so.
3. Decisions at Level Two and Three will be in writing, and the reasons therefore will be stated briefly. Decisions at Level Four will be in accordance with the rules of the American Arbitration Association. Copies of decisions will be promptly provided for all parties in interest, and in

particular, copies of Level Three decisions will be sent to the President of the STA, the NEARI/Scituate UniServ Director as well as the grievant and PR&R Committee Chairman.

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

#### D. Right of Teachers to Representation

1. Any teacher or any party in interest may be represented by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association, the NEARI or the NEA.
2. No reprisals of any kind will be taken by the Committee nor by any member of the administration against any party in interest, any school representative, any member of the PR&R Committee or any other participant in the grievance procedure because of such participation.
3. No part of this article will be construed as to obligate the Association to expend resources of the Association for a person or group who is not a member of the Association.

### **ARTICLE XXIV USE OF SCHOOL FACILITIES**

- A. The Association will have the right to use school facilities without cost at reasonable times for meetings. The Association agrees that if the size of the meeting or other factors necessitate additional custodial services, that the cost of said services will be the responsibility of the Association. Request for use will be made to the principal of the building in advance.
- B. The Association will have the right to place notices, circulars and other material on faculty bulletin boards and in teachers' mail boxes. No member of the administration will assume the responsibility of posting or distribution of material for the Association nor for any other teacher organization.

### **ARTICLE XXV COOPERATION**

- A. The Association agrees to make a concentrated effort to work to develop the total education program into one that is unique to Scituate and to support the School Committee vocally and actively in the interest of sound education.
- B. The Association agrees that representatives will serve on special committees at the request of the School Committee for the purpose of bettering public education.

- C. The Association agrees that schools should be community-centered and will discuss any programs designed to accomplish this.

**ARTICLE XXVI  
NEGOTIATION PROCEDURE**

- A. 1. In accord with the terms stated in Article XXIX under duration, the Committee and the Association agree to negotiate concerning a successor agreement in a good-faith effort to reach agreement on all matters dealing with teachers' salaries and contractual agreements. That agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Committee and the Association.  
  
2. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. It is agreed that the tentative school budget will be made available to the Association when and as released by the Town Council. Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.
- B. All negotiations will be held pursuant to Title 28, Chapter 9.3 of the School Teachers' Arbitration Act of 1966.
- C. The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive representative pursuant to the School Teachers' Arbitration Act of 1966. The Committee further agrees not to negotiate in any regard with any teacher organization other than the Association during the life of the agreement.

**ARTICLE XXVII  
PART-TIME TEACHER AGREEMENT BETWEEN THE SCITUATE SCHOOL  
COMMITTEE AND SCITUATE TEACHERS' ASSOCIATION'  
Effective July 1978**

- A. A part-time teacher (initially hired as a part-time teacher or presently employed) is defined as a teacher who works less than 135 full-time equivalent school days in a school year, or works less than a full schedule.
- B. Part-time teachers will receive the pro-rata share of all fringe benefits. The pro-rata share of fringe benefits which have a monetary value can be pooled together at the option of the part-time teacher to purchase some full benefits. In no event will a part-time teacher receive said monetary value in cash, and the portion of said monetary value which is not used towards the purchase of fringe benefits will lapse.
- C. Part-time teachers will be paid a pro-rata share of the step that they are on from the teachers' salary schedule.

- A. Teacher's who once are full time and then are reduced involuntarily to part-time will receive a part-time salary as outlined in the Part-Time Agreement.
- B. Full time teachers reduced involuntarily to part-time status will receive fully paid advanced degree stipend.
- C. Grandfather all present part-time teachers to keep their positions so that they cannot be bumped by new language in Article XIV, Section A, 12a, 12b, 12c and 12d.
- D. If a teacher elects a part-time position from a full time position, they must revert to controls of the part-time agreement.
- E. All new part-time hires are subject to the Part-Time Agreement.
- F. All part-time teachers must meet all time commitments as outlined in Article XIV, Teaching Hours and Teaching Load. Part-time teachers may change their department night schedule with the permission of the principal in order to accommodate their part-time teaching schedule.

**ARTICLE XXVIII  
SENIORITY**

A. Seniority

1. Seniority shall be defined as length of continuous service in the Scituate School Department computed by date of School Committee appointment to either a temporary position or permanent vacancy. Except as specifically provided for within Article XXII(B)(2) (concerning Teachers retained the year following their initial, long-term substitute assignment for a Teacher out on a one year leave of absence), substitute Teachers shall not accrue seniority.
2. For individuals hired following September 1, 2008, if the date of Committee appointment is the same, the date of application shall be the determining factor. If the dates of application are the same or cannot be determined, then a lottery shall be conducted mutually by the President of STA and Superintendent of Schools.
3. A seniority list will be compiled by the Superintendent and submitted to the Association President by November 15 of each school year for posting in all buildings. If a teacher questions his/her position on the seniority list which cannot be resolved informally, the dispute shall be resolved in accordance with Article XXIII of the Agreement.
4. Seniority shall be broken only for:
  - a. termination for just cause (performance related);
  - b. resignation;
  - c. retirement;
  - d. failure to accept recall to regular full-time employment from layoff if said teacher was previously employed full-time;

- e. failure to accept recall to regular part-time employment from layoff if said teacher was previously employed part-time;
- f. failure to return to work upon expiration of a leave of absence; or
- g. layoff in excess of three (3) years.

5. Except as provided in paragraph 4 above, seniority shall not be broken due to layoff or non-renewal and shall not continue to accrue during such periods. Seniority shall continue to accrue during all leaves of absence.

#### B. Layoff

1. Layoff shall be defined as any reduction in force based upon reasons other than misconduct or performance.
2. Layoffs shall be in the inverse order of seniority within an affected area of certification. To avoid layoff, a senior teacher shall replace the most junior teacher in any areas in which the senior teacher holds certification.

#### C. Recall

1. Teachers shall be recalled on the basis of seniority, area of certification, and highly qualified status.
2. A teacher on notice of layoff shall be returned upon recall to his/her former position, so long as the position is vacant.
3. When the School Committee intends to fill a position for which a laid off teacher has certification, the Superintendent shall notify the teacher with the greatest seniority in the area of certification who holds a highly qualified status. The teacher shall be notified by certified mail, return receipt requested, at his or her last known address. The teacher will notify the Superintendent in writing of his or her intent to accept or reject the position within a period of fourteen (14) calendar days after receipt of notification. In order to assist in an accurate notification process, prior to the end of each school year, all Teachers shall be responsible for providing the Superintendent's Office with five (5) self-addressed envelopes indicating the Teacher's current mailing address.
4. If a notified teacher refuses to accept the position offered or fails to respond to such notification within the above time limit, such teacher will lose all rights under this provision. Should this occur, the Superintendent will then notify the teacher with the next highest seniority in the area of certification of such vacancy, and the same procedure will apply.
5. Recall rights shall be limited to three (3) years following the date of layoff.



**ARTICLE XXIX**

**DURATION**

The provisions of this agreement will be effective as of September 1, 2013 and will continue and remain in full force and effect until August 31, 2016. Said Agreement will automatically be renewed, and will continue in full force and effect for additional periods of one year unless either the School Committee or the Association gives written notice to the other not later than November 10th of the year prior to the aforesaid expiration date or any anniversary thereof, of its desire to reopen this agreement and to negotiate over terms of a successor agreement. If either party does not notify the other of its intention to reopen and renegotiate the aforementioned agreement prior to November 10, 2015 (or at least 140 days prior to financial town meeting), then such right to reopen and renegotiate will be deemed to be waived.

In witness whereof, the parties hereunto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
SCITUATE SCHOOL COMMITTEE CHAIRPERSON

\_\_\_\_\_  
SCITUATE TEACHERS' ASSOCIATION PRESIDENT

**APPENDIX A  
SALARIES**

I. The Base Scale and Advanced Study Increments, except National Board Certification increment, shall be computed annually from the mean (average) of all settled communities (limit 10 steps) through August 15 next prior to the commencement of the school year in September.

It is understood that there shall be a guaranteed increase in the computed mean. The minimum mean increase for Base Scale shall be 1.5%, with a maximum increase for Base Scale of 2.2%

The scale shall be computed by the NEARI UniServ Representative and the Superintendent in the Town of Scituate.

In computing the Advanced Study Increments mean South Kingstown shall be the average of its two scales.

**The Parties hereby agree to the following salary schedule:**

**Base Pay Scale (Mean) + Salary Adjustment**

	Year 1	Year 2	Year 3
Base Pay Scale	Mean	Mean with a guaranteed Minimum increase of 1.5%; Maximum increase of 2.2%	Mean with a guaranteed Minimum increase of 1.5%; Maximum increase of 2.2%
Salary Adjustment Steps 1-9	\$650	\$650	\$750
Salary Adjustment Step 10	\$1600	\$1700	\$1800

**2013-2014**

Step	Mean as previously computed (August, 2013) For 181 days	Salary Adjustment	Total
1	39,663	650	40,313
2	42,315	650	42,965
3	45,206	650	45,856
4	48,181	650	48,831
5	51,303	650	51,953
6	54,483	650	55,133
7	57,606	650	58,256
8	61,059	650	61,709
9	64,833	650	65,483
10	72,618	1600	74,218

**\*\*Professional Development Days (2) Stipend: Per Diem**

II. Advanced Study Increments

	2013-2014	2014-2015	2015-2016
Bachelors Degree +30	1886	1886	2060
Masters Degree	3190	3190	3190
Masters Degree +15	3835	3835	4002
Masters Degree + 30	4437	4437	4437
CAGS	4434	4434	4749
Doctorate	5536	5536	5618
National Board	2500	2500	2500

III. Longevity Credit

Longevity	2013-2014	2014-2015	2015-2016
15 Years	1263	1263	1484
20 Years	1516	1516	1701
25 Years	2002	2002	2293

IV. Department Chairperson:

English	2,460
Math	2,460
Science	2,460
Social Studies	2,460
Foreign Language	1,680
Guidance	2,460
Health/PE	1,680
Industrial Arts	1,680
Home Economics	1,680
Special Education	2,460
Art	1,680

\*Music—it is understood that there is a music department chairperson who receives a stipend for that position. The Committee and the Association agree to meet to discuss the music department chair position and stipend to reflect the separation of the department chair job and the band director job.

V. Mentor Stipends:

600

VI. Retirement Benefit

Three thousand five hundred (\$3,500.00) dollars per year for three (3) years for a retiree who has twenty-eight (28) years of service teaching K-12 (eligibility as defined by the RI State retirement system), twenty-five (25) years of which was service teaching in the Scituate School System and retires into the State Retirement System. Two thousand (\$2,000.00) dollars per year for three (3) years for a retiree who has twenty (20) years of service teaching in the Scituate School System and retires into the State Retirement System.

IX. Literacy and Math Coaches shall be compensated for preparation time at the Professional Rate up to a maximum of \$500 per year.

**EXHIBIT ONE  
TEACHER'S INITIAL CONTRACT**

Date of Issue \_\_\_\_\_

The Scituate School Committee has voted to employ \_\_\_\_\_ (hereinafter referred to as "teacher") as a \_\_\_\_\_ in the level \_\_\_\_\_ of the Scituate School System for the year beginning \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_, subject to the conditions stated below.

In accordance with the provisions of the prevailing agreement and salary scale between the Scituate School Committee and the Scituate Teachers' Association, the Committee agrees to pay the teacher for the above stated period an annual salary of \_\_\_\_\_ in twenty-six (26) equal, bi-weekly installments beginning \_\_\_\_\_, 20\_\_\_\_, and subject to required deductions for the state and nation and other deductions which are mutually agreed to in writing by the teacher and Committee.

This contract may be terminated at any time by mutual consent. It may be terminated by the Committee for cause as provided by statute. It may be terminated by the teacher by submitting thirty (30) days written notice of such intent except during the month of August.

The teacher agrees to serve under the supervision of the superintendent of schools and under the above stated conditions. The teacher further agrees that he/she has read and will abide by the prevailing agreement between the School Committee and the Teachers' Association. He/she shows this agreement by affixing his signature below on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Failure to return this contract to the office of the Superintendent within fifteen days of the above date of issuance will be considered a resignation.

This contract is subject to the laws of Rhode Island and the rules of the State Board of Education.

**EXHIBIT TWO**  
**TEACHER'S LONG TERM CONTRACT**

The School Committee of the Town of Scituate, Rhode Island, agrees to employ \_\_\_\_\_ (hereinafter referred to as "teacher") as a \_\_\_\_\_ in the public schools of Scituate on the level on a continuing basis subject to the conditions stated below beginning \_\_\_\_\_, 20\_\_\_\_\_.

Said Committee agrees to pay said teacher an annual salary in accordance with the provisions of the prevailing salary schedule as agreed upon by the School Committee and the Scituate Teachers' Association, and as determined by the signing of an annual salary agreement.

This contract of employment shall continue in force from year to year subject to the following:

1. It may be terminated at any time by mutual consent.
2. The Committee may terminate this contract at any time for just cause as stated by statute.
3. The teacher may resign by submitting written notice of his intent at least thirty (30) days prior to his termination date except during the month of August.

Said teacher agrees to serve under the superintendent of schools and abide by the prevailing agreement between the School Committee and the Scituate Teachers' Association. Said teacher shows this agreement by affixing his/her signature to this contract on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and returning it to the office of the superintendent on or before \_\_\_\_\_, 20\_\_\_\_\_. Failure to return the contract by said date will be considered a resignation.

This contract is subject to the laws of the State of Rhode Island and the rules of the State Board of Education.

**EXHIBIT THREE**  
**TEACHER'S ANNUAL SALARY AGREEMENT**

\_\_\_\_\_ (to whom the term "teacher" hereinafter applies), employed as a \_\_\_\_\_ in the public schools of Scituate, Rhode Island, under a continuing contract, is hereby notified that the School Committee of said town has voted and hereby agrees, under the terms of said contract and in accordance with the prevailing agreement and salary schedule between said Committee and the Scituate Teachers' Association, to pay said teacher an annual salary of \_\_\_\_\_ for the school year beginning \_\_\_\_\_, 20\_\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_\_, in twenty-six equal biweekly installments and subject to required state and national deductions and other deductions which are mutually agreed to in writing by the teacher and the Committee.

Said teacher, under the terms and conditions of the aforementioned contract hereby agrees to accept the above-stated salary in return for services during the above-stated period.

This salary agreement shall become operative when properly signed in duplicate and one copy returned to the office of the superintendent of schools within fifteen (15) school days from the date received by the teacher. If the agreement is not signed and returned by said time, a written statement of reason must be submitted to the office of the superintendent by said time.

Itemization of salary -- if needed -- is:

By \_\_\_\_\_ Date \_\_\_\_\_ Teacher

By \_\_\_\_\_ Date \_\_\_\_\_ School Committee Chairman or Designee

**ATTACHMENT ONE**  
**SCITUATE TEACHER**  
**MENTOR PROGRAM**

**Purpose:**

The purpose of the Scituate Beginning Teacher Mentor Program is to improve student learning through improved teacher practice.

**Mission:**

The mission of the Scituate Schools' Beginning Teacher Mentor Program is to encourage professional growth and effective teaching practices as well as to act as a developmental process for obtaining tenure.

**Goal:**

1. To develop a systemwide network of trained mentor teachers who will work with new teachers for the first three years of their employment in Scituate.
2. To enhance the capacity of all newly hired teachers to employ powerful teaching strategies and to make effective teaching decisions.
3. To establish a collaborative and supportive system of professional development which will enable the district in awarding tenure to non-tenured teachers.

**Beliefs:**

The mentoring system has been built upon the following beliefs:

1. Education makes a positive difference in a person's life.
2. People are unique and have various learning styles.
3. Due to acceleration of societal demands, teaching today is radically different than it was 20-30 years ago and as a result more challenging.
4. People benefit from recognition, approval and positive reinforcement.
5. Everyone is deserving of fair treatment.
6. All people have the ability to learn.
7. Learning is a life-long process
8. It is worthwhile to reward effort and enthusiasm.
9. Being allowed to take risks is an important part of the growth process.
10. Collaboration and cooperation are beneficial to all members of the educational community.
11. On-going communication is a vital component of any relationship.



## **PARTICIPANTS**

### **New Hires (Mentee)**

New hires are divided into two categories: beginning teachers and non-tenured teachers who have at least five years teaching experience. Generally, beginning teachers have a need for support in one or more of the following areas: discipline and classroom management, curriculum and lesson planning, selecting appropriate instructional activities, motivational techniques, obtaining materials and supplies, coping with work load, providing for individual differences, guidance, feedback and moral support.

Non-tenured teachers who have at least five years teaching experience might require less comprehensive support and might focus on only a few of the aforementioned areas of support.

All new hires will be assigned mentors. The frequency of their meetings and intensity of their work together to be determined by the mentor/mentee in conjunction with the assistant superintendent. In years when a shortage of mentors exists, mentors will be assigned to beginning teachers first.

## **MENTOR**

A Mentor is an exemplary teacher who meets the criteria identified in the local selection process (see Participation Requirements). The mentor serves as a professional role model for new hires, facilitating the acquisition of self-confidence, improving classroom instruction and promoting professional growth through the achievement of specific behaviors as described by the Rhode Island Beginning Teacher Standards.

### **Participation Requirements**

Mentors may participate in this program by completing a short questionnaire (see appendix) and submitting it to the Assistant Superintendent. The participants will meet the following requirements:

- > Hold a Rhode Island Professional Certificate
- > Have at least five years of teaching experience
- > Be a tenured teacher in Scituate
- > Have a record of positive teaching evaluations and good interpersonal skills
- > Be willing to serve for up to three years
- > Have successfully participated in a training session
- > Participate in biannual sharing sessions
- > Demonstrate a commitment to professional growth

Satisfactorily meeting these requirements ensures participation in the program, However, assignment in any given year may not be possible. Additionally, teachers in the program must participate in a training session at least every three years.

### **Suggested Mentor/Mentee Activities**

- > Develop collegial relationship
- > Familiarize with physical plant, personnel resources and the community
- > Communicate about district and building activities, procedures and organization
- > Establish tentative calendar for meeting dates
- > Consult in organization of room and materials
- > Introduce and discuss RI Beginning Teacher Standards (attached)
- > Continually assess progress of mentor program
- > Share resources
- > Provide for demonstration, observation and feedback opportunities
- > Review student reporting and/or conferencing procedures
- > Discuss end-of-year activities, procedures and expectations
- > Review year's progress
- > Establish direction for next year

### **Conditions Necessary for Success**

- > Beginning teachers and mentors must have time built into their schedules to allow them to observe one another teaching and to confer with one another following each observation. Time to be coordinated and approved by building principal.
- > Systematic procedures for selecting experienced teachers to serve as mentors must be founded upon the highest standards and must be clearly articulated and adhered to. This insures that those teachers chosen to serve as mentors are skilled in the art and science of teaching and possess strong interpersonal skills.
- > Those experienced teachers who are chosen to serve as mentors need training to prepare them to effectively carry out the responsibilities of the role. This training should include skills in clinical supervision, knowledge of effective teaching research, and an understanding of the principles of adult learning.
- > There should be ongoing support from building administrators who have a role to play in the development of the new professional.
- > Whenever possible, the mentor and beginning teacher should be located in the same building and teach the same subject or grade level.

## The Rhode Island Professional Teaching Standards (RIPTS)

**Standard 1.** Teachers create learning experiences using a broad base of general knowledge that reflects an understanding of the nature of the world in which we live.

**Standard 2.** Teachers have a deep content knowledge base sufficient to create learning experiences that reflect an understanding of the central concepts, vocabulary, structures, and tools of inquiry of the disciplines/content areas they teach.

**Standard 3.** Teachers create instructional opportunities that reflect an understanding of how children learn and develop.

**Standard 4.** Teachers create instructional opportunities that reflect a respect for the diversity of learners and an understanding of how students differ in their approaches to learning.

**Standard 5.** Teachers create instructional opportunities to encourage all students' development of critical thinking, problem solving, performance skills, and literacy across content areas.

**Standard 6.** Teachers create a supportive learning environment that encourages appropriate standards of behavior, positive social interaction, active engagement in learning and self-motivation.

**Standard 7.** Teachers work collaboratively with all school personnel, families and the broader community to create a professional learning community and environment that supports the improvement of teaching, learning and student achievement.

**Standard 8.** Teachers use effective communication as the vehicle through which students explore, conjecture, discuss and investigate new ideas.

**Standard 9.** Teachers use appropriate formal and informal assessment strategies with individuals and groups of students to determine the impact of instruction on learning, to provide feedback, and to plan future instruction.

**Standard 10.** Teachers reflect on their practice and assume responsibility for their own professional development by actively seeking and participating in opportunities to learn and grow as professionals.

**Standard 11.** Teachers maintain professional standards guided by legal and ethical principles.

## TEACHER MENTOR APPLICATION

DATE: \_\_\_\_\_

\_\_\_\_\_ wishes to participate in the Teacher Mentor Program of the Scituate School System.

PLEASE ANSWER THE FOLLOWING:

- |    |   |     |    |
|----|---|-----|----|
| 1. | Do you hold a Rhode Island Professional Certificate?                      | Yes | No |
|    | Type of Certification _____   |     |    |
| 2. | Are you a tenured teacher in the Scituate School System?                  | Yes | No |
| 3. | Have you had at least five years of teaching experience?                  | Yes | No |
| 4. | In what grade/area have you experience? _____                             |     |    |
| 5. | Are you willing to serve up to three years in the Teacher Mentor Program? | Yes | No |
| 6. | In what area/grade level do you wish to mentor? _____                     |     |    |
| 7. | Are you willing to participate in a training session?                     | Yes | No |

Indicate how you have been committed to professional growth (courses, conferences, workshops, seminars, etc.):

**ATTACHMENT TWO**  
TEACHER EVALUATION PLAN

**I. Participants**

All teachers (tenured and non-tenured) will participate annually in the RIDE Educator Evaluation System as set forth below.

**II. Documentation:**

Electronic and hard copy of all documentation and completed forms will be given to the teacher at the end of the year. Teachers and evaluators will utilize the RIDE Educator Performance and Support System (EPSS). No artifacts/evidence will be required to support the Teacher Professional Practice Rubric (100% observable). Teachers will provide no more than two (2) artifacts to support evidence of attainment of components on the Professional Foundations Rubric. At the end of each year, final scores will be reported to RIDE utilizing the EPSS system. In the event that RIDE requests additional information to be provided, the Scituate School Department and the STA will meet to discuss and negotiate that process.

**III. Evaluation Components:** The evaluation process shall proceed for all teachers at the same pace, that is, movement to the next component shall not commence for any teacher until all the immediate prior components are completed for all teachers. Reasonable exceptions include teachers on leave and new mid-year hires.

<b>Component</b>	<b>Based upon RIDE Evaluation System</b>
<b>Evaluation Conferences</b>	Three evaluation conferences between the teacher and the evaluator
<b>Observations</b>	One announced visit; two unannounced visits
<b>Professional Growth Goals</b>	One goal per teacher; set at the beginning of the year conference; not required to be submitted; not used in determining final rating
<b>Student Learning Objectives</b>	Two goals per teacher set at the beginning of the year conference
<b>RI Growth Model Rating</b>	Not Applicable at this time
<b>Final Effectiveness Rating</b>	Aggregate ratings will be provided to RIDE. In the event that RIDE requests additional information is provided, the Scituate School Department and the STA will meet to discuss and negotiate that process.

**IV. Conference Requirements:**

Time of Year	Time Frame	Topics
Beginning of Year Conference	Sept-Nov 1	Self-assessment, set professional growth goal and create plan, set student learning objectives, select time frame for observations (time frame for observations can be mutually changed)
Mid-Year Conference	Jan-March 15	Discuss professional growth plan, revisit student learning objectives, receive feedback on performance
End of Year Conference	May-June 1 (two weeks prior to end of school year)	Discuss professional growth plan, receive feedback on performance for entire year, final evaluation rating assigned

**V. Observations:** No pre- or post-conferences will be held for observations. No observation will be conducted on the Friday before or the Monday following a holiday/vacation period, unless mutually agreeable. No teacher will be observed for evaluation purposes except by a District approved evaluator who is trained in the RIDE evaluation system.

Type	Notification	Length	Time Frame	Feedback	Documentation
Two unannounced observations	A general time range will be given to teachers by the evaluator (e.g., announcement that short observations will take place during the month of March)	20 minutes	Can be during first or second half of the year. Time of year selected during the beginning of year conference.  Must be done prior to 30 days before school year ends.	Within 2-3 days	EPSS System; notes taken will be in line with the Teacher Professional Practice Rubric and the Teacher Professional Foundations Rubric
Announced	Time of observation scheduled by teacher	At least 20 minutes; may be up to one full class period. Teacher to determine need and discuss with evaluator	Can be during first or second half of the year. Time of year selected during the beginning of year conference.  Must be done prior to 30 days before school year ends.	Within 2-3 days	EPSS System; notes taken will be in line with the Teacher Professional Practice Rubric and the Teacher Professional Foundations Rubric

**VI. Evaluators:**

<b>Level</b>	<b>Primary Evaluator</b> (responsible for overall evaluation process including final rating)	<b>Complementary Evaluator</b> (responsible for assisting primary evaluator by conducting <b>short</b> observations, collecting additional evidence, providing additional feedback.)
High School	Principal or Assistant Principal (Superintendent or Assistant Superintendent may be requested by the teacher.)	Special Education Director, Department chair (only one short observation per teacher per year), Superintendent, Assistant Superintendent
Middle School	Principal or Assistant Principal (Superintendent or Assistant Superintendent may be requested by the teacher.)	Special Education Director, Superintendent, Assistant Superintendent
Elementary	Principal (Superintendent or Assistant Superintendent may be requested by the teacher.)	Special Education Director, Assistant Special Education Director, Superintendent, Assistant Superintendent

**VII. Support and Development:**

1. Professional Development: The district will make available necessary and meaningful supports (e.g. professional development, mentoring, observation of other teachers, visitation days, continuation of existing structures, etc.) for all teachers in need of assistance. Appropriate professional development will be developed following any negotiated changes to the evaluation model. Complementary Evaluators shall receive appropriate training prior to engaging in evaluation-related activities.
2. Any teacher in jeopardy of receiving less than an effective evaluation rating in the area of professional practice shall be notified no later than the mid-year conference.
3. Those educators who receive a developing or ineffective rating shall not be placed on a performance improvement plan until said plan is discussed and approved by the STA and the teacher. It is understood that said improvement plan may include providing a lesson plan for review by the primary evaluator. The form of the lesson plan is to be determined by the individual teacher.
4. Those educators who receive a final effectiveness rating of ineffective for two or more consecutive years shall not be dismissed except as provided under Title 16, Chapter 13, General Laws of Rhode Island as amended.

### **VIII. Input and Committees:**

- The district/STA RIDE Evaluation Implementation Committee will continue to meet as needed
- The Evaluation committee will provide recommendations regarding trainings, professional development, goal writing, rubric clarification, communication planning, observation feedback, appeal process, etc.

### **IX. Appeal Process:**

1. An appeal committee will be developed. This committee will be comprised of :
  - a. A member of the administrative team (assigned from a rotating list by the Superintendent or Assistant Superintendent)
  - b. A faculty member (selected by the Teacher)
  - c. The third member shall be selected from a rotating list of educators, mutually agreed upon by the STA President and Superintendent, and trained in the RIDE evaluation system.
2. The appeal committee will meet with the evaluator and the person being evaluated to provide assistance in the area that they do not agree upon. These areas could include, but are not limited to, goals, evidence, and/or rubric scores. Necessary forms, guidelines, and standards will be mutually developed to create a fair, effective and streamlined process.
3. All appeals shall be submitted to the appeal committee via the Office of the Superintendent within five (5) school days of receipt of the related document by the teacher. The appeal committee shall hear the appeal within five (5) days of receipt of the appeal. The appeal committee shall respond in writing within five (5) days of the hearing.
4. Nothing herein shall limit the right of any teacher to file a grievance concerning his/her evaluation.



### ATTACHMENT THREE

#### **Senior Project Coordinator**

**(Senior Project Coordinator may also apply for a Senior Project Seminar Leader position)**

**Compensation:** 40% less teaching responsibility if a full time teacher **OR**  
40% increase in teaching position if a part time teacher **AND**  
Two less duties **AND** common planning time for 36 weeks

#### **Responsibilities:**

- Update and revise as necessary Senior Project documents and Senior Project handbook (timelines, research paper and field work topic selection process; letter to parents and community mentor, etc.)
- Distribute Senior Project Handbook
- Conduct orientation meetings with grade eleven students in early spring of Junior year
- Conduct orientation meeting with parents of Juniors and Sophomores “getting ready for college night” in early spring
- Conduct weekly common planning time (after school one hour per week at curriculum rate) with Senior Project Seminar Leaders
- In concert with Senior Project Seminar Leaders update as necessary for Senior Project Seminar classes
- Monitor student adherence to meeting all Senior Project timetables and submitting documents outlined in the Senior Project Handbook
- Assess final papers of research paper component with Senior Seminar Leaders, this includes progress reports for all Seniors and report cards
- Maintain ongoing communication with parents about Senior Project issues and conduct after school meetings as necessary
- Hold Senior Project Department Night (duty)
- Update as necessary specific rubrics for assessing components
- Recruit volunteers for judging panels for project presentations and facilitate training in using rubrics
- Schedule project panel presentations which includes composing a timetable for student presentations of projects and the scheduling of rooms and needed materials
- Approve student project proposals. Report to principal on regular basis. Attend Senior Project Network Meeting when appropriate
- A teaching leaving a full time teaching position to assume 40% less teaching will be allowed to return to a full time teaching position should the position of Senior Project Coordinator be eliminated in the future
- A teacher leaving a part time teaching position to increase 40% will be allowed to return to a part time position should the position of Senior Project Coordinator be eliminated in the future.
- Stay current on all RIDE Senior Exhibition Requirements

**ATTACHMENT FOUR**  
**Senior Project Seminar Leader**

**Compensation:** Hourly rate as determined by contract, common planning time for 36 weeks at current rate and summer professional development not to exceed 18 hours at current rate.

**Responsibilities:**

- Work with Senior Project Coordinator to update and revise Senior Project Seminar Curriculum when necessary
- Conduct Senior Project Seminar class one a week (one hour) during Period 8
- Implement Senior Project Seminar Curriculum
- Assess all written components of project/complete report cards and progress reports
- Assist students with research paper protocols
- Conduct mock oral presentations
- Assist students with Senior Project timelines
- Participate in summer professional development
- Participate in weekly after school common planning time (one hour a week at curriculum rate)
- Advise/guide students on Senior Project development protocols
- Conduct discussions to problem solve Senior Project issues and protocols
- Participate and assist at Senior Project Presentation night
- Participate in the assessment of all Senior Project Requirements

**ATTACHMENT FIVE**  
**RTI Coordinator**

**Compensation:**       \$2,000 (Pending approval of grant funding)

**Responsibilities:**

- Managing web-based screening and intervention program(s)
- Chair RTI team, including coordination of meetings, agenda building, and meeting minutes
- Coordinate screening, intervention, and progress monitoring activities in conjunction with administration
- Coordinate Tier 3 intervention schedules with Guidance staff
- Coordinate Tier 3 referral process for special education as needed
- Familiarize faculty with RTI process and protocol
- Other duties as assigned by the building principal

**Qualifications:**

- Experience working with RTI teams preferred.
- Deep understanding of RTI process

**ATTACHMENT SIX**  
**NECAP Intervention Teacher—Mathematics**

**Compensation:** .05 (one teaching period per week)

**Responsibilities:**

- Teach, monitor and assess students that scored substantially below proficient in Mathematics on the NECAP assessment
- Coordinate progress plan development with administration and guidance

**Qualifications:**

- Must be mathematics certified
- Highly qualified status needed

**ATTACHMENT SEVEN**  
**NECAP Intervention Teacher—Special Education**

**Compensation:** .05 (one teaching period per week)

**Responsibilities:**

- Teach, monitor and assess students that scored substantially below proficient in Reading and/or Mathematics on the NECAP assessment
- Coordinate progress plan development with administration and guidance

**Qualifications:**

- Must be Special Education certified
- Highly qualified status needed