

# **Collective Bargaining Agreement**

**Between**

**THE GLOCESTER TEACHERS' ASSOCIATION  
LOCAL 813 NEARI/NEA**

**and**

**THE GLOCESTER SCHOOL COMMITTEE**

**JULY 1, 2016 – JUNE 30, 2019**

## ARTICLE 1 GENERAL

A. The Committee and the Association recognize the importance of orderly, just and expeditious resolution of issues which may arise as the result of these provisions of this Agreement dealing with salaries and conditions of employment under Chapter 9.3 of Title 28 of the General Laws of Rhode Island and accordingly agree herein upon a grievance procedure for the effective processing of such disputes.

However, this Agreement includes a reaffirmation by the Association that nothing contained in this Contract shall be construed to accord to the certified public school teachers employed by the Glocester School Committee the right to strike or to participate in a work stoppage of any kind.

B. The Committee and the Association accept the provisions of the Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill. (Modified by Memorandum of Agreement dated 10/15/91)

C. The Committee and the Association also recognize the importance of stimulating responsible participation by the professional staff in the formulation of governing policy.

D. Subject to the provisions of Chapter 9.3 of Title 28 as the same may be amended, the Committee agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Except for such negotiations under Chapter 9.3 of Title 28, however, the Committee shall be free to communicate with teachers or their representatives, individually or by group, for whatever purpose the Committee may deem desirable in the discharge of its responsibilities.

E. The provisions of the Agreement shall become Committee policy. The School Committee agrees for the duration of this Agreement to adopt no policy in conflict with its provisions, and that any previously adopted policy, rule or regulation in conflict shall be superseded by the appropriate provision of the Agreement. However, nothing contained herein shall be construed to operate retroactively unless expressly stated, nor prohibit the Committee from adopting new policies not in conflict with the provisions of the Agreement.

F. Subject to the provisions of this Agreement, the Committee reserves and retains full rights, authority and discretion in the proper discharge of its duties and responsibilities to control, supervise and manage the Glocester School Department under governing laws, ordinances, rules and regulations. The Superintendent of Schools is the chief administrative officer of the School Committee and may delegate authority to his/her professional assistants, as s/he may deem necessary for the efficient and orderly operation of the schools.

## ARTICLE 2 RECOGNITION

A. On November 1, 1966, a secret ballot election was conducted among professional employees of the Committee in the Unit described in Section B below to determine which, if any, teacher organization they wished to have represent them in negotiating with the Committee. The Association was duly elected as the representative of the professional employees in the Unit. In these circumstances, the Committee has determined that the provisions of Chapter 9.3 of Title 28 will properly be effectuated by entering into this Agreement with the Association as the exclusive representative of the professional employees in the Unit.

B. Subject to and in accordance with the provisions of Chapter 9.3 of Title 28 of the General Laws of Rhode Island, the Committee recognizes the Association for purposes of professional negotiations as the exclusive representative of all certified professional employees (hereinafter generally referred to as Teachers) below the rank of Assistant Principal, employed and engaged in positions requiring a teaching or special services certificate.

C. The Association agrees to represent equally all teachers without regard to membership or participation in, or association with the activities of, the Association or any other employee organization in the Gloucester School System.

D. Communications:

The Committee and the Association recognize the value of effective communications between all levels of the school system and agree that:

1. Exclusive of Executive Sessions, members of the Association are welcome to attend all regular and special School Committee meetings. Permission will be granted for representatives of the Association to speak at such meetings in conformance with procedural rules adopted by the Committee for the general public.

2. All Building Principals shall meet individually with their Building Representative for matters of mutual concern at least once each month at the request of either party.

3. The Superintendent of Schools and GTA President shall schedule monthly meetings to discuss matters of mutual concern, as necessary, to provide for informal opportunities to enhance communications, to resolve issues of mutual concern and to discuss matters of mutual interest. School Committee members and other administrators may be invited to meetings to discuss specific issues and/or help address various matters.

### ARTICLE 3 TEACHING HOURS AND TEACHING LOAD

The Committee and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the system.

#### A. Work Day

1. All certified personnel on the salary schedule shall report five (5) minutes before the start of the school day, and shall remain fifteen (15) minutes after the close of the school day. With prior approval of the Building Principal or his/her designee, the teacher may leave the building prior to the fifteen (15) minutes after the close of school for special purposes such as, but not limited to, attendance at afternoon classes, family emergencies, etc. The length of the work day shall be no more than six (6) hours and forty-five (45) minutes.

#### B. Work Year

1. The work year for teachers covered by this Agreement shall be one-hundred and eighty-two (182) days, plus additional time for parent-teacher conferences as set forth in Section (C)(3), as follows:
  - a. The statutorily prescribed number of instructional days, currently one hundred eighty (180) days:
  - b. One (1) day to be used for six (6) hours of professional development to be distributed over the course of the school year. The times and topics will be mutually-agreed upon by the GTA president, team leaders and the Administration.
  - c. One (1) day divided equally between classroom preparation and professional development;
2. Hourly compensation for any curricular work or professional development work outside of the school day that a teacher agrees to perform, loss of preparation time due to coverages, for attendance at any special education IEP meeting which extends past the regular school day, and for summer school programs approved by the Committee, shall be at a rate of \$42.00. However, no time spent in After-School Meetings shall be paid under this section for activities pursuant to section C below.
3. All work performed beyond the one-hundred and eighty-two (182) days must be approved in writing by the Superintendent in advance of the performance of said work.
4. New personnel, media specialists, guidance counselors and nurses may be required to attend an additional orientation session of not more than one (1) day.

C. After School Meetings

1. Teachers agree to remain after school for one (1) hour to attend Staff Meetings called by the Principal not to exceed a total of ten (10). When feasible, the Principal will provide the staff with an agenda for the staff meeting 24- hours before the staff meeting. Except in emergencies, no more than two (2) meetings shall be held each month. These meetings will be used for purposes determined by the School Administration. The dates for these staff meetings shall be published as part of the official school year calendar at the start of the school year.
2. As part of a teacher's professional responsibility, active participation in evening activities (not to include social functions), not to exceed two (2) per year may be required. Teachers are required to attend the open house / meet the teacher night and one event of their choice. This may include participation in one (1) evening activity sponsored by the Parent-Teachers' Organization or such other like group which may be recognized by the Gloucester School Committee and the Gloucester Teachers' Association. When a teacher is not full time by contract, s/he is to attend Open House/Meet the Teacher Night.
3. Parent-Teacher Conferences

Parent-teacher conferences will take place one afternoon/evening each school year on a date and time to be mutually-agreed upon by both the parties.

Kindergarten teachers who require more time to meet with parents may request a substitute from Administration.

- D. Teachers shall have a lunch period of thirty (30) minutes, free from duties, except in an emergency.

- E. All classroom teachers will be provided with forty-five (45) consecutive minutes each full day of work for the purpose of preparation time, exclusive of recess and lunch. The preparation time will be provided in their workspace, whenever possible. For purposes of this provision, classroom teachers shall mean grade level (K-5) teachers, art teachers, librarians, physical education teachers, health teachers, computer teachers, music teachers, special education teachers (resource and self-contained), reading specialists, speech pathologists/therapists, math specialists, reading teachers, literacy teachers and instructional coaches of all types.

Preparation periods for teachers who work less than a full-time day shall be pro-rated based upon the length of the teacher's day. For example, a teacher who works a half day (3 hours and 22 minutes) shall receive a 22-minute preparation period.

Special services personnel shall receive preparation time totaling not less than one hundred fifty (150) minutes per week, exclusive of lunch and recess. For purposes of this

provision, special services personnel shall mean the school psychologist, social worker, DPT, nurse, and guidance personnel.

One preparation period per week shall be scheduled as common planning time, where teachers shall meet with their peers on common educational goals. If the school week is less than five days, all remaining preparation periods are to be used at the teacher's discretion.

- F. 1. It is the policy of the School Committee that a reasonable, good faith effort shall be made to hire substitutes to cover classes of teachers when they are absent. In the event of the absence of a member of the certified staff and if no certified substitute is available, an additional class may be assigned and compensated at the rate listed in Article 3(B) (2). The teacher will be responsible for submitting a form for compensation on the next payroll. If a class is divided, teachers assigned those students will share in the additional compensation equally.
- 2. When a special area teacher is in charge of a regular teacher's class, the classroom teacher may leave the room.
- 3. With prior approval of the Principal, teachers may leave the building during their lunch period. The Principal shall make arrangements for a procedure to be followed if he or she is not in the building at the time.
- G. Teachers may be required to participate in professional development activities beyond normal working hours only after prior agreement with the GTA.
- H. There will be a fifteen (15) consecutive minute block contained within the day to be used for but not exclusive to parent communication, data review, etc.

#### **ARTICLE 4 PROFESSIONAL DEVELOPMENT**

- A. Professional Development Philosophy:

Professional and curriculum development are critical components in the improvement of student learning. Professional and curriculum development must focus on improving the ability of educators, schools and school systems to prepare all students to meet high standards. To that end, planning for professional and curriculum development should be part of the school and district planning processes. Such planning includes a partnership between the Parties to this Agreement to collaborate on the: development, implementation, and evaluation of the district's professional and curriculum development programs. The activities of the professional and curriculum development programs should support the student achievement goals of the district.

B. Team Leader Committee.

The parties agree to establish a Team Leader Committee (hereinafter, the TLC). The TLC shall be comprised of a total of eight teachers; one (1) teacher from each grade level K-5, one (1) specialist, and one (1) special educator. All appointments shall be district-wide. Applicants for the positions shall submit a letter of intent and resume to the Superintendent by June 30. The appointments shall be limited to a two-year term, at which point all team leader positions shall be reposted and new candidates shall be selected. The selection of the team leaders shall be at the sole discretion of the Superintendent.

C. Responsibilities of the TLC.

The primary duties of the Team Leaders shall be to aid and assist in the acquisition and dissemination of district and state directives to their peers. They shall participate in training of district and state initiatives in order to work cooperatively with principals, coaches, and consultants to distribute information to teams. The Team Leaders shall commit thirty (30) hours beyond the school day to their work, and shall keep a log of their hours to be presented to their building principal by May 15 prior to the close of the school year. The Team Leaders shall receive a stipend above the salary that s/he would receive in Appendix A of this agreement. Such stipend is also listed in Appendix A.

D. Professional Development/Training

Professional Development days are included in the Work Year during the term of this Agreement as provided in Article 3.

The GTA along with the administration shall determine where the additional days are placed within the school year (August – June). Professional Development days may be inserted in the calendar exclusive of holidays or weekends or appended to the school year immediately prior to the first weekday on which students are scheduled to report or the first weekday after the last day on which classes are held. Any additional voluntary days offered by the Committee not required in Article 3.B.1 shall be compensated \$42 per hour per Article 3. B.2.

E. Curriculum Development

The Committee and the Association recognize the need for curriculum development and development of goals and objectives. Both parties pledge their support of this endeavor. It is agreed that all teachers will assist in determination of curriculum needs and methods for meeting them.

**ARTICLE 5**  
**TEACHING ASSIGNMENTS AND TRANSFERS**

- A. Each teacher shall be notified in writing of the school to which he/she will be assigned, the grades and/or subject he/she will teach, and any special or unusual classes or assignments that he/she will be assigned. This notification shall be made as soon as practicable, but in any case, not later than ten (10) school days prior to the last school day of that school year. In the event of a resignation, death, emergency, or promotion during the months of May through August, such assignments may be changed as required to meet the situation, and notification shall be made to any teacher concerned as soon as such a decision is made. Programs and schedules shall be available to teachers on Orientation Day. Tentative class lists shall be available upon request after August 1 preceding the opening of school.
- B. In order to assure that students are taught by teachers working within their areas of competence, teachers shall not be assigned except in accordance with the regulations of the State Department of Education and Board of Regents of their teaching certificates and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor field of study. No application for emergency certification shall be initiated without the written approval of the teacher involved.
- C. Teachers who desire any change in assignment shall avail themselves of the Job Fair procedure outlined in Appendix B.

**The Memorandum of Agreement dated April 26, 2011 between the parties related to the Job Fair shall remain in effect for the duration of this agreement. (Appended as Appendix E.)**

- D. In the determination of assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and pupils. If more than one (1) person has applied for the same position, the person best qualified shall be appointed. If qualifications are equal in the opinion of the School Committee, seniority in the Gloucester School System will control the selection. When an involuntary transfer occurs, the most junior teacher will be transferred first provided, however, that such transfer does not conflict with the instructional requirements of the school system. An involuntary assignment or transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the assignment or transfer. In the event that a teacher objects to the assignment or transfer at this meeting, the Association, will upon request of such teacher, send a representative to meet with the Superintendent or his/her designee to discuss the assignment or transfer.
- E. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable.



- F. Teacher assignments and transfers shall be made without regard to age, race, creed, color, religion, nationality, political affiliation, sex, or marital status.

## **ARTICLE 6 PROMOTIONS**

- A. Promotional positions are classified by the Committee as those paying a higher salary differential and/or positions on the administrator-supervisory level.
- B. All vacancies in promotional positions shall be filled pursuant to the following procedure:
  - 1. Vacancies shall be publicized by notifying the President of the GTA and by posting a notice in the faculty room of each school during the school year and in a newspaper of general circulation in Gloucester when deemed appropriate by the Superintendent and the GTA. Postings shall be for a minimum of fourteen (14) days, including Saturday and Sundays unless a shorter period is agreed to by the parties.
  - 2. Said notice of vacancy shall set forth a general description and qualifications for the position, including the anticipated duties and salary information and the final date on which applications will be accepted.
  - 3. Teachers who desire to apply for such vacancies shall file their applications, along with a resume of qualifications and other pertinent information, by the date specified in the notification as the final application date. If two (2) candidates are held to be equally qualified, as determined by the Superintendent, the one with the higher seniority in the Gloucester School System shall be appointed.
- C. All vacancies (as defined above in the case of promotional positions) for specialists and/or special project teachers shall also be filled in accordance with the procedure set forth in Paragraph B above.
- D. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, political affiliation, sex, or marital status.
- E. If such need to fill an aforesaid vacancy arises during the summer months, notification shall be forwarded by the Office of the Superintendent to all eligible teachers not less than one (1) weeks prior to the closing of applications. In deciding who shall be notified and how notification shall be made, the Superintendent and a representative of the Association shall act in concert.

## **ARTICLE 7 TEACHER FACILITIES**

To the extent feasible and provided that no substantial capital investment is necessary, the Committee will provide in each school building:

1. Space in which teachers may safely store instructional materials and supplies.
2. A teacher workroom containing equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room to be used as a Faculty Lounge and Lunchroom.
4. Facilities of the sorts enumerated above shall not be diminished or discontinued except with the concurrence of the Association.

## **ARTICLE 8 CLASS SIZE**

- A. Except in case of demonstrable emergency caused by unforeseen enrollment increases, or lack of classroom facilities the Gloucester School Committee's intent is to adhere to class pupil maximums as follow:
- |              |             |
|--------------|-------------|
| Grades K – 1 | 20 students |
| Grades 2 – 3 | 23 students |
| Grades 4 – 5 | 25 students |

In the event of an overage, the Superintendent will make a recommendation to the School Committee regarding appropriate remedy. If the Teachers' Association does not agree with the remedy, it may be grieved to the School Committee in accordance with D below. Classes containing a concentration of educationally disadvantaged students will be kept at a minimum as determined by the Principal in consultation with the professional staff.

- B. The composition and size of special education classes shall be in accordance with state law.
- C. The foregoing provisions are subject to modification for educational purposes such as large/small group instruction, team teaching, specialized or experimental instruction.
- D. The Association agrees that grievances filed on class size exceeding the contractual maximum in Article 8 by one (1), shall not be pursued beyond Level Four (School Committee) of the grievance procedure. Grievances involving class sizes over the above-indicated maxima may, at the option of the Association, be taken to arbitration. The Committee agrees that split grade classes are generally undesirable, but, occasionally

dictated by otherwise unavoidable circumstances. In any case, no class plan shall be developed using split-grade classes for the purpose of effecting a reduction in staff.

## **ARTICLE 9 TEXTBOOK AND SUPPLIES**

- A. The School Committee and the Teachers' Association realize that quality education depends upon sufficient supplies to carry on the learning process. The School Committee agrees to supply adequate materials to meet the needs of the educational program of the Gloucester Schools.
- B. The parties agree that it is the responsibility under state law for the School Committee to select text books. The Committee agrees that before a change in text books and/or reference text is made, or before additional text or reference books are selected, the Principal or his/her designee will discuss the proposed changes or additions with the teachers involved. Recommendations of the teachers shall be forwarded to the Principal who shall then forward them to the Committee prior to the Committee's final action on the purchase of said text books.
- C. The Committee agrees to make every effort to have all supplies ordered available by the opening of school. Prior to the opening of school, each teacher may examine the Purchase Orders to ascertain the disposition of his/her request.

## **ARTICLE 10 SPECIAL SERVICES PERSONNEL**

- A. The Committee agrees to hire sufficient specialists to ensure that each Kindergarten through five (K-5) student receives at least forty-five (45) minutes per week in music, art, library, health, and physical education. The student will also receive technology instruction at least every other week. Further, sufficient specialists will be hired to implement appropriate programs in remedial reading and speech. The initiation of a new or pilot program in remedial reading or speech will not result in the diminishment of student services.
- B. Teachers who are assigned to travel between schools shall be compensated for such travel at the current IRS allowed rate calculated mile for mile.

## **ARTICLE 11 DUTIES**

The Committee agrees not to assign teachers the following duties except in times of emergencies:

1. Assignments including supervision of playgrounds during general recess, supervision of hot and cold lunch periods, and supervision of bus arrival and departure.
2. Duplicating instructional and other materials and calculating attendance records.

Teachers may be called upon to perform the above duties when auxiliary school personnel are unavailable due to absence or layoff, but unavailability shall not include the assignment of auxiliary school personnel who are present to duties not listed above. To the extent possible, these duties shall be rotated among teachers on an equitable basis.

Auxiliary school personnel shall not include those paraprofessionals who are assigned to students with a disability pursuant to an individual educational plan.

The Association agrees to cooperate with the Administration in working out policies and programs and effective utilization of time and effort of auxiliary school personnel and of teachers who are thus freed from certain duties.

## **ARTICLE 12 SUMMER SCHOOL**

In the event that a Summer School Program is initiated by the School Committee, the Association will be invited to confer with the Committee in planning any such program. Summer School compensation is provided for in Article 3, Section 3.B. 2.

## **ARTICLE 13 PROTECTION**

- A. Teachers shall immediately report to their Principal in writing all cases of assault and/or injury suffered by them in connection with their employment.
- B. Such report shall be forwarded through the Superintendent to the Committee which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.
- C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request

the Committee to furnish legal counsel to defend him/her in such proceedings. If the Committee does not provide such counsel and the teacher prevails in the proceedings, then the Committee shall reimburse the teacher for reasonable counsel fees incurred by him/her in defending the proceedings. However, the teacher must first utilize any other sources of financial aid he/she may be entitled to for this purpose.

- D. Teachers who are injured in the line of duty shall be entitled to receive full pay during said period of incapacity, said pay to be charged to sick leave. When a teacher exhausts sick leave, then full pay shall continue until the teacher returns to work or is placed on accidental disability pension.
- E. The Committee shall reimburse teachers to the limit of its insurance coverage for any clothing or personal property damaged or destroyed in the course of employment, provided damage has not been caused by the teacher's negligence.

## ARTICLE 14 SICK LEAVE AND ABSENCES

### A. Sick Leave

Each full-time teacher is entitled to sick leave with full pay up to fifteen (15) days in each year. Unused sick leave shall be accumulated from year to year.

In addition, the Committee agrees to provide disability insurance as provided in Article 15.D. When a teacher commences to receive disability insurance payment, sick leave entitlement shall cease. Leave for a part-time teacher is prorated.

1. Upon retirement as defined by provisions of the State Teachers' Retirement Act, or death (but not resignation) those teachers hired on or before June 30, 2006 or the beneficiary of any teacher hired on or before June 30, 2006 will be paid for all accumulated unused sick days in the manner he or she elects from the following options:

Option A. A teacher shall be paid for 15 percent of his/her accumulated sick days at his/her then per diem rate.

Option B. A teacher shall be paid for all accumulated unused sick days up to but not in excess of forty-five (45) days, if, at the time of such retirement or death, the teacher has accumulated sixty (60) sick days of leave, and providing the teacher has been in the system for a minimum of ten (10) years. Permanent part-time teachers working two-fifths (2/5) of a week or more shall receive the above benefits on a prorated basis.

Teachers hired after June 30, 2006 shall not be entitled to an election of payment options and will be paid in accordance with Option A (above).

2. The School Committee reserves the right to request any teacher to present a doctor's certificate after three (3) consecutive days' illness.

3. The School Committee also reserves the right to require a complete examination of a teacher by a physician designated by the Committee. The Committee will pay for said examination.
4. Disabilities caused or contributed to by pregnancy, and recovery therefrom are temporary disabilities and shall be treated as any other disability under this Article and other Articles of this Contract.

B. Absence Due to Illness in the Family

Absence due to illness in the family shall be charged to accumulated sick leave. Whenever it is known that a member of the bargaining unit will be on long term leave under this Section, after two (2) consecutive days, arrangements will be made with the Superintendent. Failure to do so will result in the teacher being placed on leave without pay.

Teachers are expected to provide the Superintendent with periodic reports as well as the expected return date.

C. Leave Without Pay

Upon request the Committee shall grant members of the bargaining unit leave of absence without pay not to exceed eighteen (18) calendar months. The teacher must notify the Superintendent in writing of her/his requested dates of leave at least sixty (60) days prior to the respective dates of intended leave. If the teacher requests to return prior to the approved return date, approval by the Committee is required. Upon her/his originally-planned return the teacher shall be placed in the assignment s/he left except in the case where the original assignment no longer exists, then the teacher shall be placed in a comparable position. If a member returns at any time prior to the beginning of a semester, the Committee reserves the right to temporarily assign the member in another position so as not to disrupt the educational goals of the system. Teachers shall have the option of remaining covered under health and dental insurance by reimbursing the School Department at the group rate.

D. Professional Leave of Absence

A teacher may be granted a days' absence for professional reasons upon approval of the Superintendent provided such professional reason is for the benefit of the School System as well as the individual. Additional days may be granted at the discretion of the Superintendent. Teachers who perform services for another district and who may be entitled to receive pay for such services from the other district or source other than the Gloucester School District, shall have the option of either (1) remitting their regular pay to the district and keeping the compensation received from the other district or outside source, or (2) keeping their regular pay and remit the payment from the other district or outside source.

E. Education Fellowships/Scholarships

The School Committee agrees that leaves for an extended period of time for the purpose of participating as a Fellow or Scholar with either the U.S. Department of Education or the Rhode Island Department of Education may be granted upon recommendation of the Superintendent and approval by the School Committee. Leaves for an extended period of time for the purpose of participating as a Fellow or Scholar with any other agency, institute, foundation, college, or university may be granted upon recommendation of the Superintendent and approval by the School Committee.

F. Sabbatical Leave

Desiring to improve professional performance and to encourage independent research and achievement, the Committee hereby initiates the policy of Sabbatical Leave for teachers to be granted by the School Committee upon recommendation by the Superintendent for approved scholarly programs in an academic institution subject to the following conditions:

1. Request for sabbatical leave must be received by the Superintendent in writing and in such form as may be required by the Superintendent no later than March 1 of the year preceding the school year in which the sabbatical leave is requested.
2. The teacher shall have completed at least seven (7) consecutive full school years of service in the Gloucester Public Schools.
3. Teachers on sabbatical leave shall receive the difference between the maximum and minimum steps on the basic Bachelor's Degree salary schedule for a full year's leave and one-half (1/2) of that figure for a semester's leave. Payment will be made on a quarterly basis. Blue Cross coverage will continue to be provided by the Committee. Life and long-term disability insurance coverage may be continued at the teacher's expense.
4. The teacher shall agree in writing to the following:
  - a. Subsequent to the granted leave, to return to employment in the Gloucester School System for at least one (1) complete Contract year. Upon such return, the teacher shall be placed on the appropriate step in the salary schedule as though the teacher had not been on leave.
  - b. Should the teacher fail to fulfill the requirement of returning, except where such failure to return is beyond the control of the teacher, or should he/she drop out of the approved program, except where such disenrollment is beyond the control of the teacher, he/she shall be required to return all salary received from the Gloucester School System during his/her sabbatical leave and shall reimburse the Gloucester School System for any

healthcare and/or dental insurance premiums paid by the school system on the teachers' behalf.

5. No more than two (2) teachers from the school system shall be absent on sabbatical leave at any one time.
6. Upon return the teacher shall be placed in the position he/she left or a comparable position.
7. A teacher on sabbatical leave must notify the Committee of his/her intent to return to teach in the Gloucester Public Schools, in writing, on or before January 15th preceding the start of the school year.

G. Death in the Family

In the case of death in the family or other person who has a substantial relationship with the teacher, a reasonable number of days' absence at full pay will be allowed to a teacher dependent upon a recommendation by the Principal and at the discretion of the Superintendent.

H. Jury Duty

The Committee will pay the difference between the pay as a juror and the pay as a teacher when a teacher is called to perform his/her civic duty as a juror.

I. Military Leave for Two Weeks Active Duty

When requested, the Committee may grant leave up to ten (10) teaching days and will pay the difference between the per diem pay of the military and teaching.

J. Credit for Military Service

If called to Military Service during the school year, a teacher shall receive credit for time spent in the Military Service for purpose of placement on the salary schedule. This time, however, shall not count toward fulfilling tenure requirements. Unused sick leave accumulated prior to entering military service will be retained.

K. Personal Leave

Each teacher shall be entitled to two (2) days non accumulative personal leave each year. Notification to the Principal of intent to use a personal day will be made in advance, if possible, except in the event of an emergency, or with the approval of the Superintendent. A personal day may be used and connected to a long weekend, holiday, or vacation upon submitting a written request to the Superintendent or her/his designee, which requests will be granted on a limited basis upon the availability of substitutes in the district. At the end of the school year, all unused personal days will be converted to sick leave. (Note:



Personal days will no longer be charged to sick leave, but instead will be in addition to sick leave. [ 1996-1999]). Leave for a part-time teacher is pro-rated.

L. When issued a court subpoena, a teacher representing the Gloucester School Department will be paid at the full per diem rate not to be charged to said teacher's sick or personal leave.

M. Sick Leave Bank

A Sick Leave Bank will be established and will be administered by the Sick Leave Bank Committee. The Sick Leave Bank Committee shall be comprised of five (5) members, three (3) of whom will be appointed yearly by the Association President, and two (2) of whom shall be appointed by the Superintendent of Schools or his/her designee. Decisions of the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure.

1. A Sick Leave Bank will be established for extended serious illness of teachers with each teacher voluntarily contributing one (1) day per year. Teachers who wish to contribute must make an initial contribution to the Sick Leave Bank by October 1st of the school year. The Committee may assess additional days if needed. All contributors will be obligated to participate for the year long period. Only those teachers contributing to the Sick Leave Bank may receive an allocation of Sick Leave from the Sick Leave Bank.
2. Unused days in the Sick Leave Bank shall carry over to the successive October.
3. The Sick Leave Bank may only be used after the individual teacher has reduced his/her accumulated sick days to ten (10).
4. Any teacher requesting leave from the Sick Leave Bank must provide, at his/her expense, medical documentation concerning the nature and anticipated duration of his/her illness. Documentation of catastrophic illness/injury of the teacher's spouse/partner or immediate family member will also be required.
5. Record keeping of the Sick Leave Bank shall be the responsibility of the Gloucester Teachers' Association and monitored by the Superintendent or his/her designee.

N. In the event that no personal days are available for an emergency, each teacher shall have available to them two (2) non-accumulative emergency days each year which will be charged to sick leave. An emergency is defined as but not limited to: fire, natural disaster, or weather occurrence that prohibits the teacher from attending work on said day. This day is to be used only in the instance of such an occurrence and subject to approval by the Superintendent. Approval may require the teacher to provide documentation.

**ARTICLE 15**  
**INSURANCE AND OTHER FRINGE BENEFITS**

A. Insurance

The School Committee shall provide a life term insurance policy of fifty thousand dollars (\$50,000) for all teachers, at no cost to the employee. Members of the GTA may purchase additional life insurance coverage at the group rate to include any service fees incurred by the Business Office.

The policy would contain the following provisions:

1. Level term to age 65
2. Reduce to one-half (1/2) benefit from 65-70
3. Conversion possibility upon leaving the system
4. Twenty-four (24) hour coverage

B. Health and Dental Insurance

The District shall provide a health and dental plan which shall contain benefits as provided for in the Summary of Benefits as appended hereto and incorporated by reference.

Effective January 1, 2017 the health insurance package will be a 500/1,000 deductible plan (Appendix F).

This benefit plan shall consist of benefits as set forth in the current Summary of Plan Benefits of Blue Cross HealthMate and Delta Dental Plan III, Individual and IV family:

Primary care physician office visits: \$15.00

Specialist office visits: \$25.00

Urgent care fee: \$50.00

Emergency room fee: \$100.00

Prescription plan: \$7.00/\$30.00/\$50.00

The school committee reserves the right to provide the above coverage through the health and dental insurance companies of its choice, pursuant to RI General Law § 28-7-49.

Employees shall contribute on pre-tax basis by payroll deduction twenty (20%) percent of the premium cost of the health and dental plans they select.

For each contract year the employee's premium co-share shall be calculated based upon a maximum increase of eleven (11%) percent per year of the 2014 – 2015 premium cost.

This provision shall expire at the end of the current contract period.

Employees newly hired shall have a health co-share for their first year of employment pro-rated based upon their initial date of coverage.

Effective June 30, 2011, employees laid off at the end of a school year shall have their medical and dental coverage end as of June 30, subject to the employee's right to purchase coverage pursuant to COBRA. Employees who are laid off at the end of the school year, and who are rehired before the beginning of the next school year, and who do not elect to receive unemployment compensation for the between term period, shall be reimbursed the cost of the medical and dental coverage.

C. Disability Insurance

The School Committee will continue to provide disability coverage for teachers. The coverage will include the following benefits:

1. Level benefit to age 65, or at time of retirement or disability retirement
2. Waiting period of ninety (90) days
3. Benefits will be in addition to other benefits paid
4. Twenty-four (24) hour coverage
5. Sixty percent (60%) of salary

D. Buy-Back Provision

Employees who are eligible for the Family or Individual medical and dental plan and who choose not to receive coverage shall receive a yearly payment of \$2,000 (family plan).

Employees who elect not to receive either medical or dental coverage shall have the payment pro-rated based upon the percentage cost of each program.

Teachers who opt for the buy back provision shall notify the Superintendent by June 1 of each school year for the next school year. For persons reentering the system, a pro rata adjustment will be made. For persons leaving the system before the completion of the teaching year, deduction will be made from the final checks for unused coverage.

- E. Certified personnel, hired after July 1, 1999 employed 2.5ths time or more will receive fringe benefits on a pro-rated basis. Currently employed personnel will continue to receive benefits as are currently given. All Article 15 buy-backs shall be pro-rated. (Memorandum of Agreement dated 11/15/90)

## ARTICLE 16 TEACHER EVALUATION

**The parties agree to negotiate the impact of the RIDE requirements regarding teacher evaluations upon final implementation.**

- A. All observation of the work performance of a teacher will be conducted openly. The use of eavesdropping, public address or audio systems and similar surveillance devices, shall be strictly prohibited. Teachers will be given a copy of any evaluation report prepared by their superior and will have the right both to sign and comment in writing upon it and to discuss such report with their superiors before it is submitted to central administration or placed in their personnel files.
- B. Any complaints regarding a teacher made to the administration by any parent, student, or other person will be called to the teacher's attention as soon as possible but no longer than twenty-four (24) hours.
- C. No teacher will be arbitrarily disciplined, reprimanded, deprived of any professional advantage, or reduced in rank or compensation. An aggrieved party shall have full recourse to prescribed grievance.
- D. The Association agrees to appoint a number of teachers, as determined by the Superintendent to serve on a committee with representatives of the Administration and School Committee to study teacher evaluation procedures for the purpose of improvement of instruction and a more effective means of assessing teacher performance which may eventually be used in the Gloucester Schools. The teachers on the committee will serve as resource persons.

## **ARTICLE 17 TEACHER FILES**

All teacher files shall be maintained under the following circumstances:

1. No material excluding references and information obtained in the process of evaluating the teacher for employment, which is derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall 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 signified that he/she has read the material. Such signature does not necessarily indicate agreement with its content.
2. A teacher shall have the right to answer any material filed and his/her reply shall be attached to the file copy.
3. Upon request, a teacher shall be allowed to examine his/her file (exclusive of confidential Placement Office material and job references) in the presence of the Superintendent or Principals or their authorized representative. The teacher shall make a dated and signed acknowledgment of each such examination of his/her file (at the time of the examination).
4. Upon receipt of a written request, the teacher shall be furnished a single reproduction of any material in his/her file, excluding confidential Placement Office material and job references obtained in the process of evaluating the teacher for employment.

## **ARTICLE 18 GRIEVANCE PROCEDURE**

### **A. Definition**

1. A "grievance" shall be defined as an allegation by a teacher that he/she has been treated unfairly and that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. (The Association may grieve on behalf of a group of persons affected as defined above.)
2. An "Aggrieved Person" is the person or persons making the allegation.

### **B. Purpose**

It shall be the purpose of this procedure to resolve grievances at the lowest possible administrative level.

Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration.

C. Time Limit

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

D. Procedure

1. Level One

A teacher having a grievance shall first discuss it with his/her immediate superior; then, if necessary, with his/her Principal in an effort to resolve the matter informally, or file the grievance beginning at Level Two. The discussion at Level One shall be between the aggrieved and the immediate supervisor or Principal, however, an Association representative may be present to ensure that any settlement is consistent with the Contract.

2. Level Two

In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance, he/she must file the grievance in writing with the Building Principal and the Chairperson of the Association's PR & R Committee within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented whichever is sooner.

3. Level Three

In the event that the grievance is not resolved at Level Two, the Chairperson of the PR & R Committee shall refer it, in writing, to the Superintendent within ten (10) days after receipt of the decision at Level Two in the event no decision was rendered.

Within ten (10) days after receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved and the Chairperson of the PR & R Committee or his/her designee. At this time, the Superintendent shall hear the presentation of the teacher's grievance. The Superintendent shall render his/her decision within fifteen (15) days.

4. Level Four

In the event that the grievance is not resolved at Level Three, or if no decision has been rendered by the Superintendent within fifteen (15) days after hearing the grievance, the Chairperson of the PR & R Committee shall file the grievance in writing with the School Committee.

The Committee shall hold a public hearing on said grievance at its next regularly scheduled meeting if the grievance is received at least ten (10) school days prior to said regularly scheduled meeting, otherwise the hearing shall take place at the following regularly scheduled School Committee meeting. The School Committee may upon request hold an executive session on said grievance if the grievance relates to personnel problems, affecting character or performance of a particular teacher.

The School Committee shall render its decision in writing within fifteen (15) school days after said hearing.

#### 5. Arbitration

In the event that the grievance has not been settled using the procedure outlined above, the Association may proceed to arbitration. Notice of intention to proceed to arbitration must be communicated in writing to the Chairperson of the School Committee with a copy to the Superintendent by registered mail, return receipt requested, not later than ten (10) days following the decision of the School Committee.

Arbitration shall be conducted in accordance with the rules of the American Arbitration Association (Voluntary Labor Arbitration Rules). There shall be a single arbitrator, unless otherwise mutually agreed.

The arbitrator shall hear and decide only one (1) grievance in each case. He/she shall be bound by and must comply with all of the terms and provisions of this negotiated Agreement. He/she shall have no authority to add to, delete from, or modify in any way any of the provisions contained herein.

The decision of the arbitrator shall be final and binding on the parties and all concerned. The arbitrator shall render his/her decision within thirty (30) days.

#### E. General

1. An aggrieved person may be represented from Level Two on by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association or its affiliated organization.
2. If a grievance is not initiated within twenty (20) school days of the event or condition which gave rise thereto, it shall be considered null and void and no longer eligible for processing.
3. It is understood by the parties that a grievance shall be initiated at the lowest level at which remediation can be achieved.

## ARTICLE 19 SALARIES

- A. The salaries of all persons covered by the Agreement are set forth in Appendix A which is attached hereto and made a part hereof subject to the provisions of Article 25.
- B. Teachers shall be permitted to choose which of the following payment schedules they individually desire. Such choice shall be binding on the individual selecting it for one (1) year and shall be made or changed only by written application to the Superintendent not later than the third school day after the opening day of school. In each case the annual salary for certified personnel included in the Teacher's
- Salary Schedule as well as Additional Education Compensation and any additional payments, shall be added together and divided and paid in, commencing the second week of work in any school year. Payment options shall be as follows;
1. Twenty-six (26) equal installments paid in twenty (20) or twenty-one (21) biweekly payments and the remaining five (5) or six (6) installments paid in one (1) check at the end of the school year;
  2. Twenty-one (21) equal installments paid biweekly from the first pay period through June.
- C. All payments other than salary shall be made in one (1) lump sum at the close of the school year.
- D. For purposes of placement on the salary schedule, teachers new to this system shall be given full increment credit for previous public school experience in-state.
- E. All prior out-of-state public school experience and private educational experience in-state or out-of-state, which closely resembles or matches the work of a Rhode Island certificated professional in a public education system where public funds paid the tuition of the students served, shall be counted as the basis for one step on the salary schedule for every two such years to a maximum of five such steps.
- F. In those instances when, in order to attract or recruit an applicant for a vacant position, the Superintendent desires to give increment credit for experience different from or beyond that specified in D and E above, he/she shall give the GTA President/Executive Board written notice specifying the reason for doing so. No such credit may be given without the approval of the President/Executive Board of the Gloucester Teachers' Association. (Sections D, E and F reflect a Memorandum of Agreement dated 11/15/90.)



## **ARTICLE 20 DEDUCTIONS**

- A. Any teacher desiring to have membership fees in the Gloucester Teachers' Association, the National Education Association Rhode Island, and/or the National Education Association advanced from his/her pay shall file a request with the Office of the Superintendent by October 1. Upon such a request, the above named membership fees shall be paid by the Gloucester School Department in October and such advances deducted from the teacher's final pay check. Appropriate forms shall be provided by the Office of the Superintendent.

For those persons who do not choose to become members of the Association, the Agency Shop fees shall be deducted from their salaries. Agency fees will be deducted from teacher pays in the same manner as outlined in paragraph one and forwarded to the designated union recipient.

- B. Upon request, deductions shall be made for the following from a teacher's salary for a period of no less than one (1) year:
1. United States Savings Bonds
  2. Tax Sheltered Annuities
  3. United Fund
  4. Credit Union
  5. Membership Fees

## **ARTICLE 21 TEACHER REPRESENTATION RIGHTS**

- A. No party of this Agreement shall discriminate in any way against any teacher by reason of his/her membership or non-membership in, or participation or non-participation in the activities of the Association or any other employee organization.
- B. The School Committee agrees to consult with the Association before scheduling make-up days when such days shall be necessitated by closing schools for a number of days greater than the regular "snow days" allowance provided in the published calendar. The School Committee will notify the Teachers' Association President by October 1 as to when these make-up days will be scheduled.

The School Committee shall exercise final authority in the matter, and the foregoing shall, in no way, be interpreted as requiring approval of the Association.

## **ARTICLE 22 HEAD TEACHERS**

The Head Teacher of each building, in the absence of the Principal, shall assume the following duties in which the Principal is normally involved, in order to facilitate the efficient functioning of the school day.

- A. Head Teachers shall not evaluate other members of the bargaining unit.
- B. Head Teachers shall receive a stipend above the salary that he/she would receive in Appendix A of this Agreement. Such stipend is also listed in Appendix A.
- C. Job description and duties shall be determined by the administration in conjunction with the GTA.
- D. This position shall be appointed on a yearly basis.

## **ARTICLE 23 EARLY RETIREMENT INCENTIVE**

- A. A member of the bargaining unit who has served in the Gloucester School District for at least ten (10) years shall be eligible to receive the medical benefits of this Article provided that the teacher is eligible and enters early retirement on either Social Security or the State Teachers' Retirement System.
- B. Except under extraordinary circumstances, members shall notify the school committee of their intent to retire by February 1 of the year that they are retiring. In order to guarantee payment for accumulative sick leave by the second pay period during the month of July following retirement, as stated in Article 14.A.1, teachers must notify the School Department of their retirement by May 15 of the year they will retire. If the potential retiree's decision is made after May 15, the sick days' buyout may be paid out during the following year.
- C. A member of the bargaining unit, hired before July 1, 2010, shall receive individual medical coverage for a maximum of six (6) years, or until the first of the following occurrences:
  - 1. receipt of medical insurance from any other source;
  - 2. eligibility for Federal Medicare, Medicaid, or comparable medical;
  - 3. death;

Employees hired after July 10, 2010 shall not be eligible for this benefit.

Employees who retire prior to July 1, 2012 shall not be subject to the six (6) year maximum limitation.

Said member may, if he/she desires, purchase family coverage or additional individual for a spouse at their own expense.

If a retiree elects to cease coverage through the Gloucester School Committee for any reason (e.g., receipt of medical coverage through a spouse), he or she shall be permitted to recommence coverage at a later date, provided he or she is otherwise qualified under this subsection.

- D. Teachers hired before July 1, 2010, and who retire on or after July 1, 2012, shall pay the same co-payment of medical insurance premiums as then current employees.

## **ARTICLE 24**

### **SENIORITY**

- A. Seniority shall be defined as the years of continuous service in a position in the Gloucester School District as computed from the beginning date of employment, as determined by the School Committee resolution.
1. For those teachers employed in the Foster or Foster-Glocester School Districts and who were subsequently appointed or assigned to a teaching position in Gloucester shall have such prior service computed toward seniority in Gloucester.
  2. For the purpose of all Articles in the Contract in which seniority is mentioned, it shall be defined as above.
  3. For teachers with equal length of service, the involved teachers will draw lots in the presence of the Superintendent and the Association President.
  4. Seniority is broken upon termination or suspension for cause, retirement, refuses recall and/or resignation.
- B. A list will be updated in order of seniority by the Superintendent and posted by October 15 of each school year in all school buildings. If a teacher questions his/her position on the seniority list which cannot be resolved informally, the dispute shall be submitted to the grievance procedure. The seniority list shall include the teacher's name and current address, and the areas in which the teacher is certified. Teachers shall be required to update their certification status, if any, no later than September 15 of each school year. The School Committee shall not be responsible for honoring any certification update information which is not a matter of record by February 1.
1. In cases of unpaid leave of absence or when on layoff, such time shall not accrue toward seniority, but seniority shall not be broken.
  2. Seniority for part-time teachers shall be prorated (i.e., computed by the amount of time specified in the teacher's individual contract).

C. Layoff

1. On or before March 1 of each year, or such other date as may be fixed by law<sup>1</sup>, the School Committee shall notify all teachers who will be laid off.
2. Layoffs shall be in the reverse order of seniority of certification within the area in which the layoffs are to occur. To avoid layoff, teachers shall bump the most junior teacher in any area(s) in which they hold certification.

D. Recall

1. Any teacher laid off pursuant to this provision shall have recall rights in order of seniority.
2. The right to recall extends to any teaching vacancy in any area in which the laid-off teacher is certified.
3. In the event of a vacancy the Superintendent shall post the position in all school buildings and notify the President of the Association. Position(s) remaining unfilled after voluntary transfers shall be filled from the recall list.
4. When the School Committee intends to fill a position for which a laid-off teacher has certification, the Superintendent shall notify, by certified mail, return receipt requested, at the last known address, the teacher with the greatest seniority in the area of certification. That teacher will notify the Superintendent in writing of his or her intent to accept or reject the position within a period of fourteen (14) calendar days after receipt of notification.
5. If a notified teacher refuses to accept the position offered, or fails to respond to such notification within the above time limit, such teacher will lose all rights under this provision. Should this occur, the Superintendent will then notify the teacher with the next highest seniority in the area of certification of such vacancy, and the same procedure will apply.
6. Notwithstanding the foregoing, a teacher may reject recall, without waiving future recall rights, if the position rejected is for a shorter duration than the length of his/her original appointment.
7. No teacher shall forfeit recall rights by refusing to accept recall to employment requiring a different teaching load (that is, FTE) than was carried during their prior employment.
8. A laid off teacher so covered by this Article shall be entitled to the rights of this Article for a period of two (2) years from the date that the lay-off became effective. This right does not extend to a position in the third academic year.

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<sup>1</sup> RIGL 16-13-2.

(Example: a teacher laid off on May 30, 2015 will have recall rights through May 30, 2017.)

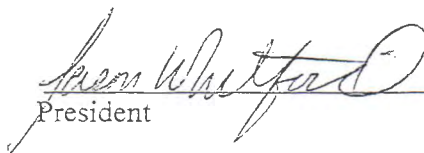
**ARTICLE 25  
DURATION**

- A. This contract is to be effective July 1, 2016 through June 30, 2019.
- B. Further, this Contract will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Committee or the Association gives written notice to the other not later than November 1st of the final year of this contract.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this  
15<sup>th</sup> day of September 2016

Glocester School Committee

Glocester Teachers' Association



Chairperson of Glocester  
School Committee

President

Glocester School Committee

Glocester Teachers' Association

## Appendix A Salary Schedule

### Raises

2016 – 2017	2%
2017 – 2018	2%
2018 – 2019	2%

Step	2016-2017	2017-2018	2018-2019
1	\$41,481	\$42,311	\$43,157
2	\$42,740	\$43,595	\$44,467
3	\$45,894	\$46,812	\$47,748
4	\$49,047	\$50,028	\$51,029
5	\$52,200	\$53,244	\$54,309
6	\$55,352	\$56,459	\$57,588
7	\$58,506	\$59,676	\$60,870
8	\$62,359	\$63,606	\$64,878
9	\$67,264	\$68,609	\$69,981
10	\$75,655	\$77,168	\$78,711

### Longevity

#### Years 2016 - 2019

11-17	\$613
18-24	\$941
25+	\$1225

### Additional Educational Compensation

#### 2016 - 2019

Doctorate	\$3,008
CAGS	\$2,785
*36 +. Masters'	\$2,674
*15+. Masters'	\$2,479
Masters' Degree	\$2,284
Bachelors' 30	\$2,018
Bachelors' +15	\$1,674

(In recognized prescribed Masters' Degree program)

Compensation for courses completed after conferral of Masters' Degree.

\*Copy of which must be on file in the Superintendent's Office.

Any member who has achieved academic advancement or who will obtain an advanced degree by September 1st must notify the Administration in writing on a form supplied by the Administration on or before April 1st for the salary increase to become effective in the next contract year.

**2016 - 2019**

Head Teacher	\$1,101
Mentor	\$1,101
Mentor Coordinator	\$1,101
Academic Web Coordinator	\$1,101
K Team Leader	\$1,101
Grade 1 Team Leader	\$1,101
Grade 2 Team Leader	\$1,101
Grade 3 Team Leader	\$1,101
Grade 4 Team Leader	\$1,101
Grade 5 Team Leader	\$1,101
Special Education Team Leader	\$1,101
Specialist Team Leader	\$1,101
Technology Coordinator	\$1,101

## **Appendix B**

### **Job Fair**

1. There will be two Job Fairs, one in June, at least one week before the end of school, and one in August, at least one week before the opening of school, if necessary. These Job Fairs will be held for all employed teachers interested in transferring to other positions.
2. A vacancy shall be defined as the availability of a full time or part-time position caused by a death, resignation, retirement promotion, discharge, or the creation of a new position.
3. Modified Positions.
  - a. Any part-time position that is made full time must be considered a new position and, therefore, a vacancy. Filling this vacancy should not prevent a layoff from being rescinded nor displace a teacher, unless the position is to be filled by a teacher who was involuntarily transferred from this position.
  - b. A full-time employee shall not be involuntarily transferred to a part-time position.
4. Leaves of absence of at least one year in duration (See Article 14.C):
  - a. The position goes to the Job Fair with the understanding that the position is temporary.
  - b. The position that the teacher left to take the temporary position is no longer his/hers; it goes to the Job Fair at the time that the teacher took the temporary job.
  - c. The teacher going on leave comes back to the same position at the end of the leave unless he/she has notified that the position will no longer exist. A teacher so notified will be placed in a comparable position in accordance with Article 14, Section C. The teacher who filled the temporary position will be either displaced or laid off depending on seniority.
  - d. If the teacher on leave does not come back at the end of the leave, the position is declared vacant and goes to the Job Fair.
5. The posting of all vacancies will be done at least ten (10) days before each Job Fair. Postings will be made available to all members (by mail if school is not in session).
6. Prior to each Job Fair, the following will take place:
  - a. Teacher who received layoff notices but have had the layoff notices rescinded are returned to the positions from which they were laid off.
  - b. If a teacher who received a layoff notice has not been called back, then that position is not considered available at the Job Fair.



- c. Teachers who were involuntarily transferred will be offered the vacancy that exists in a position from which that teacher was involuntarily transferred, unless such offer results in a displaced teacher being without a position.
  - d. In order to qualify for a position at the Job Fair; proof of certification must be on file at the Superintendent's office prior to the day of the Job Fair. If a teacher is certifiable and has applied for, but no received a certificate, the Superintendent must be notified prior to the Job Fair so that confirmation can be obtained from the State Department of Education.
7. Teachers who are interested in changing positions must attend the Job Fair if they want an opportunity to do so.
  - a. If a teacher can not attend a Job Fair, another member of GTA may be that teacher's proxy.
  - b. That teacher's proxy will have full responsibility to select a teaching assignment for the teacher represented.
  - c. The proxy form may be obtained from any GTA officer. The proxy form must be completely filled out and witnessed by any Officer of the GTA.
8. At each Job Fair, the following will take place:
  - a. The existing vacancies are offered to all employed teachers (including displaced teachers who did not receive a layoff notice) present at the Job Fair or represented by proxy.
  - b. All requests will be honored based on seniority and appropriate certification.
  - c. All vacancies created by voluntary transfers will be made available at the Job Fair.
  - d. If a position becomes available during the Job Fair from which a teacher was involuntarily transferred, that teacher has the first option and must at that time indicate his/her desire to accept that position.
  - e. A teacher may "bid" for and accept a position and then "bid" for and accept a subsequent position, relinquishing and first assignment during the Job Fair or at each of the Job Fairs.
  - f. No selection will cause a displaced, but not laid off, teacher to be without a position. No selection, with the exception of those teachers returning to positions from which they are involuntarily transferred, will be allowed under this procedure if the final effect causes the blocking of a recall of a teacher who was either employed or on the suspension/recall list at the time of the previous August Job Fair.
9. After the Job Fair, all vacancies which exist shall be offered to all teachers on the Recall List based on seniority and appropriate certification.

10. Vacancies which are created after the August Job Fair shall be filled by temporary employees who shall fill such positions for the duration of the vacancy or until the end of the school year, whichever comes first.
  - a. Teachers filling such positions for fewer than ninety (90) days shall have no rights to recall upon termination in accordance with School Committee policy.
  - b. All vacancies resulting from the termination of these temporary employees shall be included in the June Job Fair.
11. If the Committee, after the August Job Fair is held, reinstates all or part of a position that was cut for the current school year, the following will occur.
  - a. The teacher whose job was reduced or eliminated will be voluntarily transferred back to the position that has been reinstated. If that teacher does not want to be transferred, that teacher will remain where he/she is and will be taken off the Involuntary Transfer list and the reinstated position will follow Section 10, above.
  - b. If the teacher whose job was reduced or eliminated transfers back to the position that has been reinstated, then that reinstated position will not be posted at the June Job Fair of the current school year.
  - c. The position that was left vacant because of the transfer back to the reinstated position will be temporarily filled by the most senior teacher on the Recall list who is certified for that position. If there is no one on the Recall List, then the filling of that position will follow Section 10, above.
  - d. The position that was left vacant because of the transfer back to the reinstated position will go to the June Job Fair.
  - e. Any time during the first 45 days of school this procedure may take place. After the 45th school day, Section 10, above, will apply.
12. All assignments shall be made without regard to race-ethnicity, creed, age, color, religion, sexual orientation, nationality, gender, disability, or marital status.
13. If, at any time in the future, any circumstance arises that is not covered by this Article, a resolution shall be sought between the Superintendent and the GTA. If no agreement is reached, then the actions taken may be subject to the grievance procedure.
14. Any teacher who develops a program (whether grant funded or funded in-whole or in-part through the district) for which a stipend is provided, shall have the right of first refusal to direct the program (i.e., run the program). If he or she does not accept the position, the position shall be posted and awarded to the most senior qualified applicant.

## **Appendix C**

### **Mentor Program**

- A. The Mentor Program of the Gloucester Public Schools is designed to provide support to participating teachers to enable said teacher to change their practices to higher levels of expertise to result in higher levels of achievement by the students assigned to the teacher.
  
- B. Mentors shall demonstrate the ability to work with adults; commit to perform and participate in all activities in the designated mentoring program; possess a minimum of seven (7) years of successful teaching experience; be knowledgeable of beginning teaching standards and various stages of teacher expertise leading to national certification; having a minimum of five (5) years successful teaching experience in the district; and, voluntarily participates in the mentor training program of the district.
  
- C. A Mentor Program Committee comprised of GTA President or designee, two teachers, a School Committee member a principal and the superintendent or designee, shall evaluate this program on an annual basis and develop those forms, conduct assessments and develop those materials deemed necessary for a comprehensive, ongoing system of program evaluation and improvements consistent with the Rhode Island Mentoring Program Standards, with any such forms and materials subject to acceptance by the Committee and Association.

## **Appendix D Subpoena Policy**

### Employees Subpoenaed for Questioning for Incidents Arising Out of Duties of Employment

Whenever an employee is required by subpoena or other request by court or administrative body to attend an adjudicative hearing or proceeding or to give a statement relating to his/her employment and/or circumstances arising out of his/her job with the Gloucester School Department, the School Department may provide the employee legal Counsel to assist him/her in preparation for and during the hearing.

- Upon service of the subpoena, the employee shall promptly submit a copy of the subpoena to the Principal of the school in which he/she is employed.
- The subpoena shall be accompanied by a request for Counsel's assistance from the school department as well as an explanation listing, to the best of the individual's knowledge, the reasons and circumstances underlying and surrounding the subpoena.
- Upon submission of these materials, an individual determination will be made by the Superintendent as to whether Counsel will be provided. In situations where the Superintendent determines that the subpoena has been served based upon the individual's job duties and incidents arising during the performance of those duties, assistance will be provided. In situations where the subpoena has been served based upon circumstances arising outside of the performance of these duties, Counsel shall not be provided. This determination will be solely in the discretion of the Superintendent and may not be appealed or grieved.

## Appendix E

### MEMORANDUM OF AGREEMENT TO 2009-2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE GLOCESTER SCHOOL COMMITTEE AND THE GLOCESTER TEACHERS ASSOCIATION<sup>2</sup>

Whereas, the parties recognize that the RI Department of Education has directed that the current contractual language concerning a Job Fair for the assignment of personnel is in conflict with the Basic Education Plan, if said assignments are made solely on the basis of seniority; and

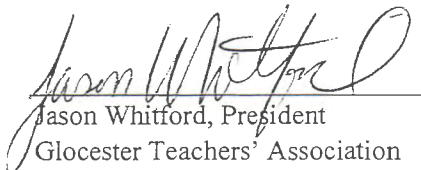
Whereas, the parties have agreed to negotiate over the impact of this directive; and

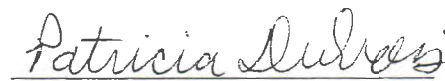
Whereas, on Tuesday, March 8, 2011, the GTA President Jason Whitford, two members of the Executive Board, Sally Ryan and Erin McPhee, Superintendent Patricia Dubois and School Committee Chair Anne Ejnes met to discuss the assignment of teachers for the coming 2011-12 school year;

It is hereby agreed as follows:

1. Any vacant job will be posted internally for one week when school is in session and two weeks in the summer by mail.
2. Any qualified teacher may send a letter of intent for the vacancy.
3. If there are no conflicts with the instructional requirements and best interest of the school system and pupils, then the most qualified senior teacher will be appointed to the vacancy.
4. Teachers who were involuntarily transferred will be offered the vacancy that exists in a position from which that teacher was involuntarily transferred, unless such offer results in a displaced teacher being without a position.

The foregoing is a non-precedent setting agreement and is made in lieu of the two Job Fairs, one in June 2011 and one in August 2011, and is intended to cover the 2011-2012 school year.

  
Jason Whitford, President  
Glocester Teachers' Association  
9.15.16

  
Patricia Dubois, Superintendent  
Glocester School Department  
9.15.16

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<sup>2</sup> This Memorandum shall remain in effect for the duration of this Agreement.