

Agreement

Between

The Rockland School Committee

and

The Rockland Education Association

**Rockland, Massachusetts
2006-2009**

May 22, 2006

TABLE OF CONTENTS

	Page
Agreement	1
Witnesseth	1
Article One: Preamble	2
Article Two: Recognition of the REA	3-4
Article Three: Continuity of Operations	4
Article Four: Teacher/Administrator Assignments	4
Article Five: Transfers	5
Article Six: Vacancies and Promotions	6
Article Seven: Positions in Summer/Evening School/ Federal Programs	6
Article Eight: Teacher Evaluation	7
Article Nine: Work Year and Work Day	8-11
Article Ten: Salaries	11-14
Article Eleven: Supplementary Compensation	14-18
Article Twelve: Insurance & Annuities	19
Article Thirteen: Sick Leave	19-21
Article Fourteen: Funeral Leave	21
Article Fifteen: Leave of Absence	22-23
Article Sixteen: Sabbatical Leave	24-25
Article Seventeen: Teacher Facilities	25
Article Eighteen: Use of School Facilities	26
Article Nineteen: Employment-Related Assault	26
Article Twenty: Personal Injury Benefits	26-27
Article Twenty-One: Miscellaneous	27
Article Twenty-Two: Payroll Deductions	27-29
Article Twenty-Three: Adjustments of Grievances	29-31
Article Twenty-Four: Provisions for Reopening	31
Article Twenty-Five: Scope of Agreement	32-33
Article Twenty-Six: Length of Agreement	33
Signature Page	34

Rockland Education Association Agreement

AGREEMENT

THIS AGREEMENT made and entered into at Rockland, Massachusetts on May 22, 2006 by and between the School Committee of the Town of Rockland, Massachusetts hereinafter designated and referred to as the "Committee" and the Rockland Education Association located at Rockland, Massachusetts hereinafter designated and referred to as the "Association", which is an employee organization acting as the agent of certain of the Professional Employees in the employ of the Committee.

WITNESSETH

WHEREAS the Committee and the Association, in the manner and to the extent provided in this Agreement desire to enter into an agreement relating to salaries and other conditions of employment for the Professional Employees described in Paragraph 20 in this Agreement.

NOW THEREFORE in consideration of the mutual agreements herein contained and the performance by the Parties to this Agreement of the provisions and obligations hereinafter set forth, the Committee, the Association and the Professional Employees hereby mutually and jointly agree as follows:

Rockland Education Association Agreement

Article Two

RECOGNITION OF THE ROCKLAND EDUCATION ASSOCIATION

Paragraph 20. Subject to the terms of provisions hereinafter provided and in accordance with the provisions of Chapter 149 of the General Laws of the Commonwealth of Massachusetts the Committee, during the term of and to the extent provided in this Agreement, recognizes the Association as the exclusive collective bargaining representative with respect to salaries, wages and conditions of employment for the Professional Employees employed by the Committee in the bargaining units described as Unit A and Unit B as follows:

Unit A

All Classroom Teachers, Guidance and Adjustment Counselors and Nurses

Unit B

Assistant Principals, Directors, Chairpersons, and Coordinators

excluding the Superintendent and all other employees of the Committee. The term 'Professional Employees' shall include all the employees in the bargaining unit described in this Paragraph. Except as otherwise specifically provided in this Agreement and except when the Association is notified otherwise in writing, the Committee designates the Superintendent of Schools as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement. The provisions of this Paragraph are intended only to describe the Professional Employees covered by this Agreement and not any particular work and all references to a Professional Employee or Employees in this Agreement shall be deemed to include male and female employees as the case may be.

Paragraph 21. The Committee shall have and retain the right to control, maintain, operate and supervise the educational activities in the Rockland Public Schools: to select, train, assign, transfer and promote the Professional Employees and to periodically evaluate and determine their qualifications: to discipline, suspend or dismiss Professional Employees in the manner provided by law and to limit Association activities, the distribution of literature and solicitation for money or other purposes during working hours and on the premises under the control or supervision of the Committee: to organize the supervisory staff and the Professional Employees: to establish, change and discontinue the duties to be performed by the Professional Employees including the right to introduce improved methods, facilities, operations, processes, services and techniques: to establish, modify and enforce policies and regulations regarding studies, curriculum, textbooks, conduct, discipline, schedules and safety regulations and all other rights pertaining to the operation and management of the business of the Committee and the establishment and change of conditions of employment not specifically given in this Agreement to the Association or to the Professional Employees provided however, that the exercise of these rights shall not be contrary to any specific provisions of this Agreement.

Paragraph 22. Nothing in this Agreement shall limit or in any way restrict the right of the Committee to include employees employed by the Committee who are not in the bargaining units in the benefit programs as provided in this Agreement on a different basis than for employees in the bargaining units.

Article Five

TRANSFERS

Paragraph 50. A transfer of any professional person covered by this Agreement shall be made only when the Superintendent of Schools considers such transfer to be in the best interests of the school system or in the best interests of the person who is being transferred.

Paragraph 51. Any professional employee who wishes a transfer for the current or the following school year shall submit a written request therefor to the Superintendent of Schools between September first and the following August thirty-first. The Superintendent of Schools shall acknowledge every such request either in writing or by an interview, and the Superintendent shall render a written decision relative to the teacher's request for a transfer. If the Superintendent denies the request for the transfer he shall include his reasons for his action in his written decision to the teacher. A request for a transfer, which is denied, does not automatically carry over into the following school year, and every such request must be renewed annually if the individual continues to wish to be transferred.

Paragraph 52. When the School Superintendent decides to make an involuntary transfer of any professional person covered by this Agreement, the Superintendent of Schools shall first consult and meet with such person relative to the matter of the transfer as far in advance as practicable, and the Superintendent of Schools shall provide the teacher with a written statement of the reasons for the transfer. If the teacher objects to the transfer at the meeting with the Superintendent of Schools, the teacher shall have the opportunity to request a second meeting with the Superintendent relative to the matter of the transfer. At such second meeting, the teacher may be represented by the Rockland Education Association.

Paragraph 53. When the School Superintendent selects a professional employee for a transfer, the School Superintendent shall take into consideration the individual's seniority in the Rockland Public Schools, the individual's qualifications, certification and area of competence, the individual's major and minor fields of study, the quality of the individual's past teacher performance, the instructional requirements of the individual's new assignment, and the individual's willingness to be transferred.

Paragraph 54. None of the provisions of Article Five shall be subject to arbitration as set forth in Article Twenty-three except in cases in which a Professional Employee on tenure files a grievance alleging that he/she has been wrongfully transferred for disciplinary reasons on account of said employee's teachers evaluation. The provisions of Article Five may be subject to the grievance procedure which is contained in said Article Twenty-three: provided, however, that no grievance other than one alleging a wrongful transfer as described in the first sentence of this Paragraph shall go beyond Step #3 which is the step involving an appeal to the School Committee. Any Grievance which is appealed to the School Committee at Step #3 shall be discussed in open or closed session at the discretion of the grievant.

Article Eight

TEACHER EVALUATION

Paragraph 80. Evaluation of teachers is conducted in order to improve the quality of instruction to students. The main purpose of the evaluative report is to provide a constructive basis allowing teachers and administrators to engage in professional discussions leading to growth and development. Official classroom visitations are an important but not an exclusive source of evaluative data. The Principles and Standards for teachers will serve as a basis of teacher evaluation. Evaluation is essentially a continuous process of assisting staff and not just periodic written reports. Such evaluation emphasizes strengths on which a teacher can build, as well as weaknesses that need to be corrected or minimized. In all teacher evaluations, The Evaluation Process for Teachers as ratified by the Rockland Education Association, and by the Rockland School Committee on December 9, 1996, will determine evaluation process and procedure.

Paragraph 81. The teaching performance of a Professional Employee shall be observed openly and with the knowledge of the employee. A Professional Employee shall be given a copy of each Evaluation Report by his/her supervisors and he/she shall file a notification that he/she has received a copy of the Report.

Paragraph 82. A Professional Employee shall be permitted to review the contents of his/her personnel file except for confidential references and other confidential material received by the Superintendent at the time of the employment of said Professional Employee. The Professional Employee shall acknowledge the opportunity to review the contents of his/her personnel file. Whenever derogatory allegations have been placed in the file of a Professional Employee he/she shall have the right to answer such allegations in writing to the Superintendent and the answer shall be appended to his/her file.

Paragraph 83. Any teacher with professional teacher status covered by this Agreement against whom disciplinary measures are taken because of the contents of such employee's evaluation reports shall have the right to file a grievance which shall be processed as provided in paragraph 232 of Article Twenty-three of this Agreement; and no such disciplinary measures shall be taken except for good cause. When the Superintendent perceives a teacher to have any particular disciplinary problem or any other particular problem which may be described in an unfavorable manner on the teacher's Comprehensive Evaluation Report, the Separate Procedures for Dealing with Unsatisfactory Performance by a Faculty Member with Professional Teacher Status will be followed.

Rockland Education Association Agreement

Paragraph 93. In addition to the normal work day as provided in Paragraph 91, Professional Employees shall attend and participate in such afternoon meetings, conferences and related activities pertaining to educational programs as directed by the Superintendent or his deputy provided however that an employee shall not be required to attend and participate in such activities for more than one (1) hour on two (2) occasions in a single month on a day when classes are in session except by mutual agreement otherwise between the employee and the Superintendent. Professional Employees shall attend and participate in two (2) sets of parent-teacher conferences during each school year. Each set of parent-teacher conferences shall be comprised of three (3) conferences altogether, namely two (2) afternoon parent-teacher conferences and one (1) evening parent-teacher conference. The Superintendent of Schools shall endeavor when he finds it practicable not to schedule meetings on Fridays or on days preceding a holiday or a vacation period.

Paragraph 94. In addition to the provisions of Paragraph 93, Professional Employees may be required to attend two (2) evening meetings or events which are directly related to the educational program as directed by the Superintendent or designee. Evening meetings, other than parent conferences, shall not exceed two (2) hours in length.

Paragraph 95A(1). Secondary school teachers shall have a maximum of five (5) teaching periods per day for a total maximum of twenty-five (25) teaching periods per week, one (1) planning period per day for a total of five (5) planning periods per week, and a maximum of one (1) duty period per day for a total maximum of five (5) duty periods per week. A "teaching period" shall be defined as a period during which a teacher is instructing his pupils. A "planning period" as used in this Paragraph shall be defined as a period during which the teacher shall be assigned no duties by the School Department. A "duty period" shall be defined as a period during which the teacher shall be required to perform one of the following types of duties:

- 1) to supervise a group of students in some manner;
- 2) to meet with other teachers and Administrators relative to problems involving children with special needs; or
- 3) to assist with the competency based testing program.

A teacher may be asked only on a voluntary basis to carry out an assignment in the Principal's office which is of a purely clerical nature.

A(2) If, under certain circumstances, a substitute teacher is unavailable to cover a particular class, the Principal may at his/her discretion assign a teacher only during his duty period to cover said class.

A (3) A secondary teacher who covers a class during his/her planning period will be paid thirty-three dollars (\$33.00) per class as of July 1, 2006, thirty-four dollars (\$34.00) per class as of July 1, 2007, and thirty-five dollars (\$35.00) per class as of July 1, 2008.

A (4) A secondary teacher who teaches a sixth class will be paid three thousand two hundred thirty-five dollars (\$3,235) per each semester beginning July 1, 2006, three thousand three hundred sixty-four dollars (\$3,364) beginning July 1, 2007, and three thousand four hundred forty-eight dollars (\$3,448) beginning July 1, 2008.

A (5) Teachers providing Saturday Schoolwork will be paid one (1) hour per week at the contractual hourly rate.

Paragraph 95B(1). Department Coordinators except for the IMC Coordinator, the High School Special Needs Coordinator and the High School Head Art Teacher who supervise one (1) to four (4) teachers may be assigned to a maximum of four (4) teaching periods per day for a total maximum of twenty (20) periods per week. Department Coordinators who supervise five (5) to seventeen (17) teachers may be assigned a maximum of three (3) teaching periods per day for a total maximum of fifteen (15) periods per week. Department Coordinators who supervise eighteen (18) or more teachers may be assigned to a maximum of two (2) teaching periods per day for a total maximum of ten (10) teaching periods per week.

