

# **CONTRACT**

**between the**

**WESTERLY SCHOOL COMMITTEE**

**and the**

**WESTERLY TEACHERS' ASSOCIATION**

**NEARI/NEA**

**September 1, 2022 – August 31, 2025**

## TABLE OF CONTENTS

<b>Preamble</b>		<b>3</b>
<b>Article 1</b>	<b>Recognition</b>	<b>3</b>
<b>Article 2</b>	<b>Philosophy</b>	<b>3</b>
<b>Article 3</b>	<b>Principles</b>	<b>4</b>
<b>Article 4</b>	<b>Legal Responsibility and Management Rights</b>	<b>6</b>
<b>Article 5</b>	<b>Hours and Preparations</b>	<b>6</b>
<b>Article 6</b>	<b>Class Size</b>	<b>10</b>
<b>Article 7</b>	<b>Filling Vacancies</b>	<b>11</b>
<b>Article 8</b>	<b>Involuntary Transfers and Reassignments</b>	<b>13</b>
<b>Article 9</b>	<b>Promotions</b>	<b>13</b>
<b>Article 10</b>	<b>Teacher Facilities</b>	<b>14</b>
<b>Article 11</b>	<b>Non-Teaching Duties</b>	<b>14</b>
<b>Article 12</b>	<b>Class Coverage</b>	<b>15</b>
<b>Article 13</b>	<b>Teacher Files and Discipline</b>	<b>15</b>
<b>Article 14</b>	<b>General</b>	<b>16</b>
<b>Article 15</b>	<b>Teacher Evaluation</b>	<b>17</b>
<b>Article 16</b>	<b>Grievance Procedure</b>	<b>18</b>
<b>Article 17</b>	<b>Fringe Benefits</b>	<b>22</b>
<b>Article 18</b>	<b>Time Off</b>	<b>24</b>
<b>Article 19</b>	<b>Early Retirement</b>	<b>32</b>
<b>Article 20</b>	<b>Availability of Contract</b>	<b>33</b>
<b>Article 21</b>	<b>Salary Scale</b>	<b>33</b>
<b>Article 22</b>	<b>Master's Degree</b>	<b>33</b>
<b>Article 23</b>	<b>Advanced Graduate Study Scale</b>	<b>33</b>
<b>Article 24</b>	<b>Doctoral Scale</b>	<b>34</b>
<b>Article 25</b>	<b>Subject Area Courses</b>	<b>34</b>
<b>Article 26</b>	<b>Teacher in Charge</b>	<b>34</b>
<b>Article 27</b>	<b>Placement on Salary Scale</b>	<b>35</b>
<b>Article 28</b>	<b>Assault or Injury</b>	<b>35</b>
<b>Article 29</b>	<b>Reimbursement</b>	<b>36</b>
<b>Article 30</b>	<b>Compensation for Inter-school Travel Expenses</b>	<b>36</b>
<b>Article 31</b>	<b>Educator Leadership Positions</b>	<b>36</b>
<b>Article 32</b>	<b>Staff Development and Curriculum Committees</b>	<b>38</b>
<b>Article 33</b>	<b>Union Officers</b>	<b>39</b>
<b>Article 34</b>	<b>School Organization</b>	<b>40</b>
<b>Article 35</b>	<b>Alteration of Agreement</b>	<b>40</b>
<b>Letter of Understanding</b>	<b>Staffing</b>	<b>42</b>
<b>Appendix A</b>	<b>Salary Schedules</b>	<b>43</b>

## **PREAMBLE**

The Westerly School Committee (hereinafter referred to as the Committee) and the Westerly Teachers' Association (hereinafter referred to as the Association) have negotiated the following collective bargaining agreement (hereinafter referred to as the Contract) pursuant to Title 28, Chapter 9.3 of the Rhode Island General Laws.

This contract shall be effective as of September 1, 2022, and shall remain in full force and effect and shall bind and ensure to the benefit of the parties hereto and the successors to and including August 31, 2025.

## **ARTICLE 1 RECOGNITION**

The Committee hereby recognizes the Association as the sole and exclusive negotiating and bargaining agent for all certified public school teachers (hereinafter referred to as Teachers) in Westerly Public Schools (hereinafter referred to as the District), as provided by Title 28, Chapter 9.3-7 of the Rhode Island General Laws.

## **ARTICLE 2 PHILOSOPHY**

The Committee and the Association firmly believe that the primary function of the Committee and its professional staff is to ensure each student attending Westerly Public Schools receives the highest level of educational opportunities obtainable. The Committee and the Association recognize that teaching is a profession.

The Committee and the Association believe that the objectives of the educational program are realized to the highest degree when communications exist with mutual understanding and cooperation between the Committee and its professional staff.

It is the shared goal of the School Committee and the Association to achieve excellence in teaching, student achievement, community involvement and general operations throughout the school district.

It is the conviction of the School Committee that the only way in which that goal may be achieved is through pooling the talent and wisdom of all of employees of the District. Therefore, it shall be the policy of the District that programs of employee involvement and participation in problem solving and decision making processes shall be encouraged.

Therefore, all members of the educational community shall be expected to create and maintain a work environment that encourages employee participation, enhances communications within the District and promotes the general welfare of students and the morale of staff. All employees are called upon to work cooperatively and openly to maintain a network of communications which results in a shared pride in shared work, and achievement of our common goal of excellence.

To that end, the Committee and the Association agree to maintain the school based management approach for decision making for the operation of the District by establishing, consistent with Rhode Island General Law 16-53.1-2, a School Improvement Team. It is the conviction of the Committee that the only way in which that goal may be achieved is through pooling the talent and wisdom of all of the employees of the District. Therefore, it shall be the policy of the District that programs of employee involvement and participation in problem solving and decision making processes shall be encouraged. Specifically, excellence in management shall be understood to be that management which:

1. encourages participation and creativity among staff;
2. builds commitment to shared goals;
3. structures employee involvement so employees are routinely involved in decisions which affect them;
4. sets a high priority on advocating for ideas generated by subordinates;
5. develops a strong sense of trust and collegiality among all staff in the pursuit of the goal of excellence.

The Superintendent and Association President will meet at least once each month to discuss the issues of concern to the Association and Administration. The Superintendent and Principals will comply with any reasonable request from the Association for information regarding a proposed or implemented site based decision making program.

Therefore, all members of the educational community shall be expected to create and maintain a work environment that encourages employee participation, enhances communications within the District and promotes the general welfare of students and the morale of staff. All employees are called upon to work cooperatively and openly to maintain a network of communications which results in a shared pride in shared work, and achievement of our common goal of excellence.

### **ARTICLE 3 PRINCIPLES**

#### **1. Professional Teaching Personnel**

It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the District depends upon the maximum utilization of their abilities.

## **2. Right To Join or Not Join**

It is further recognized that teachers have the right to join, or not join, the Association, but membership shall not be prerequisite for employment or continuation of employment of any teacher.

## **3. Rights of All Individuals**

The legal rights of all individuals inherent in the Rhode Island General Laws and in the rulings and regulations of the Board of Regents and/or the Rhode Island Department of Education (RIDE) affecting certificated staff are in no way abridged by this Contract.

## **4. Association Dues**

The Committee, through the Superintendent or his/her designee, agrees to deduct from the salaries and wages of Association members ("Association Members" or "Members") dues that are to be paid to the Westerly Teachers' Association, provided that each Association Member provides to the Superintendent a signed and written document authorizing the Committee to make such deductions. A copy of each written authorization shall be maintained in the payroll file of each Member.

The Committee recognizes that the Association may from time to time change the dues amounts to be paid by Members in accordance with law and the Association's Constitution and By-Laws. If the Association makes such a change, it shall notify the Committee in writing thirty (30) days prior to implementation by the Committee through deductions from Members' salaries and/or wages. In all instances, the dues to be paid by Association Members shall be remitted to the treasurer of the Association.

The Committee shall promptly discontinue the dues deductions of any Association Member if notified by the Association or the Member in writing of this request. In the event the Committee receives such notification directly from the Member, it shall also refer the Member to the Association.

The Association is fully responsible for any claim by an Association Member regarding withholding or collection of Association dues. The Association shall indemnify, defend, and hold harmless the Committee and any and all agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise), for any and all costs, including legal costs, that may arise out of or by reason of action taken or not taken by the Committee in complying with the provisions of this Article. If an improper deduction or failure to make such deduction occurs, the Association shall deal directly with its Member to make whatever refund or deduction the Member and Association deem just.

The Committee shall give written notice to the Treasurer and President of the Association of all new employees within the bargaining unit who become eligible for membership in the local. In addition, the Committee shall provide a list of Members to the Association's

state organization, the National Education Association of Rhode Island, at the start of each school year, no later than October 10th.

#### **ARTICLE 4**

#### **LEGAL RESPONSIBILITY AND MANAGEMENT RIGHTS**

The Association recognizes that the Committee has the responsibility and authority to manage, direct and supervise all of the operations and activities of the school district granted by applicable federal and Rhode Island state law, including but not limited to R.I. Gen. Laws §16-2-9 and §16-2-11, except to the extent that the exercise of such power is lawfully limited, modified or amended by any provision in this agreement. The Committee has the right to layoff, transfer, assign, and terminate for just cause, except as limited by the provisions of this Agreement..

Subject to and in accordance with the School Teachers' Arbitration Act, the School Committee hereby recognizes the Association as the exclusive representative of all certified professional employees (other than temporary substitutes) of the Westerly Public Schools, below the rank of assistant principal. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers." The Association agrees to represent equally all teachers without regard to membership or participation in the Association.

Neither the Committee nor the Association shall unlawfully discriminate against any employee in the bargaining unit because of such employee's race, color, creed, national or ethnic origin, gender, genetic information, religion, disability, age, sexual orientation, gender identity or expression, marital status, citizenship status, or status as a special disabled veteran, Vietnam Era veteran, or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, except in those special circumstances permitted or mandated by law. The Committee and the Association affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, mindful that the public interest is enhanced with full utilization of each employee's skill and ability without regard to the above-cited factors.

It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if such changes are agreed to in writing by the Association and the School Committee.

#### **ARTICLE 5**

#### **HOURS AND PREPARATIONS**

##### **1. Hours**

- A. The workday for all teachers shall be 6 hours and 55 minutes, which includes at least 15 minutes for before/after the student day, which building administrators shall schedule in the manner that most effectively ensures the safety and welfare of students during arrival and dismissal.

- B. The first session at the secondary level shall start not earlier than 7:15am and the last session at the elementary level shall end not later than 3:30pm. It is agreed that teachers will be in or about their classrooms to assist student supervision for the start of the student day and to admit students to the corridor and/or classrooms.
- C. There will be no more than five (5) scheduled teaching periods per school day for high school and middle school teachers:
- D. Teachers will have a duty-free lunch period of not less than twenty (20) minutes.
- E. When a teacher in a specialized area (i.e., Art, Music, and Physical Education) is in charge of an elementary teacher's class, the regular teacher may leave the classroom.
- F. Advisory periods shall be maintained at the secondary level to increase the level of personalization and support the academic growth of students. Administration shall provide teachers the materials necessary to implement the curriculum

**G. School Year**

- i. The length of the school year for teachers will be one hundred eighty-four (184) days. DB KF
- ii. The length of the school year for students will be one hundred eighty (180) days.
- iii. At the end of the first quarter of the school year students shall be released one (1) day to accommodate parent-teacher conferences during the normal school day. All other parent conferences shall be held at a time mutually agreed upon by the teacher and parent.

**H. Length of School Year for Specific Staff**

- i. School Nurse Teacher may be required to work beginning ten (10) days prior to the classroom teachers' work year with administration approval.
- ii. Certain special education teachers, depending on their students' individualized education program (IEP) shall be a maximum of two hundred thirty (230) days, unless otherwise specified in the IEP's.
- iii. Guidance Counselors may be required to work up to seven (7) days beyond the contractual work year with administration approval.
- iv. Teachers specified, herein, shall receive their per diem rate for each day worked in excess of one hundred eighty-four (184) days. DB KF

## **I. Meetings**

- i. Principals shall establish and distribute during the first week of school for teachers a schedule, which normally will be followed, for all mandatory meetings for that school year. There shall be an agenda for all meetings. Teachers will attend the following meetings:**
  - a. Orientation meeting – One (1) per year**
  - b. High school and middle school staff meetings – One (1) meeting per month, normally on the 3<sup>rd</sup> Thursday of each month, will be mandatory for all teachers. All other staff meetings will be voluntary**
  - c. Department meetings – One (1) per month, normally on the 1<sup>st</sup> Thursday of each month, will be mandatory for all teachers. Any other department meetings will be voluntary**
  - d. Elementary staff meetings – Up to two (2) per month, normally on the 1st and/or 3rd Thursday of each month, will be mandatory for all teachers**
  - e. All other staff meetings will be voluntary**
  - f. Normally, all staff meetings shall occur in the buildings wherein the staff is located**
  - g. An agenda will be distributed to all teachers involved in staff meetings at least forty-eight (48) hours in advance of such meetings**
    - I. Teachers are encouraged to present an agenda item to the building leader forty-eight (48) hours in advance. Said item will be added to the agenda, if possible. Agenda items offered by staff at least one (1) full week in advance of meeting will be added to the agenda.**
    - II. Provided that there is no need to use the space to serve students or the community, the Principal shall make available to the Association a location to convene a business meeting immediately after such staff meetings, or in the discretion of the Principal, prior to the staff meetings..**
    - III. Should any regular meeting schedule as outlined in this Section be changed during the course of the school year, teachers are not obligated to attend.**





In order to better service students and their parents, teachers in certain areas will be allowed with the approval of their Principal to flexibly schedule their workday. These areas include but are not limited to, social service providers, librarians, and computer teacher(s). In all instances of flexible scheduling, the length of the teacher's day shall be six (6) hours and forty (40) minutes.

4. The Committee and Association recognize that adjustments in the use of instructional time are significant variables in assisting students to meet higher standards. Further, the parties acknowledge the goals of creative use of instructional time during the regular school day and the availability of extended instructional time for students beyond the school day to significantly address the individual needs of the students. To achieve these goals, the Committee and Association shall explore alternative scheduling methodology, including a possible pilot program and the necessary training period for staff.

## **ARTICLE 6 CLASS SIZE**

### **1. Grades Pre-K-4**

The districtwide average ratio of students per certified classroom teacher, excluding specialists, and the maximum class size of students shall be as follows:

Pre-K	15 maximum (49% special education)
Kindergarten – Grade 1	20 students: 1 teacher, 23 maximum
Grades 2-4	23 students: 1 teacher, 25 maximum

### **2. Grades 5-8**

In grades 5-8 the maximum pupil load per teacher shall be one hundred ten (110) students. The parties acknowledge that reduction of this load to one hundred (100) is desirable and their mutual intention is to move to that number as soon as practicable.

A. Said standard shall be modified in non-academic areas as defined in Article 5 and where large group instruction is desirable for educational purposes.

B. In classes with work stations, the number of students assigned will not exceed the number of work stations available.

### **3. Grades 9-12**

In grades 9-12 the maximum pupil load per teacher shall be one hundred twenty (120) students. The parties acknowledge that reduction of this load to one hundred fifteen (115) is desirable and their mutual intention is to move to that number as soon as practicable.

A. Said standard shall be modified in non-academic areas as defined in Article 5 and where large group instruction is desirable for educational purposes.

- B. In classes with work stations, the number of students assigned will not exceed the number of work stations available.**
- C. The parties agree that, as a goal, no individual class shall exceed twenty-eight (28) students in Math, Social Studies, English, and Science classes.**

## **ARTICLE 7 FILLING VACANCIES**

- 1. A vacancy shall be defined as the availability of a position caused by a death, resignation, retirement, promotion, discharge, or the creation of a new position. When a part-time position is increased it shall be considered a vacancy and posted consistent with this Article.**
- 2. The Superintendent or Principal, as applicable under the law, shall be the final decisionmaker in filling all vacancies, and shall draw upon their professional judgment and expertise to select the most qualified and effective candidate to fill the particular position. The criteria to be considered to inform their judgment/expertise may include without limitation and in no particular order of importance the following indicators: education, professional development, training, experience, certification, demonstrated professional responsibility (to include without limitation information gleaned from evaluations and observations), previous employment record (to include without limitation information reflected in evaluation scores and disciplinary records) and the specific requirements of the position to be filled. If the Superintendent or Principal deem two or more candidates to be equally qualified, they shall select the candidate with the greatest seniority within the WPS, as set forth in Paragraph (7) below.**
- 3. Any challenge to a final decision of a Principal to fill a position with a particular candidate shall be to the Superintendent, and thereafter to the Committee; any challenge to a final decision of the Superintendent to fill a position with a particular candidate shall be to the Committee. To prevail in overturning the Principal or Superintendent's decision, the rejected candidate(s) must demonstrate that he/she was the most qualified and effective to fill the position. The decision of the Committee shall be final, except that the rejected candidate, if a member, may seek arbitration under Article 16 on procedural grounds only, which shall be reviewed solely to determine if the process was arbitrary and capricious.**
- 4. At some time prior to the close of the current school year, the District shall identify all vacancies to become available for the forthcoming school year and invite all teachers to apply, except that teachers who have received an ineffective or developing evaluation rating for the current or prior school year shall be ineligible. In addition, teachers who have been separated from employment as of the close of the prior school year for**

reasons unrelated to their performance or misconduct shall be invited to apply. Through a process to include input from relevant stakeholders (to include the School Improvement Team as required by law), the Superintendent or Principal shall assess each applicant and select the most qualified and effective applicant in accordance with Paragraph (2) and Committee Policy, provided however, the Superintendent or Principal may in the exercise of their professional judgment deem no applicant to be the most qualified or effective. In such instance, they may either invite outside candidates to apply or fill the position with a long-term substitute, whose employment shall end at the conclusion of the forthcoming school year.

5. Where the vacancy results from a leave-of-absence that is one-year in duration, the posting will indicate that the vacancy is temporary and that the position, if available, will be filled by the teacher on leave-of-absence upon their return.
6. When the vacancy arises during the school year, the Superintendent or Principal shall fill the position with a long-term substitute, whose employment shall end at the conclusion of the school year.
7. When the vacancy arises after the close of the school year and prior to the start of the next school year), the Superintendent and Principal shall invite all teachers to apply. In addition, teachers who have been separated from employment as of the close of the prior school year for reasons unrelated to their performance or misconduct shall be invited to apply. If no such teacher is available or seeks to fill the position, or if no teacher is deemed most qualified and effective to fill the vacancy, then the District shall post the position and invite external candidates to apply. The Superintendent and Principal shall fill the position in accordance with the Paragraph (2) above and Committee Policy.
8. Seniority shall be defined as the length of continuous service in Westerly Public Schools computed by the date of appointment to either a temporary (not to include Substitute Teaching) or permanent vacancy.
  - A. By November 1 of each year, the Superintendent or his/her designee shall post in each building and distribute copies to the Association President, a system wide seniority list.
  - B. Such list will contain the teachers' names, date of hire, years of seniority, and the teacher's position as elementary, secondary/middle school or specialist.
  - C. Individual teachers shall be solely responsible for the accuracy of their placement on the seniority list.

- D. Teachers who believe their placement on the seniority list is incorrect shall notify the Superintendent or his/her designee in writing (with a copy to the Association President) within ten (10) days of the posting of such list.
  - E. Placement on the seniority list will stand unless challenged by the teacher. If there is no resolution to the teacher's challenge, the teacher may grieve under the provisions of Article 16.
9. Layoff/nonrenewal/reduction in force is defined as any reduction in force based upon reasons other than misconduct or performance. All reductions shall be in inverse order of seniority within an affected area of certification.

## **ARTICLE 8**

### **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

The Superintendent may involuntarily transfer or reassign a teacher from one position to another only after other alternatives have been explored and only with the endorsement of the affected building Principal. When making an involuntary transfer or reassignment, the Superintendent shall invite volunteers with the appropriate certification in the affected subject area for consideration and shall implement such transfer in accordance with Article 7. Such transfers shall be kept to a minimum and shall be implemented if needed to serve the best interest of the students. The Superintendent's decision shall not be capricious or arbitrary. Prior to making a final decision, the Superintendent and affected building Principals shall give notice to and meet with teacher(s) to be affected, with representation by the Association if the teacher so elects, to review the preliminary decision and to afford the teacher an opportunity to be heard. At that meeting, the Superintendent and affected principals will consider, in good faith, suggestions by the teacher(s) and representative as to how the involuntary transfer can be avoided.

## **ARTICLE 9**

### **PROMOTIONS**

1. Promotional positions, which are set forth in Article 31, will be filled pursuant to the following procedures:
  - A. Such openings will be publicized, which will mean, at a minimum that when an opening exists, a notice will be posted on the District website, setting forth a description of, and the qualifications for, the position including the duties and salary. This notice will be posted ten (10) school days before the deadline for applying for the opening.
  - B. During summer vacation, teachers will be notified of openings in accordance with Article 7.

2. Promotional positions, which are set forth in Article 31, are defined as follows:

Positions requiring state certification and/or paying a salary differential over the basic teacher salary schedule. Stipends shall be in accordance with the Contract.

## **ARTICLE 10 TEACHER FACILITIES**

1. Each building will contain a room furnished to be used as a teachers' lounge and/or teachers' work area. In addition, the parties' goal shall be to provide each building's teachers' lounge and/or teachers' work area with a telephone, networked computer, and printer.
2. If available, a portion of the parking lot at each school will be reserved for teacher parking. Teachers will have priority over students in the assignment of parking areas.
3. Each building shall have a centrally located message box for each teacher.
4. The Committee agrees to maintain (i.e. to keep in a state of repair, to preserve from failure or decline) equipment.
5. Teachers shall be allowed to use email for Association and work related business.
6. The parties agree to an individual technical support teacher being assigned and housed in each school building to assist teachers with day to day technological issues. The technical support professionals will be selected from the bargaining unit. (See Article 31).

## **ARTICLE 11 NON-TEACHING DUTIES**

It is recognized that a teacher's primary responsibility is to teach and that his/her energies should be directed toward this end. The Committee agrees to continue the program of hiring auxiliary staff to take over non-teaching duties. The Association agrees to participate with Administration in a training program for these auxiliary staff. The teachers will be relieved of the following non-teaching duties but shall be encouraged to participate with and observe students in all settings:

1. Supervision of playground, cafeteria, bus duty, and early morning duty.
2. Collecting money from students for non-educational purposes.
3. Physical education teachers will continue to assist, as needed, School Nurse Teachers with vision screening.
4. Delivering books to classrooms and inventorying books except for the last day of school.

5. During the term of this contract, the Committee agrees not to increase non-teaching duties. When the need arises teachers may agree to perform non-teaching duties. Interested teachers shall place their name on a list at the beginning of the school year. Selection from the list will be on seniority basis, rotating through the list. Teachers will be compensated in accordance with Appendix A.

## **ARTICLE 12 CLASS COVERAGE**

1. In all instances of teacher absence, the District will strive to provide highly qualified substitutes. Teachers are to maintain a substitute folder inclusive of class lists, any seating charts (if assigned seating is in place), and work assignments and support materials.
2. In cases in which no substitute is available or a teacher leaves unexpectedly during the day and other substitute coverage is not available, the principal shall offer coverage duties to volunteers who shall be provided additional compensation for this coverage service. These volunteers must indicate their willingness to serve as "cover volunteers" by no later than the tenth day of the academic calendar. If no volunteers are available, the principal shall assign coverage duty on a rotating basis to all teachers that have not volunteered based on their availability during any non-teaching period. These coverage assignments will be equitably rotated and no teacher shall be allowed to refuse covering the assigned class. The rotation shall be without compensation until the teacher has served three times in a given school year, after which time the teacher shall be compensated for the class coverage.
3. Under extenuating circumstances, students may be dispersed to other classrooms at the same grade level (elementary and middle) due to a lack of a substitute teacher with pay.

## **ARTICLE 13 TEACHER FILES AND DISCIPLINE**

1. No material, except references, and information obtained in the process of evaluating the teacher for employment will be placed in the teacher's files unless the teacher has had an opportunity to read the material. The teacher will acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content. If a teacher refuses to return the signed copy, the Superintendent or his/her designee, after a two (2) week period, will place a copy in the teacher's file.
2. The teacher will have the right to answer any material filed and his/her answer will be reviewed and initialed by the Superintendent or his/her designee and attached to the file copy.

3. Upon presentation of a written request, a teacher and authorized representative of the Association shall be allowed without unreasonable delay to examine his/her file in the presence of the Superintendent or his/her designee.
4. No material concerning a teacher's participation in the Association, NEARI or NEA including a teacher's use of grievance procedure, will be placed in the teacher's file except that all reprimands, suspensions, or other disciplinary documents shall remain in the personnel file.
5. The teacher will be provided, without unreasonable delay a photocopy of any material in his/her file at his/her request, and at his/her expense not to exceed twenty-five (\$.25) cents per page.
6. In the event of a dismissal, non-renewal or suspension of a teacher, the Committee will notify the teacher of a hearing date within two weeks of the teacher's request of such hearing. The notification will indicate based on the teacher's election, whether the hearing shall be public or private. The hearings will be held before the Committee, as required under R.I. Gen. Laws § 16-13-4, as expeditiously as possible.

#### **ARTICLE 14 GENERAL**

1. The Committee will provide the Association with an advance copy of the agenda for each regularly scheduled monthly Committee meeting. The Committee also agrees to notify the Association of all other official meetings exclusive of executive session. Specific proposals of the Association may be included on the agenda of the Committee at the meeting following receipt of a written request outlining those proposals. The request must be submitted at least seven (7) days in advance of the meeting date.

#### **2. School Calendar**

When the Superintendent or his/her designee is preparing the school calendar for consideration by the Committee, he/she will invite the Association President or his/her designee to consult with him/her before the calendar is presented to the Committee for consideration. During the life of this Contract, the school calendar shall continue to provide a one (1) week April recess.

3. Under normal circumstances teachers will receive a copy of their subject assignments for the next school year by the close of school.
4. The staff of each school may elect a representative body free to consider anything affecting teachers.
5. The Committee and the Association believe that academic freedom is essential to the teaching profession. Debatable issues should be part of instructional programs when



judgment of the professional staff deems the issues appropriate to the curriculum and to the maturity level of the student. Academic freedom is the right and responsibility of the student and the professional staff to explore, present and discuss divergent and/or opposing points of view in the quest for knowledge and truth. The preceding paragraph in no way abrogates or subjugates the Committee's responsibilities for curriculum as stated by Rhode Island General Law.

6. The Committee agrees to provide the Association with a list of teachers by building by October 1 of each year.
7. All faculty and employees of Westerly Public Schools serve as role models for the students with whom they work and as leaders in the community. Consistent with these roles, all faculty and employees shall dress in a manner and have an appearance that is appropriate and professional in light of the environment in which they work, the duties of their jobs and the impressionable youth they serve.

## **ARTICLE 15 TEACHER EVALUATION**

1. The teacher evaluation in the District will be the full implementation of the RIDE educator evaluation model. All methods of observation of the performance of a teacher shall be conducted openly with full knowledge of the teacher.
2. The District shall establish and maintain a District Evaluation Committee ("DEC"), as required by law, which shall review implementation of the evaluation instrument and process and make recommendations to improve the same. The DEC may also make recommendations to the Superintendent to improve the process for implementation of Performance Improvement Plans and for the Mentoring of newly hired teachers, teachers moving to new positions, and for teachers on a PIP.
3. Evaluation Process:
  - A. The teacher's primary and complementary evaluator will be determined and disseminated prior to the beginning of the year conference.
  - B. Under normal circumstances, the beginning of the year evaluation meeting will be held before November 1. The mid-year meeting will be held by February 15, and the end of the year meeting will occur prior to the last week of the school year. All meetings will be held within the school day unless mutually agreed upon. Teachers will be notified twenty-four (24) hours in advance of evaluation meetings.
  - C. An announced observation will be defined as an observation where the teacher is informed forty-eight (48) hours in advance that their evaluator will be observing them. The teacher will be informed of which date/time/period they will be observed.

- D. No teacher shall be observed for evaluation purposes except by a District approved evaluator.
- E. Ideally, any teacher in jeopardy of receiving less than an effective evaluation rating shall be notified not later than the mid-year conference.
- F. The teacher evaluation online module will remain confidential within the District, except where mandated by RIDE.

#### **4. Appeals**

##### **A. Disputes**

- i. In the event of a dispute on either an interim or final evaluation rating, the affected teacher shall inform the evaluating administrator, in writing, within five (5) school days. The affected teacher shall meet and discuss the dispute with the evaluating administrator within five (5) school days of notification of the dispute.
- ii. Within five (5) school days of the meeting the evaluating administrator shall reduce to writing his/her basis for the rating.
- iii. If the teacher is not satisfied with the administrator's rationale, he/she may appeal the matter within five (5) school days to the Superintendent or his/her designee. The Superintendent or his/her designee will notify the teacher of the hearing date within three (3) school days after receipt of the appeal. The hearing will be held within ten (10) school days of notification. The Superintendent or his/her designee, will respond in writing within five (5) school days of the hearing.
- iv. No internal appeal may be initiated after the last day of the school year.
- v. In the event that the teacher has achieved a rating of at least "effective," the decision of the Superintendent shall be final. In the event the teacher has achieved a rating of "developing," or "ineffective," the teacher may submit an appeal to the RIDE on procedural grounds only..

### **ARTICLE 16 GRIEVANCE PROCEDURE**

The purpose of the following grievance procedure shall be to settle equitably at the lowest possible administrative level issues which may arise, from time to time, regarding the salaries, welfare, and working conditions of teachers. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of the procedure

## **1. Definitions**

**A grievance is a complaint based upon an event or condition which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of the Contract or any subsequent agreement entered into pursuant to the Contract.**

**The aggrieved person is a person or group of persons making such a complaint. A party in interest is a person or group of persons who might be required to take action or against whom action might be taken to resolve the complaint.**

**The Professional Rights and Responsibilities Committee is selected by the Association to process grievances under this Contract.**

## **2. Procedure**

**Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits, however, may be extended by mutual agreement.**

**In the event a grievance is filed which under the specified time limits might not be finally resolved at Level Three by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as is possible.**

### **A. Level One**

**A teacher with a grievance shall submit a grievance in writing and discuss it with his/her immediate superior and/or Principal, either directly or with the school's representative of the Association's Professional Rights and Responsibilities Committee, with the objective of resolving the matter informally. The answer to Level One grievances must be rendered in writing.**

### **B. Level Two**

**In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance in writing with the Chairman of the Association's Professional Rights and Responsibilities Committee within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.**

**Within five (5) school days after receiving the written grievance, the Chairman shall refer it in writing to the Superintendent. The Superintendent shall represent the Committee at this level of the grievance procedure.**

Within five (5) school days after the receipt of the written grievance, the Superintendent shall meet with the aggrieved either directly or with a representative of the Professional Rights and Responsibilities Committee in an effort to resolve it.

The Superintendent shall answer, in writing, all grievances filed at this Level.

If a teacher does not file a grievance in writing with the Chairman of the Professional Rights and Responsibilities Committee, and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition upon which the grievance is based, then the grievance shall have been waived.

A dispute as to whether a grievance has been waived under this paragraph shall be subject to appeal pursuant to Level Four.

#### **C. Level Three**

In the event the aggrieved person is not satisfied with the disposition of this case at Level Two, or in the event no decision has been rendered within five (5) school days after he/she first met with the Superintendent, he/she may file the grievance in writing with the Chairman of the Professional Rights and Responsibilities Committee within five (5) school days after a decision by the Superintendent or ten (10) school days after he/she first met with the Superintendent, whichever is sooner.

Within five (5) days after receiving the written grievance, the Chairman of the Professional Rights and Responsibilities Committee shall refer it in writing to the Committee.

The Committee shall meet in Executive Session at or before its next regularly scheduled meeting to consider all grievances which have been submitted to it since its last meeting.

Any party in interest shall have the right to appear before the Committee and be heard in Executive Session. Level Three grievances shall be the first order of business at regularly scheduled monthly meetings.

#### **D. Level Four**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or no decision has been rendered within five (5) school days after the Committee heard the grievance, he may appeal the decision of the Committee to arbitration in accordance with the voluntary rules of the American Arbitration Association or the FMCS.

As an alternative, the parties may choose to utilize the Labor Relations Connection. In that event, the arbitrator shall be selected by said Labor Relations Connection in accordance with its rules.

### **3. Rights of Teachers to Representation**

Any party in interest may be represented at all stages of this procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer or any teacher organization other than the Association or its affiliates, NEARI, and NEA. When a teacher is not represented by the Association, the Association shall have the right to be present and to stage its views at all stages of this grievance procedure.

### **4. Miscellaneous**

- A. If in the judgment of the Professional Rights and Responsibilities Committee, a grievance affects any group of teachers, the Professional Rights and Responsibilities Committee shall submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.**
- B. Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be properly transmitted to all parties in interest and to the Chairman of the Professional Rights and Responsibilities Committee.**
- C. Decisions rendered at Level Four shall be in accordance with the procedure set forth in Chapter 39 of the Rhode Island General Laws.**
- D. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and shall be reproduced and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.**
- E. Upon written request, the Committee agrees to make available to any aggrieved person and/or his/her representative all information not privileged under law in its possession or control and which is relevant to the issues raised in the grievance.**
- F. The Professional Rights and Responsibilities Committee shall have the privilege of meeting in person with any party in interest.**
- G. Failure at any step in this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level.**

- H. Failure at any level of this procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- I. Any decision, course of conduct, or other action which becomes the subject of a grievance, shall be compiled with pending the processing of the grievances except with the written consent of the Superintendent or the Committee which consent shall not be unreasonably withheld.
- J. A decision at any level of the procedure in favor of the aggrieved person, however, may provide appropriate restitution or other remedy for the period during which the grievance was suffered.
- K. During the school year a school day shall be defined as a day on which school is actually in session. During the summer, a school day shall be defined as any day of the week exclusive of Saturday, Sunday, and holidays.

## **ARTICLE 17 FRINGE BENEFITS**

The Committee shall provide each teacher in the District the following options. Teachers hired after 9/1/13 working less than 1.0 FTE shall receive medical and dental coverage on a prorated basis.

### **1. Medical Insurance**

- A. Effective January 1, 2023, the only medical insurance provided by the Committee shall be a High Deductible Health Plan (HDHP) with Health Savings Account (HSA). All teachers who are receiving coverage through the District on the Preferred Provider Organization plan as of January 1, 2023 shall change their coverage to The HDHP with HSA as of this date.
  - i. The District shall offer two options under the HDHP with HSA: either individual coverage with a Two-Thousand-Dollar (\$2,000) deductible, or family coverage with a Four-Thousand-Dollar (\$4,000) deductible.
  - ii. The teacher shall make a monthly co-share contribution of twenty-percent (20%) to the cost of whichever form of coverage (individual or family) that he/she selects.
  - iii. Each year, the District will fund one-half (1/2) of the deductible amount through payment into each teacher's HSA. Thus, if a teacher has individual coverage, the District will contribute \$1,000 to the teacher's HSA; and if the teacher has family coverage, the District will contribute \$2,000 to the teacher's HSA.
  - iv. Teachers are not required to fund their own HSA, but have the option to do so through a bi-weekly pre-tax payroll deduction.

B. Preferred Provider Organization: From September 1, 2022 through December 31, 2022, those teachers who are receiving coverage under the PPO plan as of September 1, 2022 may continue to on such plan, by making a twenty-five (25%) monthly co-share contribution to the cost of that coverage. The PPO plan shall have deductible amounts of Five-Hundred-Dollars (\$500) for individual coverage, and One-Thousand-Dollars (\$1,000) for a family coverage. Effective January 1, 2023, however, all coverage through the District under the PPO plan shall cease, and all teachers shall only be afforded coverage through the District on the HDHP with HSA. The terms of such coverage are set forth in Paragraph A above.

## **2. Dental Insurance**

### **A. Employee Contribution**

Year 1	20%
Year 2	20%
Year 3	20%

## **3. Buyback**

Employees who elect not to receive medical and dental coverage through the District shall receive an annual payment of three thousand (\$3,000) dollars, except where both parties are employed by the District or Town, in which case the annual payment shall be one thousand eight hundred (\$1,800) dollars.

## **4. Disability Income Insurance**

- A. Disability income insurance, effective for the term of this Contract, will be provided for each teacher equivalent to that provided in the insurance policy between the Committee and its current insurance carrier.
- B. All teachers entitled to disability income insurance who are otherwise drawing on the sick leave pool must, as a condition of receiving the benefit, file a claim and return the full monthly benefit check to the employer in order to offset the pay being provided.
- C. It is understood and agreed that claims filed under this Section, and checks received, must be paid back to the District, and shall include all checks, including those received for the months of July and August.

## **5. Term Life Insurance**

Term life insurance is provided for the term of the contract for active teachers, in the amount of fifty thousand (\$50,000) dollars with provision that upon termination of

employment the insured person may retain this policy at their cost in accordance with Rhode Island General Laws.

**6. Retirement Health Savings Account (RHS)**

Effective July 1, 2021 the district shall no longer make contributions to the existing RHS accounts and shall not establish any new accounts for newly hired teachers. Monies contributed as of June 30, 2021 shall be maintained and available upon retirement for teachers that have met the 10-year vesting requirement.

**7. Healthcare Advisory Committee**

During the term of this Contract, a Healthcare Advisory Committee will be created, comprised of teachers, Administration, as well as representatives/consultants from the District's providers. This Committee will meet quarterly for the purposes of managing health care cost for both the Association and Committee.

**ARTICLE 18  
TIME OFF**

The Committee and the Association agree to form a committee to look at leave Articles and paid time off designs.

**1. Paid Time Off**

**A. Personal Leave**

- i. Teachers shall be entitled to two (2) personal days per school year. Such temporary leave will be granted upon request; unused personal days are cumulative to three (3). Teachers shall give at least twenty-four (24) hours' notice to their Principal prior to the taking of a personal day. Such twenty-four (24) hour notice may be waived in case of an emergency.
- ii. The purpose of the personal day is to grant a teacher the necessary time to handle matters of a personal nature that cannot be handled after the close of school.
- iii. Personal days shall not be used to extend holidays or Spring recess, except with permission of the Superintendent or his/her designee.
- iv. At the discretion of the Superintendent or his/her designee any absence in excess of the above contractual limits may be deducted at a substitute's per diem rate.



## **B. Sick Leave**

- i. All certified teachers in the District shall be entitled annually to fifteen (15) days sick leave for the term of this Contract with full salary for personal illness of the teacher or a dependent member of the teacher's household. The unused days shall be cumulative to a maximum of one hundred twenty (120) days. The teacher absent in excess of three (3) consecutive days may be required to submit a certificate from his/her physician that he/she is capable of resuming his/her duties.**
- ii. This sick leave shall be discharged to cover the cost of the teacher's full salary (1) during the period of absence occasioned by the personal illness of a teacher or a dependent member of the teacher's household; and (2) during periods of job protected leave authorized by the Superintendent or designee under federal or state law on account of the teacher's personal illness or incapacity. At the discretion of the Superintendent or his/her designee, any family illness days beyond fifteen (15) days (not including the teacher's personal illness days) in one (1) contractual year may be deducted at a substitute's rate.**
- iii. At the conclusion of the school year, teachers who have discharged three (3) or fewer days of combined sick time will receive \$300 as a "bonus" payment.**
- iv. Teachers shall be permitted to accrue an additional (40) sick days beyond the maximum of (120) days, but shall not discharge these days as sick leave. Instead, a teacher at retirement shall be paid for these (40) days at a rate of \$50 per day, provided that at the time of retirement the teacher has maintained a minimum of (100) days of sick days in their account.**

## **C. Sick Leave Pool**

- i. A teacher on an approved/authorized leave of absence for personal illness or incapacity, as set forth in Paragraph B above, and who has three (3) or fewer days of sick leave remaining in his/her personal account, may request monies from the Sick Leave Pool.**
- ii. The Sick Leave Pool shall carry over days remaining at the end of one (1) contractual year to the next contractual year and will continue for the term of this Contract.**
- iii. If the Sick Leave Pool has in excess of three hundred (300) days at the start of each school year, all teachers who have donated the previous year shall be automatically covered without the need of contributing another day.**

- iv. All teachers who are not covered may voluntarily donate one (1) day in order to initiate the coverage and shall have the same privileges as current Sick Leave Pool members. A newly hired teacher will belong to the Sick Leave Pool unless he/she indicated in writing that he/she does not wish to participate.
- v. If the Sick Leave Pool is reduced below two hundred (200) days during the school year, all teachers must donate one (1) day each to continue the coverage.
- vi. At the beginning of each school year all teachers with maximum sick leave accrual may donate all days over the maximum to the Sick Leave pool up to a maximum of one thousand (1,000) days.
- vii. The Sick Leave Pool shall be administered by a five (5) member board, with two (2) members chosen by the Superintendent, two (2) members by the Association. The four (4) members shall choose a physician as the fifth (5th) member. Each request for aid from the Sick Pool shall be decided by the board on the merits of the individual request. Any and all health and/or medical records, or other confidential information about teacher applicant shall be maintained by the Superintendent or designee, and no copies of such records shall be retained by any board member.
- viii. Action of the board shall be by a majority vote and shall be final and binding on all parties, and not subject to the grievance and arbitration procedures of this contract.
- ix. However, the Sick Leave Pool may reverse its decision at a subsequent hearing based on additional information provided by the applicant with permission.
- x. Illness as a result of pregnancy shall be treated as any other illness, and teachers unable to work as a result of pregnancy shall have full access to their rights under this Article, provided their disability is attested to by a physician.
- xi. Sick leave days will be counted as one-half (1/2) days, provided the teacher is present for one-half (1/2) of the school day.

#### **D. Bereavement**

A teacher shall be allowed a period of leave at full salary of up to five (5) consecutive working days, to include the day of the funeral, in the case of death of one of the following relatives: father, mother, brother, sister, child, husband, wife, father-in-law, mother-in-law, grandparent, stepchild, grandchild, or domestic partner. Any exceptions must be approved by the Superintendent or designee. A

teacher shall be allowed three (3) consecutive working days at full salary, to include the day of the funeral, for the following relatives: aunts, uncles, sister-in-law, brother-in-law, son-in-law, daughter-in-law. Other instances for individuals not listed will be considered for the day of the funeral with pay by request to the Principal or Superintendent. The decision of the Superintendent or Principal shall be final and not subject to arbitration under Article 16. Said leave is defined as a full twenty-four (24) hour period.

#### **E. Court and Arbitration**

- i. When a teacher serves as a juror, an amount equivalent to the pay he/she receives as a juror shall be deducted from his/her pay by the District.
- ii. If a teacher reports for jury duty but is excused without pay, no deduction shall be made from his/her salary provided the teacher returns immediately to his/her assigned building.
- iii. When a teacher is subpoenaed to serve as a witness in any court he/she shall be granted leave with full pay less any payment received as a witness.
- iv. When a teacher learns that he/she has been called as a juror or witness, he/she shall notify his/her Principal immediately.
- v. The Association may select any three (3) of its officers or members to attend arbitration, Level 4 grievance and Labor Relations Board sessions. Teacher attendance at arbitration sessions in excess of the three (3) listed above will be at the discretion of the Superintendent.

#### **F. Religious Leave**

Upon approval of the Superintendent or his/her designee, an employee may receive up to three (3) days leave without loss of pay or benefits for required observance of recognized religious rites when such observance of recognized religious rites is not possible outside the school day. These days are not to be deducted from any sick or personal leave.

#### **G. Union Leave**

Paid leaves of absence may be granted to Association officers, representatives, and elected delegates of the Association to attend meetings, conventions, and executive board meetings of local, city, state, regional and parent organizations. Requests for said leaves must be submitted to the Superintendent or his/her designee at least fourteen (14) days prior to the effective day of said request leave.

- H. With permission of the Principal, teachers shall be allowed two (2) days leave for the purpose of visiting other schools and attending meetings or conferences of an

educational nature. A written report of the conference or visitation shall be submitted to the Principal when required. The Superintendent or his/her designee may grant up to two (2) additional days per year for visitations and/or conferences. Permission for leave will not be unreasonably withheld.

## **2. Unpaid Time Off**

Upon the teacher's return from leave granted under any of the below circumstances, he/she shall be assigned to the same position held prior to such leave, if such position is available or, when not available, to a substantially equal position.

If the teacher makes a request to return to work earlier than the September following the granting of the leave, the Superintendent or his/her designee will re-employ the teacher for the remainder of the school year in any position in which he/she is certified.

All benefits to which a teacher was entitled at the time his/her leave of absence commenced shall continue upon his/her return.

By February 1, any teacher on a leave of absence under any provision of the below Article, exclusive of military leave, must notify the Superintendent or his/her designee in writing of his/her intention to return to his/her position the next September. Failure to notify the Superintendent or his/her designee may be considered as a resignation.

### **A. Family Leave**

- i. At the request of a teacher, a family leave of up to one (1) school year will be granted without salary. An additional year for family leave may be granted if requested by the teacher. Family leave is for the purpose of taking care of a newborn or adopted child as well as for the purpose of taking care of a child with serious illness.
- ii. A teacher on family leave may remain in the District's group health and dental insurance plans by making the payment therefore.
- iii. A teacher who takes family leave and specifies the date of return, which shall be within one (1) calendar year of the effective beginning date of such leave, shall have the right to return to a position for which the individual is certified.
- iv. The school year in which a teacher is on family leave will not count as a year toward tenure. However, the teacher will be credited with a year's service provided a minimum of ninety-one (91) days is taught.
- v. The provisions of this Section shall be in addition to and shall not in any way diminish the rights of bargaining unit members under Chapter 28-48 of the Rhode Island General Laws.

## **B. Personal Leave**

- i. Teachers who are requesting leave for personal reasons under provisions of this Section shall notify the Superintendent or his/her designee on or before May 1. Under emergency situations the Committee may grant exceptions to the time requirement.
- ii. Any teacher whose personal illness extends beyond the compensated period will be granted leave of absence for such time as necessary for complete recovery from such illness. The Committee may, at its discretion, require the teacher to provide medical proof of his/her complete recovery.

## **C. Professional Leave**

At the request of a teacher, the Committee may grant professional personal a leave of absence of one (1) year without salary. By mutual agreement, such leave may be extended for one (1) additional year. Upon return, the teacher will be placed on the appropriate step on the salary scale based on his/her teaching experience.

## **D. Graduate School**

Teachers who are applying for graduate school will notify the Superintendent or his/her designee on or before February 1. The Superintendent or his/her designee will be notified immediately upon acceptance at graduate school, however, ordinarily no leave will be granted unless the acceptance is at least thirty (30) days prior to the opening of school or unless a qualified replacement can be found.

## **E. Sabbatical**

**Definition:** A sabbatical leave is a privilege granted by the District for the advancement of the District. A sabbatical leave is an important tool in the professional development of qualified teachers.

Desiring to provide incentive to achieve greater professional performance and encourage independent research and achievement, the Committee hereby maintains a policy of sabbatical leaves for teachers.

Sabbatical leave for teachers may be granted subject to the following conditions:

### **i. Sabbatical Duration and Remuneration Criteria**

- a. Teachers shall be granted leaves for a full school year at half salary or one (1) semester leave at full salary and shall receive applicable fringe benefits. Applicable benefits shall be defined in Article 17.

- b. Leaves shall not begin and/or end in the middle of Fall or Spring Semesters.

- ii. Eligibility

Teachers with at least six (6) full years of active employment within the District shall be eligible for consideration for sabbatical leaves, or six (6) years after return from a previously granted sabbatical leave. Active employment is defined in Articles 7 and 8.

- iii. Application Procedure

- a. A teacher who desires a sabbatical leave shall apply for leave in writing to the District Evaluation Committee which will act as the Sabbatical Review Board by January 1, or nine months before the school year for which the leave is requested. The Board will vet all sabbatical submissions based on relevance to District goals and length of time since last sabbatical and recommend the final candidates to the Superintendent or his/her designee.
  - b. The application for leave shall include a detailed written statement of purpose for the leave. The statement should indicate how the sabbatical leave will bring enrichment to the teacher and the District. The interest of the District, in addition to the professional needs of the teacher shall be a major consideration in granting the sabbatical leave.
  - c. The statement, in consultation with the immediate supervisor, should include a description of arrangements to cover the teacher's instructional responsibilities and, if applicable, other administrative duties for which he/she is responsible.
  - d. No more than two (2) teachers may be on sabbatical leave during a school year.
  - e. Based on the vetting process, at least one (1) teacher will be granted a sabbatical leave, with the opportunity for a second sabbatical based on budgetary considerations.

- iv. Approval Process

- a. The Board of Review shall submit its recommendations to the Superintendent or his/her designee by January 15.
  - b. The Superintendent or his/her designee will review all applications and submit his/her recommendations to the Committee for approval.

- c. The Committee will ensure that each step of the approval process met the requirements of the guidelines.
- d. The Superintendent or his/her designee will notify each applicant as to the disposition of their sabbatical leave request not later than May 15.

**v. Changes in Approved Sabbatical Leaves**

If a teacher on sabbatical leave finds it necessary or desirable to alter substantially the proposal or academic objectives of the sabbatical leave project, he/she must inform the Superintendent or his/her designee in writing as soon as possible of the reasons for the change and secure the Superintendent or his/her designee's written approval for the revised proposal.

**vi. Report on Sabbatical Experience**

- a. Each applicant who is granted a sabbatical leave is expected to prepare a report after the completion of his/her experience. By no later than the end of the first semester after returning to regular duties, the teacher must file a substantive report with the Superintendent or his/her designee of his/her work and overall accomplishments during the sabbatical. The Superintendent or his/her designee will evaluate the report for conformity with the sabbatical proposal. Copies of the proposal and the report must be kept on file. The Principal of the school the individual is assigned shall evaluate the sabbatical report as part of the annual evaluation.
- b. For twelve (12) month leaves, the staff should also file a mid-year progress report with the Superintendent or his/her designee.

**vii. Return from Sabbatical**

- a. In accepting a sabbatical leave, the teacher agrees to return to the District for at least two (2) years thereafter.
- b. The teacher shall agree to return to employment in the District for two (2) school years. Upon such return the teacher shall be placed on his/her appropriate step on the salary schedule as though he/she had not been on leave. If the teacher does not return to his/her teaching position for the required two (2) school years, he/she will reimburse to the District the amount received while on sabbatical leave plus the cost of the applicable fringe benefits. Exceptions to this provision include circumstances such as permanent disability or

death, wherein neither the individual nor the heirs shall be obligated to refund any part of the amount paid while on sabbatical.

#### **F. Military Leave**

- i. Military leave is automatically granted to any teacher who is voluntarily or involuntarily mobilized or performs active duty for training (AT) in accordance with State and Federal laws, including the Uniformed Services Employment and Re-employment Rights Act (USERRA) and Veterans Re-employment Rights Act of 1994.
- ii. When scheduling their AT, the teachers shall make every effort to do so during periods when school is not in session.
- iii. If a teacher voluntarily enlists or is commissioned for active duty, he/she may serve on active duty for a cumulative total of five (5) years and still be entitled to be re-employed in the position from which he/she left, if a request for re-employment is made in writing within ten (10) days of discharge from active duty or demobilization.
- iv. A teacher will be employed in his/her previous position, if available, or assigned to an equivalent position for which he/she is certified and qualified.

#### **G. Peace Corps**

A leave of absence without pay of up to two (2) years may be granted to teachers who join the Peace Corps or serve as exchange teachers and are full-time participants in either of such programs and who have completed at least three (3) years of teaching in District. Upon return from such leave, a teacher may be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been granted leave.

### **ARTICLE 19 EARLY RETIREMENT**

Upon receipt by December 1 of an irrevocable letter to the Superintendent or his/her designee of the intent to retire at the end of the school year, the teacher will receive a retirement bonus of Ten-Thousand-Dollars-And-No-Cents (\$10,000.00). This bonus will be paid as part of the first payroll in January of the same school year. The teacher must complete the school year to receive the bonus.

If extenuating circumstances arise, the Superintendent may allow revocation of such letter at which time a mutually agreeable arrangement for repayment of the bonus will be established.



Any consideration of allowing revocation of the letter indicating intent to retire will be based solely on the judgment and discretion of the Superintendent. The decision of the Superintendent shall be final and binding and not subject to appeal or grievance.

## **ARTICLE 20 AVAILABILITY OF CONTRACT**

After this Contract has become effective, the Committee shall print and make copies of it available to members of the bargaining unit. Printing costs will be shared by the Association and Committee. The Superintendent or his/her designee will provide a copy of the Contract to newly hired teachers.

## **ARTICLE 21 SALARY SCALE**

The salary shall be as set forth in Appendix A.

Salary shall be divided into twenty-six (26) equal paychecks. From September through June, they shall be distributed biweekly. All remaining checks will be given to the teachers by the end of June. Teachers will receive their first paycheck on the first Friday of work, unless such payment is not possible because of circumstances beyond the control of the Committee. The Committee will make every effort to make certain that the first paycheck and all subsequent paychecks are received by the teachers on the scheduled pay day.

## **ARTICLE 22 MASTER'S DEGREE**

The Master's Degree work must be taken in an accredited college or university and be in a course of study approved by that institution. A copy of the teacher's course of study must be filed with the Superintendent or his/her designee immediately upon approval by the college or university.

The Master's Degree program must be completed in the period of time specified by the college or university. Failure to complete degree work in the period of time specified by the college or university at which the candidate is then enrolled will result in a reduction of the salary increment in direct proportion to the number of credits no longer considered active by the granting institution. After submission of necessary documents to the Superintendent or his/her designee, increments will be paid as set forth in Appendix A.

A teacher getting a Master's in other than his/her subject area or a teacher getting thirty-six (36) hour equivalency for a Life Teaching Certificate shall receive the amount set forth in Appendix A.

## **ARTICLE 23 ADVANCED GRADUATE STUDY SCALE**

Advanced graduate study work must be taken at an accredited college or university and be in a course of study approved by that institution. A copy of the teacher's program must be filed with the Superintendent or his/her designee immediately upon approval by the college or university.

The advanced graduate study program must be completed in the period of time specified by the college or university. Failure to complete work in the period of time specified by the college or university at which the candidate is then enrolled will result in a reduction of the salary increment in direct proportion to the number of credits no longer considered active by the granting institution.

Certificate of Advanced Study, Certificate of Advanced Graduate Study or six year diploma is to be considered synonymous for purposes of payment under this Section of the salary agreement.

After submissions of necessary documents to the Superintendent or his/her designee, increments will be paid as set forth in Appendix A.

## **ARTICLE 24 DOCTORAL SCALE**

The doctoral work must be taken at an accredited college or university and be in a course of study approved by that institution. A copy of the teacher's course of study must be filed with the Superintendent or his/her designee immediately upon approval by the college or university.

The Doctoral Degree work must be completed in the period of time specified by the college or university.

The payment of an increment for the completion of a Doctoral program will be made upon presentation of the necessary document to the Superintendent or his/her designee.

Payment for a Doctorate or a certification of completion shall be paid as set forth in Appendix A.

## **ARTICLE 25 SUBJECT AREA COURSES**

The Committee shall reimburse a teacher for tuition to a maximum of six hundred (\$600) dollars for one (1) successfully completed course per year, in the year taken, at an accredited school in the subject area of the teacher's certification(s). If not in the subject area of the teacher's certification(s), the same reimbursement shall be made with the pre-approval of the Superintendent or his/her designee for the course.

## **ARTICLE 26 TEACHER IN CHARGE**

In the event of the absence of the Principal, a classroom teacher may be requested to perform the duties and responsibilities of the absent Principal. Said teacher may decline or accept the position.

Should the teacher accept temporary charge of the building, the teacher shall be compensated beginning the first day of absence of the Principal and until such time as the teacher is relieved of the duties and responsibilities.

Such compensation shall be determined at the following rate:

A teacher shall receive an additional fifteen (15%) percent of the teacher's daily salary for the days the teacher assumes the responsibility of the absent Principal.

## **ARTICLE 27 PLACEMENT ON SALARY SCALE**

New teachers shall be given full credit towards teaching salary for previous public school outside teaching experience. The Superintendent or his/her designee may give additional credit for other teaching experience and shall notify the Association of his/her doing so.

## **ARTICLE 28 ASSAULT OR INJURY**

In case of an assault or injury occurring in connection with the teacher's employment the following procedure shall apply:

1. A teacher shall report immediately to his/her Principal any case of assault and/or injury suffered by him/her in connection with his/her employment.
2. This report shall be forwarded to the Superintendent or his/her designee who shall then provide all pertinent information to and act as liaison between the teacher and legal authorities.
3. It shall be the duty of the Superintendent or his/her designee to investigate the assault and/or injury and to report the findings to the Committee.
4. If criminal or civil proceedings are brought against a teacher, alleging that he/she committed an assault in connection with his/her employment said teacher may request, in writing, that the Committee furnish legal counsel to defend him/her in such proceedings. The Committee will evaluate the request and the circumstances of the assault and shall provide counsel or reimbursement of counsel fees, if the teacher's case is deemed meritorious.
5. Whenever a teacher is absent from school as the result of personal injury caused by an assault or injury occurring in the course of his/her employment, said teacher may request the Committee to pay his/her full salary. The Committee will evaluate the request and the circumstances of the assault and shall pay full salary (less workers' compensation, income disability and/or damages recovered from the date of injury) if the teacher's case is deemed meritorious.
6. The Committee shall have the right to have the teacher examined by a physician designated by the Committee for the purpose of establishing a length of time during which the teacher is temporarily disabled from performing his/her duties, and the opinion of said physician as to the said period shall control.

**7. The Committee shall reimburse teachers for:**

- A. Any clothing or other personal property, excluding automobiles, damaged or destroyed in the course of an assault provided said assault had not been caused by the teacher.**
- B. The cost of medical, surgical, and hospital services less the amount of worker's compensation and/or damages recovered from any source incurred as the result of an assault sustained in the course of employment.**

**ARTICLE 29  
REIMBURSEMENT**

**The Committee shall reimburse teachers for:**

- 1. Any reasonable request for payment of personal property, excluding automobiles, damaged or destroyed in the course of his/her employment, provided such damage has not been caused by the teacher's negligence.**
- 2. The above applies to personal property while located on school premises.**

**ARTICLE 30  
COMPENSATION FOR INTER-SCHOOL TRAVEL EXPENSES**

**Any certified teacher who during the regularly scheduled school day is required to use his/her personal automobile on school business excluding trips to the administration building, professional visits, extra-curricular activities, parent-teacher conferences, grievance hearings at all levels, in-service meetings, conferences, and attendance at Committee meetings shall be compensated at the rate of the current IRS rate per mile.**

**ARTICLE 31  
EDUCATOR LEADERSHIP POSITIONS**

**1. All leadership positions shall have a 1.0 FTE.:**

- A. High School**
  - i. Dean of Students**
  - ii. Dean of Teaching and Learning**
  - iii. Department Chairs**
    - a. English**
    - b. Math**
    - c. Science**
    - d. Social Studies**
    - e. Special Education**

- B. Middle School
  - i. Dean of Students
  - ii. Dean of Teaching and Learning
  - iii. Department Chairs
    - a. English
    - b. Math
    - c. Science
    - d. Social Studies
- C. Elementary Schools
  - i. Dean of Teaching and Learning
- D. District
  - i. Department Heads
    - a. Fine Arts – Art and Music
    - b. Physical Education
    - c. World Languages
    - d. Guidance
  - ii. District Coordinator with Teaching Duties
    - a. English Language Learners
  - iii. District Coordinator without Teaching Duties
    - a. Early Childhood
    - b. English Language Arts
    - c. Math
    - d. STEM

2. Leadership positions are defined as follows:

Leadership Position	Max Teaching Load	Annual Stipend
Dean of Students	0 FTE	\$1,600
Dean of Teaching and Learning	.4 FTE	\$1,600
District Coordinator with Teaching Duties	.4 FTE	\$0
District Coordinator without Teaching Duties	0 FTE	\$0
District Department Head with Teaching Duties	.6 FTE	\$1,600
District Department Head-without Teaching Duties	.0 FTE	\$1,600
Department Chair	.6 FTE	\$1,600

- 3. The openings for promotional positions shall be filled in accordance with Article 7, Paragraph (2) and Committee policy.
- 4. The Superintendent and Principals shall select persons to fill leadership positions in accordance with Article 7.
- 5. Terms for leadership positions will be for three (3) years. Removal from the position during such term will be for just cause based on an evaluation by the Principal(s) and/or the

Superintendent. Leadership position vacancies will be treated as such and follow the contractually agreed upon vacancy process.

6. Administration reserves the right to define the specific duties each of the leadership positions must execute to meet the defined requirement of their position. These duties must be rendered in writing to the person holding the position and are subject to change when the position is posted at the end of a term. Changes to the defined duties made during a term must be done in consultation with the person in the position who may elect to have union representation during that process. Specific duties may not be defined by Administration to fulfill the requirements of grants.
7. The Superintendent or his/her designee will reduce to writing the specific evaluation responsibilities of any Department Chair and/or Department Head asked to participate in the evaluation system as a contributing evaluator and provide to the member and the Association President.
8. Members may be assigned a flexible schedule to accommodate the needs of the district. It is understood that District Coordinators will have responsibility during the school year to administer and write grants within their areas without additional compensation. In the event grant administration or writing beyond the school year is required and a coordinator is requested to perform the function, compensation shall be provided in proportion to the work required at said.
9. Any leadership positions created and filled beyond those listed in this Article will have the same maximum teaching loads and stipends as the leadership position to which it is most similar.

## **ARTICLE 32**

### **STAFF DEVELOPMENT AND CURRICULUM COMMITTEES**

1. Individuals attending staff development programs and/or participating in curriculum committees will be compensated at the rate of fifteen (\$15) dollars per hour per participant and thirty (\$30) dollars per hour per presenter. Payouts will be dispersed after thirty (30) hours of completion. Payouts will happen in January and June. All staff development programs shall require prior approval by the Superintendent or his/her designee. A Staff Development Participation form will be used by the Superintendent or his/her designee and the Association President per electronic documentation (i.e. MLP or Aspen).
2. One (1) staff development credit equals participation in ten (10) contact or clock hours of staff development programs.
3. Upon approval by the respective review panel, teachers shall be reimbursed for professional development when connected to the District's curriculum and instruction priorities as approved by the Assistant Superintendent as well as the Strategic Plan and/or the School Improvement Plan.

4. In each school building, teachers shall submit their professional development proposal to the appropriate review panel on or before November 15. Teachers shall be informed of the disposition of their request on or before December 15.
5. For elementary teachers, the review panel shall consist of elementary principals and for secondary teachers, the review panel shall consist of the secondary principals/or designees. Appropriate performance criteria for use by the review panels will be developed by a small team headed by the Assistant Superintendent. The team membership will include one (1) teacher from elementary, one (1) from secondary, and the Data Analysis Coordinator.
6. Under normal circumstances at least five (5) teachers at the elementary level and five (5) teachers at the secondary level shall be approved for professional development opportunities so long they meet the criteria under this provision and commit to sharing their learning with staff and Administration through formal presentation or dissemination.
7. Teachers approved for professional development reimbursement must wait one (1) full year before submitting a proposal again.
8. Teachers whose proposals are denied shall have the right to appeal to the Superintendent or his/her designee within three (3) days of denial.
9. Reimbursement for conference fees, travel cost, and lodging will not exceed one thousand (\$1,000) dollars.
10. Teachers shall be reimbursed conference fees, travel cost, and lodging for assigned, approved or directed attendance of a conference, in accordance with protocol developed by the Association and the Superintendent, with the prior approval of the Superintendent or his/her designee. All reimbursements will be submitted within one (1) week after the appropriate presentation of learning. Teachers will be reimbursed not later than the following pay cycle.
11. The Committee agrees to look into the hiring of a professional development coordinator.

### **ARTICLE 33 UNION OFFICERS**

In recognition of the fact that the success of Participative Management Site-Based Decision Making initiative of the District requires the full participation and support of the Association and its officers, which necessitates such officers being engaged in district-wide responsibilities in fulfillment of the goals of the initiative, the parties hereby agree as follows:

1. The Committee shall accommodate the schedule of the second Association Vice President, as to permit him/her to perform District and building responsibilities in fulfillment of the goals of the Letter of Understanding. Accordingly, the second Association Vice President shall have a schedule of .8 FTE instructional duties and be otherwise released from usual

and customary non-instructional duties. Similar accommodation shall be made for any successor second Association Vice President. The Association shall reimburse the Committee the cost of the .2 FTE replacement teacher, which is the least senior teacher in his/her area of certification.

2. The Association President shall have a schedule of .6 instructional duties; provided that the Association shall reimburse the Committee the cost of the .4 FTE replacement teacher, which is the least senior teacher in his/her certification area.

#### **ARTICLE 34 SCHOOL ORGANIZATION**

If revisions to the schedule become necessary in developing a cohesive and aligned system of instruction, they will be made pursuant to the following procedure:

1. The Principal will assemble a School Scheduling Committee comprised of teachers and administrators.
2. If the High School Scheduling Committee determines that a scheduling change is necessary the Committee will submit alternative proposals to the school leadership team, including the department heads, for consideration.
3. The selected schedule will be presented to the Superintendent for approval.
4. The Superintendent will arrange for the final recommendation to be presented to the Committee only if the recommendations substantially changes policy or programing options.
5. The School Scheduling Committee may meet annually to assess the success of the schedule and recommend changes or improvements.
6. There will be no reduction of teachers as a result of a new schedule during the first year of implementation.

#### **ARTICLE 35 ALTERATION OF AGREEMENT**

This Contract represents the exclusive agreement between the parties with respect to wages, hours, and all other terms of professional employment and it is agreed that the terms and conditions of employment of teachers in the District shall not be modified, amended or altered in any way unless made in writing and signed by both parties.

The Contract shall be effective as of September 1, 2022, and shall remain in full force and effect and shall bind and inure to the benefit of the parties hereto and their successors to and including August 31, 2025.



IN WITNESS WHEREOF, each of the parties hereunto has caused these present to be executed by its proper officer, hereunto duly authorized and signed this 30 day of June A.D. 2022.

**Westerly School Committee**

**Westerly Teachers' Association**

By: Deane Brady  
Committee Chair

By: Colleen O'Neil  
Association President

## **LETTER OF UNDERSTANDING STAFFING**

**It is recognized that in order to meet the needs of present day students, special support services for educationally disadvantaged students as well as social services for said students are necessary. To this end, the Committee will maintain at a minimum the following full-time equivalent positions:**

**Reading (8); Librarians (5.5); Social Workers (5); Psychologists (4); Guidance Counselors (6); School Nurse Teachers (5).**

**The parties agree to review staffing annually.**

## APPENDIX A SALARY SCHEDULES

### 1. Base Salary

Step	2022-23 Base	2023-24 Base	2024-25 Base
1	\$ 49,450.80	\$ 49,450.80	\$ 49,450.80
2	\$ 49,450.80	\$ 49,450.80	\$ 49,450.80
3	\$ 50,673.00	\$ 50,673.00	\$ 50,673.00
4	\$ 57,411.00	\$ 57,411.00	\$ 57,411.00
5	\$ 60,500.00	\$ 60,500.00	\$ 60,500.00
6	\$ 64,700.00	\$ 64,700.00	\$ 64,700.00
7	\$ 67,540.00	\$ 67,540.00	\$ 67,540.00
8	\$ 71,500.00	\$ 71,500.00	\$ 71,500.00
9	\$ 75,500.00	\$ 75,500.00	\$ 75,500.00
10	\$ 79,500.00	\$ 79,500.00	\$ 79,500.00
11	\$ 88,015.59	\$ 89,335.82	\$ 90,675.86

### 2. Progressive Lanes Scale: Must Be In Approved Program

Progressive Lane	Annual Stipend
Bachelor's +15	\$1,202.34
Master's	\$2,488.84
Life	\$2,364.39
CAGS 15	\$3,306.42
CAG	\$4,145.08
Doctorate	\$5,599.89
NBTC	\$5,000.00*

\*All currently certified teachers will be grandfathered but no new NBTC certifications will receive Progressive Lane Scale after 2012-2013.

Note: NBT Certification will transition to a newly created local board with specific requirements, after the 2012-2013 school year. All currently certified teachers will be grandfathered.

### 3. Supplemental Income

Longevity	Annual Stipend
12 Years	\$500.00
15 Years	\$900.00
20 Years	\$1,300.00
25 Years	\$3,000.00

Note: This shall mean years of credited service with the District and/or other communities in the Rhode Island State Retirement System.

For the duration of this Contract, the parties agree to continue existing practice with respect to the timing for teachers' receipt of stipends for advanced lane and/or supplemental income as applicable.

Anyone hired after 11/1/2012 will not be eligible for longevity.

4. Teachers shall be paid per diem or a prorated per diem for mandated or remedial programs that require a certified teacher as authorized by the Superintendent or his/her designee. Administration shall reflect this additional salary in teachers' W-2 and deduct appropriate taxes and retirement contributions from said additional salary.

PD Hours	\$30 Per Hour	\$45 Per Hour	Per Diem
<ul style="list-style-type: none"> <li>For PD Hours completed, accrual standard (30 hours accrued initiates conversation) PD payouts will be made in September, January and June for curriculum work.</li> </ul>	<ul style="list-style-type: none"> <li>MS Intramural Programs</li> <li>Class Coverage</li> <li>Extended School Day</li> <li>Saturday Detention</li> <li>Class coverage by a co-teacher when a substitute is not present.</li> <li>For a teacher who takes on a duty such as bus duty, supervision of the playground or other duties assigned by an administrator.</li> </ul>	<ul style="list-style-type: none"> <li>Teachers who assume the class of an absent colleague and provide instruction.</li> <li>Afterschool enrichment programs.</li> <li>Afterschool intervention programs.</li> </ul>	<ul style="list-style-type: none"> <li>Performing the same work required of your teaching during unassigned time.</li> </ul>

Note:

- Administration shall make every effort to obtain certified substitute teachers for absent teachers.
- Teachers will only cover classes after all other options are exhausted and a mutual agreement is made between the teacher and the building leader.
- Co-teachers at the elementary level will be paid the sub per day rate when their co-teacher is absent and no substitute is provided.
- Teachers who decide to work during their unassigned time are those teachers that are eligible for the miscellaneous pay.
- Administration shall offer opportunities to earn miscellaneous pay. Teachers have the right to refuse miscellaneous assignments.