

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE

SCITUATE  
SCHOOL COMMITTEE

AND THE

SCITUATE  
TEACHERS' ASSOCIATION

**September 1, 2019 – August 31, 2022**

## **PREAMBLE**

This Collective Bargaining Agreement (“Agreement” or “CBA”) executed as provided herein, with an effective date of September 1, 2019, 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 SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof is inconsistent with law, then the provisions of law shall prevail and be binding upon the parties; other sections and applications of the Agreement will continue in full force and effect.

## **ARTICLE III 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. The Scituate School Department will pursue affirmative action to fulfill its commitment to equal employment opportunity.
  
- B. The Scituate School Department’s non-discrimination statement is as follows:  
The Scituate School Department does not discriminate on the basis of age, sex, sexual orientation, marital status, race, religion, national origin, color, creed, political affiliation or disability in any of its educational programs and activities, and in employment and application for employment, as required by Title IX of the Education Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI and VII of the Civil Rights Act of 1965, the Age Discrimination Act of 1975, and other federal and state laws that prohibit discrimination. The following person has been designated to handle inquiries regarding the non-discrimination policies: Equal Employment Officer, P.O. Box 188, North Scituate, Rhode Island 02857, Telephone: (401) 647-4100; Email: EEO@ScituateSchoolsRI.net. You may also direct inquiries directly to: Office for Civil Rights (Boston Office), U.S. Department of Education, 8<sup>th</sup> Floor, 5 Post Office Square, Boston, MA 02109-3921, Telephone: (617) 289-0111; Facsimile: (617) 289-0150; Email: OCR.Boston@ed.gov. If you require an accommodation to attend a meeting or program at a school, call the Equal Employment Officer at least two business days in advance of the meeting or program.
  
- C. Newly appointed teachers will receive, before entering upon his/her duties:
  - 1. written notification of his/her appointment;  
a copy of the CBA between the Committee and the Association.

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

- D. 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.
- E. To the extent possible, negotiation meetings will not be held during the instructional day. 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.
- F. 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.
- G. 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.
- H. 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. Parents or guardians of all secondary pupils should be notified via PowerSchool 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. Secondary teachers will update PowerSchool (or online gradebook) at least biweekly.
  - 2. A final report will be issued on the last day of school in June.
- I. 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.

J. School nurses who teach classes in the Scituate School System must be certified as school-nurse teachers. School nurses who do not teach classes in the Scituate School System may be certified as Registered School Nurses.

K. 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 IV 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 V FUNDING PRIORITIES**

- A. The Committee recognizes that absent an exigent fiscal emergency impacting the municipality and triggering remedies pursuant to the Rhode Island Fiscal Stability Act, RIGL 45-9-1 *et seq.*, the Committee is required by law to ensure that all employee salary payments are made. Such salary payments are understood by the Committee to be important to its employees, including the Association membership, and are and will be treated as a priority.
- B. Following the Committee's legal obligation to make salary payments pursuant to law, the Committee will then ensure that each pupil in a classroom has instructional materials for his/her own use. Then, the Committee will allocate funds 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, and capital outlay portions of budgeted expenditures as the Committee deems appropriate.

- C. The Committee agrees that before a change in instructional materials or curriculum program is made, the Superintendent or his/her designee 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 implementations. Before a change is made in the secondary level, the department head, Superintendent or his/her designee, 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.
- D. Due to the contingency aspect of the availability of funds, the Committee will, with due regards to priorities as enumerated in Article V, Section A, provide sufficient teaching equipment and supplies as needed in the school system.

**ARTICLE VI**  
**MENTORING**

- A. The Scituate School Department will provide a 1-year mentoring program to support the developing proficiencies for new teachers.
- B. Each new hire will be provided a mentor.
  - 1. Mentees will keep a journal of their observations, meetings and feedback during the mentor program. The journal is for the mentee's reflection and will not be collected or reviewed by administration.
  - 2. Each mentee will be provided \$250 to be used for conferences/workshops or professional development resources to support the RI Beginning Teacher Standards.
  - 3. Mentors and mentees must meet at least ½ hour weekly, before or after school. Meetings should be documented in the mentee's journal. The mentor will not be paid to attend any/all meetings and trainings. All payments are included in the stipend listed in Appendix A, Part IV.
  - 4. Mentees must be relieved of duties, teaching or otherwise, to visit and observe 3 lessons.
  - 5. Mentors will be relieved of duties, teaching or otherwise, without loss of pay to allow them to observe the mentee's teaching. Mentors must observe 1 lesson each quarter (total of 4 lessons) of the mentee and provide feedback and suggestions.
  - 6. In no event shall mentor teachers have access to or participate in the evaluation of the mentee.
- C. A Mentor Program governance committee will meet three times per year to monitor the Mentor Program. Said committee will consist of one teacher from the primary level, one teacher from the secondary level, as well as a principal from the elementary and secondary levels. STA Committee members will receive the professional rate of pay for committee work.
- D. Any vacancy for a mentor position must be posted in accordance to Article IX.

- E. 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.
- F. All teachers who are mentors shall be entitled to the stipend set forth in Appendix A, Part IV. 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.

**ARTICLE VII**  
**PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. 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, and educator Professional Learning Units (PLUs).
- B. There shall be a professional development committee composed of one (1) primary level STA member from each elementary school, one (1) intermediate level STA member from each elementary school, two (2) STA members from the middle school, one (1) special educator from the middle school, two (2) STA members from the high school, one (1) special educator from the high school, and members of the Administration. 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 Committee shall review surveys, school based needs and initiatives, 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 professional development plan for the succeeding year
- C. The parties recognize that the role of the Professional Development Committee is advisory to the Superintendent.
- D. 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 Committee.

**ARTICLE VIII  
TEACHER EVALUATION**

A. 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. 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.

B. TEACHER EVALUATION PLAN

1. **Participants**: All non-tenured teacher will participate annually in the RIDE Educator Evaluation System as set forth below. Tenured teachers will participate in accordance with the cyclical process stated in Article VIII, Part B, number ten.
2. **Documentation**: Electronic and hard copy of all documentation and completed forms will be given to the teacher at the end of the year. No artifacts/evidence will be required to support the Teacher Professional Practice Rubric (100% observable). At the end of each year, final scores will be reported to RIDE. 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.
3. **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 on 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>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.

4. **Conference Requirements**:

<b>Time of Year</b>	<b>Time Frame</b>	<b>Topics</b>
Beginning of Year Conference	Sept 1-Nov 1	Self-assessment, set professional growth goal and create a plan, set student learning objectives, select time frame for observations (time frame for observations can be mutually changed)

Mid-Year Conference	January- 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 an entire year, final evaluation rating assigned

5. **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 guideline will be provided to all teachers being evaluated to the beginning of the year conference. See attached example.	At least 20 minutes; may be up to one full class period.	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 end of school year.	Within three to five school days	Notes taken will be in line with the Teacher Professional Practice Rubric: <u>Domain 2: The Classroom Environment</u> and <u>Domain 3: Instruction</u>
Announced	Time of observation mutually agreed upon by the teachers and evaluator.	At least 20 minutes; may be up to one full class period.	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 end of school year.	Within three to five school days	Notes taken will be in line with the Teacher Professional Practice Rubric: <u>Domain 2: The Classroom Environment</u> and <u>Domain 3: Instruction</u>

**Teacher Evaluation Schedule/Timeline Example:**

*This timeline is meant to be a guide. Timelines are an approximation.*

Teacher Model & Support Professional Model

- Beginning of Year Conferences—Early to mid-November

- Professional Growth Goal—Submitted by November 9<sup>th</sup>
- Student Learning Objectives/Student Outcome Objectives—submitted by November 9<sup>th</sup>
- First observation—November-December (unannounced)
- Middle of Year Conferences—February
- Second observation—January-February (announced)
- Third observation—March-April (unannounced)
- SLO/SOO data to be compiled by first week in June
- End of Year conferences—last two weeks of school

**6. Evaluators:**

Level	<b>Primary Evaluator</b> (responsible for overall evaluation process including final rating)	<b>Complementary Evaluator</b> (responsible for assisting primary evaluator by conducting short observations, collecting additional evidence, providing additional feedback)
High School	Principal or Assistant Principal*	Special Education Director, Superintendent
Middle School	Principal or Assistant Principal*	Special Education Director, Superintendent
Elementary School	Principal*	Special Education Director, Assistant Special Education Director, Superintendent

\*An alternate primary evaluator may be requested in writing and submitted to the District Evaluation Committee no later than the Friday of the third full week of school in September. The District Evaluation Committee will have ten school days to respond to the request.

**7. Support and Development:**

- 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.
- 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.
- 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.
- 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.

**8. Input and Committee:**

- The District Evaluation Committee will consist of one (1) primary level STA member from each elementary school, one (1) intermediate level STA member from each elementary

school, two (2) STA members from the middle school, two (2) STA members from the high school and members of the administration. The Superintendent and STA President, or their respective designees, shall serve as co-chairs of the committee.

- b. The District/STA RIDE Evaluation Implementation Committee will meet at least annually, additional meetings may be requested by either co-chair. Requests shall not be unreasonably denied.
- c. The Evaluation Committee will provide recommendations regarding training, professional development, goal writing, rubric clarification, communication planning, observation feedback, appeal process, etc.

**9. Appeal Process:**

- a. An appeal committee will be developed. This committee will be comprised of:
  - i. A member of the administrative team (assigned from a rotating list by the Superintendent)
  - ii. A faculty member (selected by the Teacher)
  - iii. 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
- b. 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.
- c. 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.
- d. Nothing herein shall limit the right of any teacher to file a grievance concerning his/her evaluation.

**10. Cyclical Process:**

Score	Cycle Example
4—Highly Effective	2018-2019—Evaluation 2019-2020 2020-2021 2021-2022 2022-2023—Evaluation
3—Effective	2018-2019—Evaluation 2019-2020 2020-2021 2021-2022—Evaluation
2—Developing	Yearly Evaluation
1—Ineffective	Yearly Evaluation
Non-Tenured	Yearly Evaluation

**REQUIREMENTS FOR TEACHERS IN THE NON-SUMMATIVE YEAR OF THE**

**CYCLICAL PROCESS:** Teachers not being evaluated because they are in the non-summative year of the cyclical process will participate in an annual meeting with administration to discuss goals.

- C. 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 Superintendent and the STA President. Any changes made to the system will be clearly detailed and posted in all buildings.

## **ARTICLE IX COMPLAINTS REGARDING TEACHERS**

- A. 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.
- B. 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 X 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 non-confidential or non-privileged 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 XI 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 via email.
- 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 Scituate School Department Voluntary Transfer Rubric – Teacher Promotion (for non-teaching positions) as set forth below.
- 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.

# Scituate School Department Voluntary Transfer Rubric

Teacher Promotion (for non-teaching positions)

Applicant's Name: \_\_\_\_\_

Date of Requested Transfer: \_\_\_\_\_

Category	Point system	Points Awarded	Comments
<b>Job Imbedded / Approved / Relevant External Professional Development (including committee work and graduate course work) During Prior Twelve Month Period (one unit equates to one hour) <i>*include appropriate documentation</i></b>			
41 or more hours	6 points		
36 - 40 hours	5 points		
31 - 35 hours	4 points		
26 - 30 hours	3 points		
21 - 25 hours	2 points		
16 - 20 hours	1 point		
<b>Advanced Degrees</b>			
Doctorate	6 points		
CAGS	5 points		
Masters + 30	4 points		
Masters + 15	3 points		
Masters	2 points		
Bachelors + 30	1 point		
National Board Certification	1 point		
<b>Final Effectiveness Rating (Points)</b>			
Highly Effective (360-400)	5 points		
Effective (295-359)	4 points		
<b>Years of Related Service During Previous 5 Year Period (NOTE: This category is to be omitted if any candidate's lack of related service is due to previous involuntary transfer.)</b>			
3 or more years experience in related area	5 points		
More than 0 but less than 3 years in related area	4 points		
Some experience in related area, but none in the last 5 years	3 points		
<b>Principal's Interview Ranking (NOTE: Points are assigned only to the Principal's 3 highest ranked candidates.)</b>			
Highest	3 points		
2nd Highest	2 points		
3rd Highest	1 point		
Total Points			

**Seniority among applicants (as determined by SSD and STA list) will be the determining factor if the point score is equal among candidates.**

Additional Comments: \_\_\_\_\_

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Building Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Central Office Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ARTICLE XII**  
**VOLUNTARY TRANSFERS AND ASSIGNMENTS**

- A. The Scituate School Department and Scituate Teachers' Association will inform each other of all known vacancies.
- B. Notice of all vacant positions will be posted internally in every school for ten (10) school days and externally, running concurrently. The posting shall be sent to all faculty via email as well. 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.
- C. Any teacher who may be interested in voluntarily transferring into another position in the district must complete the Scituate School Department Voluntary Transfer Rubric – Teacher Vacancy/Job Assignment set forth below, affix appropriate signatures to it and submit the form to the Superintendent or his/her designee 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.
    - a. Non-tenured teachers must receive permission from the Superintendent to be eligible for voluntary transfer. However, non-tenured teachers in part-time positions will not be prevented from applying to full-time positions that become available.
    - b. Teachers who are on a Performance Improvement Plan must receive permission from the superintendent to be eligible for voluntary transfer.
    - c. Teachers with a final effectiveness rating of "Ineffective" are not eligible for voluntary transfers.
  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 XII, 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 Volunteer Transfer Rubric attached hereto, 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.

# Scituate School Department Voluntary Transfer Rubric

## Teacher Vacancy / Job Assignment

Applicant's Name: \_\_\_\_\_  
 Date of Requested Transfer: \_\_\_\_\_

<u>Category</u>	<u>Point System</u>	<u>Points Awarded</u>	<u>Comments</u>
<b><u>Job Imbedded / Approved / Relevant External Professional Development (including committee work and graduate work) During Prior Twelve Month Period (one unit equates to one hour) *include appropriate documentation</u></b>			
41 or more hours	6 points	-	-
36 - 40 hours	5 points	-	-
31 - 35 hours	4 points	-	-
26 - 30 hours	3 points	-	-
21 - 25 hours	2 points	-	-
16 - 20 hours	1 point	-	-
<b><u>Advanced Degrees</u></b>			
Doctorate	6 points	-	-
CAGS	5 points	-	-
Masters + 30	4 points	-	-
Masters + 15	3 points	-	-
Masters	2 points	-	-
Bachelors + 30	1 point	-	-
National Board Certification	1 point	-	-
<b><u>Final Effectiveness Rating (Points)</u></b>			
Highly Effective (360-400)	5 points	-	-
Effective (295-359)	4 points	-	-
<b><u>Years of Related Service During Previous 5 Year Period (NOTES: (1) "Level" refers to Elementary/Middle/High. (2) Category is to be omitted if any candidate's lack of related service is due to previous involuntary transfer.)</u></b>			
3 or more years' experience at same level	5 points	-	-
More than 0 but less than 3 years at same level	4 points	-	-
Some experience at same level, but none in the last 5 years	3 points	-	-
<b><u>Seniority Among Applicants (as determined by current SSD and STA list)</u></b>			
Highest	5 points	-	-
2nd Highest	4 points	-	-
3rd Highest	3 points	-	-
4th Highest	2 points	-	-
5th Highest	1 point	-	-
Total Points	-	-	-

**Seniority among applicants (as determined by SSD and STA list) will be the determining factor if the point score is on candidates.**

Additional Comments: \_\_\_\_\_

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Building Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Central Office Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ARTICLE XIII**  
**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 XVI**  
**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 two weeks prior to the end of school.
- B. No teacher will be assigned to an area or field other than that in which he/she holds state certification. However, in accordance with the RI State certification regulations that went into effect June 1, 2019, a certified teacher may be assigned to a maximum of 20 percent of his/her time in a teacher certificate area and/or at a grade level for which the educator does not hold a certificate. This flexibility requires a demonstration of competency and mutual consent between the school department, the STA, and the individual teacher before he/she can be assigned out of the certification area. This ensures that teachers are not forced into an assignment without demonstrating that they are qualified to do so. Moreover, the Scituate School Department must notify the Scituate Teachers' Association and submit waiver requests to RIDE in order to take advantage of this flexibility.

- 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 XV  
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 a program of Para-Professional utilization in both elementary and secondary schools. This program will be under the direction of the Superintendent.

**ARTICLE XVI  
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 designated workspace for each department in every secondary building.

**ARTICLE XVII  
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 WORKDAY

1. Elementary Teachers will be in their respective buildings and in their respective classrooms at least ten (10) minutes before the specified time for beginning of the students' school day and will remain in their respective buildings 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.
2. Secondary Teachers will be in their respective buildings and in their respective classrooms at least ten (10) minutes before the specified time for beginning of the students' school day and will remain in their respective buildings at least twelve (12) 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 teachers' workday 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/her designee. Teachers who have received permission from the Principal or his/her designee to leave the building during unassigned period(s) shall be in attendance for the start/end of the school day as required by contract unless said teacher has received permission from the Principal or his/her designee. Teachers requesting such permission will provide advance notice and subsequent written documentation of the necessity of the absence.
7. When an itinerant 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 contact the system provider used by the District for substitute coverage purposes by 6:00 a.m. so that every effort can be made to obtain a substitute teacher for any absent teacher.  
If it should become necessary for a regularly assigned teacher to cover an extra class during a regular unassigned period for the teacher, he/she will be compensated for such activity at the rate \$40.00 per hour.

In the elementary schools, unless the teacher of special subjects does makes arrangements with the principal to take the class at another convenient time, the classroom teacher will receive the proportional part of \$40.00 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 yearlong 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. With the exception of A below, 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 during the Summer, when required. The Professional Rate of pay shall be \$50 per hour.

- A. Specific to Project Lead the Way: Teachers will be compensated upon receiving a certification for a course. Teachers shall receive One Thousand Five Hundred Dollars (\$1,500.00) per course certification for each of three (3) consecutive years upon receiving the certification, provided that said teacher remains employed by the District during the three (3) year period.

## 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) professional day, 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;
  - c. three (3) 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.
  - e. Notwithstanding any subsection above, the Superintendent reserves the right to request faculty attendance at meetings called for an emergent purpose, including, but not limited to Crisis Response meetings; meetings dealing with student safety and security; or other crisis-related meetings.
4. Teacher participation in extra-curricular activity will be voluntary.
5. Secondary teachers will not be required to teach more than two (2) subject matter areas.
6. Under the present teaching schedule (a six period day), all secondary school teachers will have no less than six (6) unassigned periods per week in addition to their daily lunch period.
7.
  - a. All elementary teachers will have in addition to their daily 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.

- b. Prior to the end of the school year, the Principal will develop a rough draft schedule for the specialist's days and times.

8.

- a. On average, over the year, no secondary teacher will be assigned more than twenty (20) instructional periods per week, except as provided in Section 10 and 11 of this Article XVII, Section A. On average, over the year, secondary teachers will be assigned no more than four (4) non-instructional supervisory periods/CPT per week. Each secondary teachers shall be guaranteed six (6) unassigned periods per week.

- b. Department Chairpersons will follow the following chart:

Periods	Guidance Director, Special Education Department Chairperson, and Departments that have state assessments (currently English, Math, and Science)	Departments that have 4 or more full-time equivalent teachers (including department chairperson) but do not have state assessments (Currently Social Studies, PE/Health, and World Languages	Departments that have more than 2 but less than 4 full-time equivalent teachers (including department chairperson) and do not have state assessments (Currently Art and Music)	Departments that have 2 or less full-time equivalent teachers (including department chairperson) and do not have state assessments (Currently Family and Consumer Science)
Teaching	16	16	20	20
Unassigned	6	6	6	6
Department Chair Work	8	5	2	1
Teacher Non-instructional supervisory	0	3	2	3
Stipend	\$3,000	\$2,750	\$2,500	\$1,750

During the first week of school, Department Chairpersons will designate each of their non-teaching periods as either unassigned, departmental, or non-instructional supervisory, in the designated proportion, and submit that list to the Principal. Department Chairpersons may adjust this designation during a given week with the Principal's approval.

- c. The President of the Scituate Teachers' Association will not be required to perform duties beyond his or her regular teaching assignment.
- d. Guidance Department. 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 ensure maximum counseling availability, guidance personnel will be assigned 24 counseling hours. 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. In the event that a guidance counselor is required to work during summer vacation, he/she will be compensated at his/her daily rate for each day worked, provided that he/she obtained the advance permission of the Guidance Department Chair and the Principal. The Guidance Department Chair may work up to eight (8) days during summer vacation and will be compensated at his/her daily rate for each day worked.

9. During an unassigned period, a teacher has discretion to do whatever work he/she deems necessary to fulfill his/her professional duties and responsibilities. However, on occasion on reasonable notice, teachers may be required, with compensation, to meet with staff or parents during an unassigned period.
  
10. The 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 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 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 two weeks before the end of the school year 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 workday set forth above.

#### D. MIDDLE SCHOOL.

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

1. Common Planning Time (“CPT”) for middle school teachers in lieu of duties is three (3) periods per weeks. CPT may 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.
  
2. 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.

3. All middle school teachers on a team must attend CPT) sessions for their entirety. CPT shall not be considered additional personal planning or preparation time for individual teachers. Team leaders will keep a log of what occurs during CPT. Agendas should be developed for each meeting and minutes or logs should reflect those present, matters discussed, and actions taken by the team. Agenda items could be placed at the request of the Principal. The middle school teams shall provide the Superintendent or his/her designee with copies of the meeting minutes and agendas.
4. Changes in team assignments will only be made by administration based on educationally sound principles.
5. Middle School leadership positions as outline below include Content Coordinator and Team Leader. Content Coordinators shall be compensated \$3000 per year. Team Leaders shall be compensated \$2500 per year.
  - a. Teachers who serve in Middle School leadership positions will be assigned three weekly non-instructional supervisory periods during the school year. These periods will include regular team common planning time. Content Coordinators and Team Leaders will not have a reduction in teaching load except as noted above.
  - b. 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.
  - c. 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.
  - d. Middle School Content Coordinators will be responsible for their respective departments in grades 6-8 only.

**ARTICLE XVIII  
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 provided for 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 provide for 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 up to three (3) additional pupils beyond the maximum and compensate the Teacher in accordance with paragraph 8 below. If class size exceeds twenty-two (22) students, a full-time paraprofessional will be assigned to the class.
5. Grades 1-2 class size may not be any higher than twenty-three (23) students. Provided, however, the Committee may add up to two (2) additional students and shall compensate the Teacher in accordance with paragraph 8 below. If class-size exceeds twenty-three (23) students, a full-time paraprofessional will be assigned to the class.
6. Grades 3-5 class size may not be any higher than twenty-five (25). Provided, however, the Committee may add up to two (2) additional students and shall 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 up to two (2) additional students and shall 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 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.
  - 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.

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

1. “Pupil requiring special services” is defined as any pupil who has an individualized education

plan (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. Whenever possible, 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 50% requiring special services. A co-taught class is defined as a class to which both a regular education teacher and a special education teacher are assigned at all times. 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 for 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 such other association members at the discretion of the President. Such meeting, if necessary, will take place no later than June 1 for the upcoming school year.
- C. Teachers and administrators will meet prior to two (2) weeks before the end of the school year 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.

## **ARTICLE XIX 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 the Principal upon receipt of a written complaint from the Teacher. Such action shall be determined by the Principal. When possible, the Principal 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, upon receipt of a written complaint from the Teacher to the Principal. 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.
- F. Reasonable attempts will be made to cover all secondary lunch duties with an administrator or his/her designee, in addition to at least 3 assigned teachers.

**ARTICLE XX**  
**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 XXI**  
**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 20% \*

Year 2 20% \*

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.
- G. The Committee shall provide a \$3,500 buyback for any employee who opts to not take the health insurance because the employee is covered by another health insurance policy. Payment, in equal amounts, will be made in January and June.

**ARTICLE XXII  
ABSENCES AND LEAVES**

A.

1. a. All teachers issued an annual contract may be absent for short-term illnesses cumulative to ten (10) days.
  
1. b. 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 teacher 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 three (3) personal days of absence each school year with no reason provided without loss of pay. Said absences will not be charged to sick leave.

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.

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.
3. **Paternity/Partner Leave.** A teacher whose spouse or partner has given birth or adopted a child under the age of sixteen (16) years will be entitled to ten (10) paid paternity/partner leave days, which will not be counted against the sick leave fund.

4. **Adoption Leave.** A teacher who has adopted a child under the age of sixteen (16) years will be entitled to ten (10) paid adoption leave days, which will not be counted against the sick leave fund.

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 A, 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 XXIII**

#### **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 paycheck 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 for leave under Active Duty Military Leave will not qualify for Military Service Credit for the same period of leave.

- E. Longevity Credit will be accorded for any teacher who has served in the Scituate School System as follows:

Longevity	Year 1	Year 2	Year 3
15 Years	\$1484	\$1484	\$1484
20 Years	\$1701	\$1701	\$1701
25 Years	\$2293	\$2293	\$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.

**ARTICLE XXIV**  
**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 right 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 expand resources of the Association for a person or group who is not a member of the Association.

**ARTICLE XXV  
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' mailboxes. 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 XXVI  
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 XXVII  
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 XXVIII**  
**PART-TIME TEACHERS**  
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.
- D. Teachers 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.
- E. Full time teachers reduced involuntarily to part-time status will receive fully paid advanced degree stipend.
- F. If a teacher elects a part-time position from a full-time position, they must revert to controls of the part-time agreement.
- G. All new part-time hires are subject to the Part-Time Agreement.
- H. 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 XXIX**  
**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, 2019 and will continue and remain in full force and effect until August 31, 2022. 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, 2022 (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 September, 2019.

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SCITUATE SCHOOL COMMITTEE CHAIRPERSON

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SCITUATE TEACHERS' ASSOCIATION PRESIDENT

**APPENDIX A  
SALARIES**

I. The Parties agree to the following salary schedule:

Year 1: This table reflects a 1.75% increase

Step	Base Pay
1	44,721
2	47,617
3	50,664
4	53,897
5	57,298
6	60,837
7	64,233
8	68,206
9	72,661
10	81,431

Year 2: 2% increase

Year 3: 2.25% increase

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

II. Advanced Study Increments

	Year 1	Year 2	Year 3
Bachelors Degree +30	2060	2060	2060
Masters Degree	3190	3190	3190
Masters Degree +15	4002	4002	4002
Masters Degree + 30	4437	4437	4437
CAGS	4749	4749	4749
Doctorate	5618	5618	5618
National Board	2500	2500	2500

III. Longevity Credit

Longevity	Year 1	Year 2	Year 3
15 Years	1484	1484	1484
20 Years	1701	1701	1701
25 Years	2293	2293	2293

IV. Mentor Stipends: 600

V. 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.

In the alternative, the Committee reserves the right to propose an Early Retirement Incentive (“ERI”) program, in consultation with the STA, to provide an option for STA members who are interested and who are eligible. [DETAILS TO BE FURTHER DEVELOPED.]