

AGREEMENT

Between

ROWE SCHOOL COMMITTEE

and

ROWE TEACHERS ASSOCIATION/MTA/NEA

August 15, 2017 to August 14, 2020

SETTLEMENT AGREEMENT BY AND BETWEEN  
THE ROWE SCHOOL COMMITTEE  
AND THE  
THE ROWE TEACHERS ASSOCIATION/MTA/NEA

The Rowe School Committee and Rowe Teachers Association hereby agree to the following terms, conditions, and understandings to be incorporated into a successor labor agreement. This Settlement Agreement is subject to ratification by the respective constituent bodies.

1. ARTICLE 8 – JUST CAUSE

Revise as follows:

“No Teacher with Professional Teacher Status (PTS) will be disciplined, reprimanded...”

2. ARTICLE 18 – SICK LEAVE

Delete Section D.

3. ARTICLE 19 – SICK LEAVE BANK

Retitle this Article “Sick Leave Donation” and replace current language with the following:

Sick leave may be transferred from one teacher to another teacher provided:

- (a) To qualify for extended sick leave the recipient must have completed three (3) full years of employment by the Rowe Elementary School.
- (b) The recipient must have exhausted his/her own sick leave.
- (c) The recipient must have been absent due to personal illness for at least ten (10) consecutive workdays.
- (d) The recipient can only receive one week, five (5) days of transferred sick leave per completed years of service not to exceed one full year of paid extended leave for each illness.
- (e) Each teacher may elect to donate up to ten (10) days of sick leave per case. Those electing to do this must make their wishes know to the principal or the Superintendent in writing prior to the recipient exhausting his/her regular sick leave.
- (f) The recipient must make a request in writing to the Superintendent and the Principal, stating the number of days needed, and including a doctor's note indicating the amount of time the employee will need to be out due to their personal illness.
- (g) Approval is at the discretion of the Superintendent and Principal and will be reviewed on a case-by-case basis after verification of sick leave availability with the Superintendent.
- (h) Upon receiving the request for sick leave transfer and verification of eligibility the Superintendent and/or Principal will put out a notice to staff notifying them that "a staff member" is in need of X number of sick days.

- (i) When the needed number of days has been filled, the Superintendent or the Principal will notify staff that no more donations are needed. If more than the needed number of donations is offered, they will be taken on the basis of those donated first. Additional sick leave days offered will be returned to the donor for their own sick time use.

The Association my present to the School Committee, on a case-by-case basis, requests to donate sick leave days to Rowe Elementary employees not in the bargaining unit.

#### 4. ARTICLE 24 & 25 – MATERNITY LEAVE AND PATERNITY LEAVE

Replace these Articles with a new Article titled “Parental Leave” as follows:

“Rowe School Committee shall grant Parental Leave which shall be paid or unpaid based upon practice of the parties, in accordance with the Massachusetts Parental Leave Act (MPLA) (M.G.L. Chapter 149 § 105D), as follows:

1. Eligibility. All employees covered by this agreement who qualify under Massachusetts law will be eligible for up to eight (8) weeks of Parental Leave for the purposes of;
  - a) giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled;
  - b) for adoption if the employee is adopting or intending to adopt; or
  - c) for the placement of a child with an employee pursuant to a court order;

If both parents work for the District, they shall be eligible for up to eight (8) weeks of leave in the aggregate.

2. Notification. An employee must give at least two (2) weeks’ notice to the Superintendent’s Office of his/her anticipated date of departure and intention to return, or as soon as practicable if the delay in notice is for reasons beyond the employee’s control.
3. Documentation. The Superintendent may require the employee to submit documentation sufficient to demonstrate eligibility for Parental leave.
4. Use of Paid Leave. An employee who has accrued sick leave may use his/her leave during Parental Leave, provided that sick leave may only be used if a physician has certified the medical necessity for the leave time.
5. Restoration and Other Rights. An employee who complies with the requirements for Parental Leave will be restored to his/her previous or a similar position with the same status, pay, length of service credit and seniority, whenever applicable, as of the date his/her leave began. The period of Parental Leave will not count toward length of service or seniority.”

6. Concurrent Leave. Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply."

5. ARTICLE 29 – REDUCTION IN FORCE

Revise/integrate the following language:

- "A. Should the Superintendent decide to reduce the number of professional employees, insofar as possible, he/she will attempt to reduce the number of professional staff in the first instance through the attrition of members who retire or resign, provided, that there are qualified professional employees available who are capable of filling such positions.
- B. Where it is reasonably foreseeable that a reduction in force will occur, the District will notify teachers in June 15th of the school year proceeding the year in which the reduction will take effect.
- C. In the event it becomes necessary to reduce the number of employees in the bargaining unit, the Superintendent will consider ability, qualifications, the teachers area of license, indicators of job performance, including overall ratings resulting from comprehensive evaluations consistent with M.G.L., c. 72, s.38 and the best interest of the students in the Rowe School District; and provided further, that for the purposes of this Article, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards under said Section 38 and that are defined by the board as proficient or exemplary. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the target license area. If all of the above factors are equal, then the least senior teacher in the licensure area will be laid off first. A teacher's placement on the salary schedule shall not be a factor in the consideration of the best interest of students.

Seniority shall be defined as the first day of employment as a teacher at Rowe School District, including all time spent on recognized leaves of absence.

No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified. No teacher with such status shall be displaced in accordance with the terms of a collective bargaining agreement or otherwise by a more senior teacher with such status unless the more senior teacher is currently certified pursuant to section 38G and is at least as qualified for the position as the junior teacher holding the position.

- D. Should a reduction be necessary, the School Committee will notify all teachers as soon as possible after identifying the subject, grade, or who is threatened with reduction should supply the Superintendent of Schools with all teaching certifications they have in areas outside that in which they have been teaching should a teacher have a certificate or be certifiable before the start of the next school year.

Nothing in this Agreement shall bar the Association from mailing to teachers who have been "laid-off" under this section, notices of vacancies that occur within the unit.

- E. 1. Employees with professional teacher status who are separated under this clause of the contract (that is the separation is due to decrease in enrollment, economic cause, or reorganization rather than conduct unbecoming a teacher, or other disciplinary case), shall be entitled to recall rights for one year from the effective date of termination. Recall shall mean that if a vacancy occurs during the period of recall for which that employee on recall is qualified and certified, they shall first be offered the position and shall be appointed, if they accept.
2. Employees on recall shall be responsible for providing update of their addresses to the Office of the Superintendent. Notice of vacancy shall be sent by one registered letter to the last address provided and failure to respond to such notice within fifteen (15) days shall forfeit recall rights. An employee must accept the hours of the offered position, whether greater than or less than the employee's previous position, or forfeit recall rights, unless the offered position is less than one-half (1/2) of the weekly hours of the employee's previous position. Employees on recall shall notify the Superintendent of any new certification they obtain during such recall.
3. Employees on recall may maintain their membership in the group health insurance plan provided they pay the total costs of such plan, subject to the provisions of the Town plan. An employee who declines recall, except as specifically noted above, shall be considered terminated without further recall rights or benefits. All rights and benefits that an employee was entitled to when laid-off shall be restored, in full, upon recall.

6. NEW ARTICLE – STATUTORY LEAVE

Add the following in a new Article titled "Statutory Leave":

The School Committee shall abide by the provisions of the Family and Medical Leave Act ("FMLA"), M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act ("MPLA"), Small Necessities Leave Act ("SNLA") M.G.L. c.149, s. 52D, and the Domestic Violence Leave Act ("DVLA") Chapter 260. The School Committee's policies regarding the above-referenced provisions will be posted in each administrative office.

Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply."

7. ARTICLE 37 – DURATION

Revise to reflect a three year term, August 15, 2017 to August 14, 2020.

8. WAGE INCREASE

Three year contract as follows:

|                            |                                      |
|----------------------------|--------------------------------------|
| Effective August 15, 2017: | 1.50% across the board wage increase |
| Effective August 15, 2018: | 1.75% across the board wage increase |
| Effective August 15, 2019: | 2% across the board wage increase.   |

FOR THE ROWE SCHOOL  
COMMITTEE:

Susan Zaretka

Ellen B. Miller

Janet Cowie

DATE: Sept 14, 2017

FOR THE ROWE TEACHERS  
ASSOCIATION:

Patricia Tiam

Ken Wlasek

DATE: Sept. 20, 2017

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ARTICLE 1  
RECOGNITION

The Rowe School Committee (hereinafter referred to as the "Committee") recognizes the Rowe Teachers Association/Massachusetts Teachers Association/National Education Association (hereinafter referred to as the "Association") as the exclusive bargaining agent for the purposes of collective bargaining as defined in Chapter 150E of the General Laws of the Commonwealth. The collective bargaining unit shall consist of all full time and regular part time professional employees who work with students in support of the educational program, excluding the Superintendent of Schools, the principal, and all other employees of the Rowe School District.

ARTICLE 2  
NEGOTIATIONS PROCEDURE

Not later than December 1 of the calendar year preceding the calendar year in which this agreement expires, either party may give written notice to the other that it desires to alter or modify this agreement, and upon receipt of such written notice the parties agree to meet for the purpose of negotiating a successor agreement.

ARTICLE 3  
MANAGEMENT RIGHTS

Under the laws of Massachusetts, the School Committee of Rowe, its principal, and superintendent as the case may be has final responsibility for establishing the educational policies of the Rowe School District for management of said school and for directing its operation. This responsibility which includes the duty to maintain public schools and such other educational activities as it finds will best serve the interest of member towns, to decide the need for school facilities, to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to employ, assign, transfer and promote teachers; to suspend, demote or dismiss teachers of the schools for just cause in the manner provided by statute or ordinance; to evaluate the performance of and to make work schedules for teachers; to grant professional teacher status to teachers; to regulate and restrict the use of school property (real or personal); to implement improved benefits at any time for all or some; make any pay deductions because of absence of, or failure to perform work by employees; and prescribe any professional improvement program or policies; to determine class size; to prescribe rules for management, studies, classifications, and discipline for the public schools; to prepare and submit budgets to respective member towns and, in its sole discretion, expend monies appropriated by the member towns for maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem necessary; and to exercise such other authority, rights and powers conferred upon the Committee and its superintendent and principal by the law of Massachusetts and the Rules and Regulations of any pertinent agency of the Commonwealth.

The Committee agrees to take whatever action that may be necessary to give full force and effect to the provisions of this Agreement.



As to matters not covered by this Agreement, except as abridged or modified by this Agreement or any supplements hereto, the Committee and its superintendent and principal retain all the rights and powers that they have or may hereafter be granted by law. The exercise by them of any of the foregoing right shall not alter any of the provisions of this agreement, nor shall they be made to discriminate against any member of the bargaining unit.

ARTICLE 4  
VOIDABLE WAIVER

The waiver by either party of any provisions or requirements of this Agreement shall not be deemed a waiver of such provision or requirements for the future and shall not constitute a modification of this Agreement. The withholding or failure by either party to exercise its rights recognized or reserved by this Agreement shall not be deemed a waiver of said recognized or reserved rights or the right to exercise them in the future in a way that does not conflict with the specific terms of this Agreement.

ARTICLE 5  
NO-STRIKE

Neither the Association nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown or the withholding of services by employees.

For the life of this Agreement, the Association shall exert its best efforts to prevent violations of the Agreement, and the provisions of Section 9A of Chapter 150E mentioned above, and, if any such actions do occur, to exert its best efforts to terminate them.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes, or disagreements between any other persons or other employers, unions, or associations who are not signatory parties to this Agreement.

Employees who violate this provision, as set forth in this Section, shall be subject to disciplinary action, including discharge for just cause.

If the School Committee claims the Association has violated any provision of this Section, it may present such claim to the Association in writing. The President of the Association shall arrange for a meeting between the School Committee's representatives and the Association or its representatives to take place within five (5) school days. Upon conclusion of the meeting, the Association will provide the School Committee with its written decision within five (5) school days. If the claim is not resolved, the School Committee may submit the dispute to arbitration.

ARTICLE 6  
SALARIES

- A. The salaries of all persons covered by this agreement are set forth in Appendix "A", which is attached hereto and made a part hereof.
- B. Pro-ration of Salaries Any teacher who is hired to less than a full time position, or any teacher whose teaching assignment is less than a full time assignment, will be compensated on a pro rata basis for the time actually worked.

- C. Head Teacher The School Committee will annually appoint one of the teachers to serve as the Head Teacher. The teacher so appointed as Head Teacher will assume the duties and responsibilities of the Principal whenever the Principal is absent. The Head Teacher will be paid an annual stipend as listed in Appendix A.
- D. Retirement Benefit A Teacher, who retires from the service of the Committee, after twenty (20) or more years of service to the Committee in the Rowe Elementary School shall be paid a retirement bonus in addition to his/her salary for the last year of service to the Committee.

The retirement bonus shall be in an amount equal to the product of the retiring teacher's per-diem rate of pay multiplied by a factor. For purposes of this section, "per-diem rate of pay" means the teacher's annual salary divided by 184 work days (whether or not the employee actually works 184 days). The factor shall be the product obtained by multiplying the total number of "years of service" (computed in conformity with the provisions of this article) by the value of one and one-half (1.5). One half (1/2) of the retirement bonus shall be paid to the retired teacher not later than two (2) months following the date of retirement. The other one half (1/2) of the retirement bonus shall be paid to the retired teacher not later than twelve (12) months after the first payment.

For the purpose of this article, "retirement" shall mean resignation from the service of the Committee and eligibility for retirement benefits from the Massachusetts Teacher Retirement Board.

The provisions of this article define the calculation and payment of a retirement bonus to be paid and reported separately from regular salary payments and statements. The retirement bonus is not to be construed as affecting the retirement benefits paid by the Massachusetts Teachers Retirement Board.

## ARTICLE 7 GRIEVANCE PROCEDURE

### A. Definition

1. A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning, or application of any of the provisions of this agreement.
2. An "aggrieved teacher" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom might be taken in order to resolve the claim.

### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at

any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the Principal and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and that the Association is notified promptly of the terms of the adjustment. Any grievance carried to a higher administrative level than the Principal shall not be considered informal and shall follow formal grievance procedure.

C. Procedure

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

In the event a grievance is filed 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 will 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.

1. Level One. A teacher with a grievance will, discuss it with his/her principal, either directly or through the Association's school representative, with the objective of resolving the matter informally. If the matter is not resolved informally through discussion, the grievance shall be submitted in writing to the principal within ten (10) school days after the teacher knew or should have known of the act or condition on which the grievance is based. Decisions at this level will not serve as precedents for future adjustments.
2. Level Two. (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance in writing, he/she may file the grievance in writing with the Superintendent of Schools within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented in writing to the principal, whichever is sooner.  
  
(b) The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after the receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved teacher and/or Association school representative in an effort to resolve it.  
  
(c) If a teacher does not file a grievance in writing with the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered waived.

3. Level Three. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent he/she may file the grievance in writing with the Chairman of the School Committee within five (5) school days after a decision by the Superintendent or fifteen (15) school days after he/she has first met with the Superintendent whichever is sooner. Within ten (10) school days after receiving the written grievance, the School Committee will meet with the aggrieved person and the Association representative for the purpose of resolving the grievance. The decision at this level will be rendered by the School Committee.
4. Level Four. If the grievance is not settled to the grievant's satisfaction within twenty (20) school days after the grievance has been referred to the School Committee and if the Association determines the grievance is meritorious it may within thirty (30) days after submission to the School Committee and upon written request of the grievant refer it to arbitration herein provided.

Within five (5) days after the Association notifies the Committee of its intention to proceed to arbitration, a sub-committee from each of the parties hereto will meet in an effort to select a mutually acceptable arbitrator. If no agreement is reached, the Association shall submit a request to the American Arbitration Association for the assignment of an arbitrator to hear the dispute.

Within ten (10) days after the acceptance of appointment by said arbitrator, the Association shall submit the grievance to him/her. The arbitrator shall hold hearings promptly and unless the time be extended by mutual agreement, shall issue his/her award not later than twenty (20) days from the date of the closing of hearings or if oral arguments have been waived, from the date of submission to him/her of the final statements and proof. The arbitrator's award shall be in writing and set forth his/her findings, reasoning, and conclusions. The arbitrator shall have no power to add to, subtract from, modify, or amend any of the provisions of this agreement, nor modify disciplinary action, nor shall he/she usurp the functions of the Committee or the proper exercise of its judgment and discretion under the law and this agreement, nor may he/she compel an act which is in derogation of such rights. It shall be submitted to the School Committee and the Association and shall be final and binding on the School Committee, Association, and the Employee.

All costs of the arbitrator shall be borne equally by the School Committee and the Association.

#### D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the School Committee or by a member of the administration against any party in interest, any school representative, any member of the PR&R Committee, or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure 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. When a teacher is not represented by the Association, the Association shall have been given notification of the grievance two (2) school days in advance and shall have the right to be present and state its views at all stages of the grievance procedure.

E. Limitations

All of the provisions of Massachusetts General Laws Chapter 71, including but not limited to sections 41, 42, 42A, 42D, and 43, thereof are incorporated herein by reference as if at length fully set forth. The exercise of any of the powers and rights established by these laws shall not be subject to the grievance procedure, but the Committee and the teachers shall have all rights established by said laws.

F. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved teacher does not wish it to do so.
2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. If the Association fails to process a grievance in accordance with the timelines contained in the grievance procedure, then the grievance will be considered waived.

ARTICLE 8  
JUST CAUSE

No Teacher with Professional Teacher Status will be disciplined, reprimanded, reduced in rank, denied professional advantage, or have his/her compensation reduced without just cause. No Teacher with professional status will be dismissed without just cause. The provisions of M.G.L. c. 71, § 42 will be followed regarding dismissal of teachers without professional status.

The parties to this collective bargaining agreement recognize the "exclusive remedy" provisions of M.G.L. c. 150E, § 8 and the amendment to M.G.L. c. 71 providing some educational employees the right to access a statutory arbitration procedure. The parties further agree that an employee who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Education pursuant to M.G.L. c. 71 or through this Article, may pursue an appeal of his/her grievance through either the grievance procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review of a disciplinary action is first requested shall be the exclusive method for the resolution of such dispute, foreclosing access to the other arbitration forum. If the grievance is pursued through the grievance procedure, the grievance will not proceed to Level Three of the grievance procedure, but instead will go directly from Level Two to Level Four.

ARTICLE 9  
COMPLAINTS AGAINST TEACHERS

Any credible complaint made against a teacher by any parent, student or other person shall be called to the attention of teacher before any such record of the complaint is filed in the teacher's personnel file. The teacher will have the right to file a rebuttal to the complaint.

ARTICLE 10  
NEW TEACHERS

At the discretion of the Superintendent, new teachers who are to be employed will be placed initially on the salary step deemed appropriate by the Superintendent based on the Superintendent's evaluation of prior teaching or related experience and educational attainment.

ARTICLE 11  
INSURANCE

Teachers covered by this Agreement will be eligible for coverage under the Group Policy for Town Employees.

ARTICLE 12  
DUES DEDUCTIONS

- A. The Committee hereby accepts the provisions of General Law, Chapter 180, Section 17C, and in accordance therewith, shall certify to the Town Treasurer payroll deductions for the payment of dues to an Association of teachers duly authorized by its members. The following form will be used for authorizing such deductions:

DUES AUTHORIZATION FORM

Name:

Address:

I hereby request and authorize the Rowe School Committee to direct the Town Treasurer to deduct from my earnings and transmit to the Association or Associations indicated below an amount sufficient to provide for regular payment of the membership dues as certified to the said Treasurer by the Association or Associations respectively, such deductions to be made in equal bi-weekly payments. I understand that I may withdraw this authorization at any time by giving notice in writing at least sixty (60) days in advance of the withdrawal date. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Committee and Town and all other respective officers from any liability therefore.

Rowe Teachers Association  
Massachusetts Teachers Association  
National Education Association

- B. Each of the Associations named in Section A above will certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee sixty (60) days written notice prior to the effective date of such change.
- C. All authorization must be in the hands of the Committee two weeks prior to the week in which the payroll deduction is to be made. Late authorizations will not be honored.

ARTICLE 13  
WORK DAY/WORK YEAR

A. Work Day

The starting and dismissal time for students will normally be as follows:

8:30 a.m. to 3:15 p.m. (Mondays through Fridays)

The Committee reserves the right to alter the starting and/or dismissal times for students provided, however, that no such alteration shall result in a workday for classroom and other teachers greater than the seven and one-quarter (7 1/4) hours per day currently in effect.

The workday of classroom teachers and other teachers will begin fifteen (15) minutes before the aforesaid starting time, and will end fifteen (15) minutes after the aforesaid dismissal time. In the event the Committee elects to exercise its right to alter the starting and/or dismissal time for students in such a manner that the school day for students is increased, the fifteen (15) minute limit governing the work day shall not apply, but the work day of teachers shall not be increased.

The parties hereto agree that teachers may conclude the workday and leave the school building prior to the close of the workday, provided their respective duties and responsibilities have been satisfactorily completed that day, and such early departure approved by the Principal in advance of such early departure.

Further the parties hereto agree that fifteen (15) minutes (whether before the starting time or after the dismissal time for students) may be insufficient to meet with the Principal or the Superintendent if requested to do so, or to meet with pupils or parents/guardians needing assistance or advice, or for emergency situations.

To the extent possible, meetings with parent/guardians will be scheduled on school days, before or after school. When such scheduling is not possible, meetings will be scheduled at some other mutually agreeable time.

The parties to this Agreement further agree that while some required meetings with parents/guardians, activities, conferences, and other school-related programs may be scheduled during evening hours, teachers shall not be required to attend more than six (6) such evening meetings, conferences or programs per year.

Lunch and recess supervisions will be equitably rotated among teachers and teacher assistants, if any. All teachers shall be guaranteed a duty free thirty (30) minute lunch period each day, and a forty-five (45) minute daily preparation and common planning time for professional duties. The lunch period and preparation and common planning time do not have to be contiguous.



B. Work Year

The work year of teachers (other than new personnel who may be required to attend additional orientation sessions) shall be one hundred eighty four (184) days. One of these one hundred eighty four (184) days shall be an orientation day to occur before the official first day of school for students. Another of these one hundred eighty four (184) days shall be a workday without the presence of students to occur:

1. After the first but before the last school day for students;
2. Or, after the last school day for students.

Two of these one hundred eighty-four (184) days shall be professional development days.

In the latter instance, this workday may be dispensed with in each case where a teacher's year and administrative and other duties and responsibilities have been satisfactorily completed, and with approval of the Principal.

In the event the work year exceeds one hundred eighty four (184) days of work, teachers will be paid one hundred eighty-fourth (1/184th) of their regular salary rate for such extra days.

The present practice of soliciting teacher input for the school calendar will be maintained for the duration of this agreement.

ARTICLE 14  
TEACHER ASSIGNMENT

- A. Teachers will be notified in writing of their teaching assignment for the coming school year and the grade and subjects that they have, not later than the end of the school year. Subsequent changes will only be made based on the educational needs of the district.
- B. In order to assure that pupils are taught by teachers working within their area of competence, teachers will not be assigned, except temporarily and for cause, outside the scope of their teaching certificates and their major or minor fields of study.
- C. It is understood and agreed that the School Committee has the right under the General Laws to establish programs and courses of study within the school system. Upon determination that a new position will be established, or that modifications are to be instituted in existing programs, the Association will be notified of the details. The Committee may fill such positions, or institute such modifications, and will pay such sums of money for salary as may have been determined for the position, subject to its obligation to negotiate a final rate of pay with the Association, if the position(s) involved are filled by personnel who are part of the bargaining unit as defined in Article I of this Agreement.

ARTICLE 15  
TRAVEL REIMBURSEMENT

Mileage will be paid for required travel (other than to and from school) at a rate to be determined by the School Committee.

ARTICLE 16  
SUBSTITUTE TEACHERS

- A. It shall be the policy of the School Committee to employ substitutes, whenever possible and available, to replace all teachers in the event of illness.
- B. The School Committee will determine the rate of compensation for substitute teachers.

ARTICLE 17  
TEACHER FACILITIES

- A. Within the existing space limitations, each teacher will have the following facilities available:
  - 1. Space, i.e.: lockable desk or file cabinet, or locker or closet in each classroom in which teachers may safely store instructional materials and supplies.
  - 2. An appropriately furnished room to be used by teachers as a faculty lounge.
  - 3. The Committee will place a bulletin board for Association use in the teacher faculty lounge for the purpose of displaying notices, circulars or other relevant materials. Copies of all such materials will be given to the principal or his/her designee, prior to their being posted. The Association agrees the materials will be non-political.

ARTICLE 18  
SICK LEAVE

- A. Fifteen (15) days of sick leave per school year is granted to teachers by the Committee. In the first year of employment teachers shall begin the year with three (3) sick days and shall accumulate 1.2 sick days per month thereafter.
- B. Unused sick leave may accumulate to a maximum not to exceed one hundred eighty two (182) days.
- C. Sick leave days are for personal illness or injury, the nature of which prohibits the teacher from carrying out the duties and responsibilities of the teacher's position. Sick leave days are essentially a form of insurance protection for the teacher and a right to continued compensation while absent, but only when the absence of the teacher arises from a bona fide sickness, illness or injury which prevents the teacher

from reporting for work and performing his/her duties. The administration may require a teacher to provide a physician's certificate after the teacher has used three (3) consecutive days of sick leave, if there is a pattern of sick leave use, if abuse of sick leave is suspected, or in accordance with the F.M.L.A. of 1993. In the event of a pattern of sick leave use and/or if abuse of sick leave is suspected, the administrator shall give prior notice to the teacher that a physician's certificate would be required upon any further use of sick leave.

- D. Full time and part time teachers who are employed for a work year of less than one hundred eighty four (184) work days shall be entitled to and granted sick leave in proportion to the time they are employed and compensated.
- E. Sick Leave shall be paid at the rate of the teacher's per diem rate of pay under his/her personal employment contract, irrespective of the full-time or part-time employment status of the teacher. Accumulations of sick leave of teachers who change from full-time to part-time status (or vice versa) or who otherwise change in the pro-rated basis of part-time status shall not be increased or decreased as a result of such changes.
- F. Notwithstanding the limitations set forth in Section C of this Article (above), the Committee authorizes teachers to use up to twenty-five (25) of their sick leave days per school year (see Section A above) in instances of family emergency, but only with prior approval of the Principal or his/her designee. Family emergency shall mean an illness or injury to a member of the teacher's immediate family, as defined in the F.M.L.A. of 1993, which requires the absence of the teacher from school in order to provide necessary care to the afflicted family member.
- G. A teacher who retires, is laid off, including the closing of School after ten (10) years of service, defined in Article 6, Section D., including approved leaves of absence, shall receive fifteen percent (15%) on all accumulated sick leave at the Teacher's then current rate of pay. A teacher who terminates his/her employment by choice after ten (10) years of service, including approved leaves of absence, shall receive ten percent (10%) on all accumulated sick leave at the Teacher's then current rate of pay. A teacher who is terminated for cause or is hired on or after August 15, 2014 shall not be entitled to the above accumulated sick leave payment.

ARTICLE 19  
SICK LEAVE DONATION

Sick leave may be transferred from one teacher to another teacher provided:

- (a) To qualify for extended sick leave the recipient must have completed three (3) full years of employment by the Rowe Elementary School.
- (b) The recipient must have exhausted his/her own sick leave.
- (c) The recipient must have been absent due to personal illness for at least ten (10) consecutive workdays.
- (d) The recipient can only receive one week, five (5) days of transferred sick leave per completed years of service not to exceed one full year of paid extended leave for each illness.

- (e) Each teacher may elect to donate up to ten (10) days of sick leave per case. Those electing to do this must make their wishes know to the principal or the Superintendent in writing prior to the recipient exhausting his/her regular sick leave.
- (f) The recipient must make a request in writing to the Superintendent and the Principal, stating the number of days needed, and including a doctor's note indicating the amount of time the employee will need to be out due to their personal illness.
- (g) Approval is at the discretion of the Superintendent and Principal and will be reviewed on a case-by-case basis after verification of sick leave availability with the Superintendent.
- (h) Upon receiving the request for sick leave transfer and verification of eligibility the Superintendent and/or Principal will put out a notice to staff notifying them that "a staff member" is in need of X number of sick days.
- (i) When the needed number of days has been filled, the Superintendent or the Principal will notify staff that no more donations are needed. If more than the needed number of donations is offered, they will be taken on the basis of those donated first. Additional sick leave days offered will be returned to the donor for their own sick time use.

The Association my present to the School Committee, on a case-by-case basis, requests to donate sick leave days to Rowe Elementary employees not in the bargaining unit.

#### ARTICLE 20 BEREAVEMENT LEAVE

- A. A Teacher will be granted up to five (5) days of paid leave for the death of an immediate family member. Immediate family member shall be limited to the teacher's mother, father, brother, sister, child, spouse, or significant other/partner.
- B. A teacher will be granted up to two (2) days of paid leave for the death of the teacher's aunt, uncle, grandparents, mother-in-law, father-in-law, or the spouse of the teacher's brother or sister.
- C. A teacher may be granted one (1) day of paid leave for the death of the teacher's other relatives or close friends.
- D. Authorization for bereavement leave will be made by the building principal.

#### ARTICLE 21 PERSONAL LEAVE

- A. Up to three (3) days of personal leave with pay (for (as examples) religious observations, personal legal and business affairs, etc.) is provided for each teacher per school year, subject to the following conditions.
  - 1. Absence during the workday is necessary.
  - 2. Except in cases of emergency, personal leave must be applied for at least five (5) school days in advance of the proposed

date(s) of leave.

Applications for personal leave shall be in writing and directed to the principal who shall answer the same within two school days. Grants of personal leave are subject to the approval of the principal. Personal leave may not be taken immediately preceding or immediately after a school vacation or holiday period.

- B. Unused personal leave shall accumulate as sick leave at the end of each school year, applied to each teacher's personal accumulation of sick leave effective the first day of the following school year, subject to the rules of maximum accumulation under Article 18.

#### ARTICLE 22 PROFESSIONAL LEAVE

At the discretion of the Superintendent, teachers shall receive grants of professional leave for the purpose of visiting other schools, or participating in programs of professional value to the teacher and of benefit to the Committee. Teachers shall submit written applications for such grants to the Superintendent at least one week prior to the proposed leave. Applications must set forth how the teacher and Committee will benefit from the proposed visitation or program.

#### ARTICLE 23 SABBATICAL LEAVE

During the seventh, or following, year of satisfactory service to the Committee, a teacher may apply for sabbatical leave. Sabbatical leave may be granted to a teacher who has completed at least seven (7) years of satisfactory service to the Committee, and subject to the following provisions and conditions:

- A. Sabbatical leave applications shall be in writing, directed to the Superintendent, and received by him/her not later than one (1) year prior to the commencement date of proposed sabbatical leave.
- B. Sabbatical leave may be granted to a teacher, but only if approved by the Superintendent and only, if deemed by him/her as fulfilling a valid educational need of the Rowe School Department.
- C. If the sabbatical leave is for a term or period of six (6) months, then the Committee shall pay to the teacher on sabbatical leave, full salary payment subject to the provisions of Article 6.
- D. If the sabbatical leave is for a term or period of twelve (12) months, then the Committee shall pay to the teacher on sabbatical leave, half salary payment (i.e., fifty percent (50%) of salary) subject to the provisions of Article 6.
- E. For the purpose of computing salaries paid to teachers on sabbatical leave, the attached salary schedule shall apply, and step and personal preparation column placement shall be by rule of Article 30. The awards of increments during and

following sabbatical leave shall not be denied solely on the account of the sabbatical leave of absence.

- F. Upon return from sabbatical leave, the teacher agrees, as a condition of the award of paid sabbatical leave, to return and teach at least two (2) full years at the Rowe Elementary School. If a teacher fails to teach at least two (2) full years at the Rowe Elementary School upon return from sabbatical leave, said teacher will be required to repay to the Committee any monies received from the Committee under this Article. The Committee shall determine the repayment schedule. The Committee in its sole discretion may waive this requirement due to exigent circumstances.

#### ARTICLE 24 PARENTAL LEAVE

Rowe School Committee shall grant Parental Leave which shall be paid or unpaid based upon practice of the parties, in accordance with the Massachusetts Parental Leave Act (MPLA) (M.G.L. Chapter 149 § 105D), as follows:

1. Eligibility. All employees covered by this agreement who qualify under Massachusetts law will be eligible for up to eight (8) weeks of Parental Leave for the purposes of;
  - a) giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled;
  - b) for adoption if the employee is adopting or intending to adopt; or
  - c) for the placement of a child with an employee pursuant to a court order;If both parents work for the District, they shall be eligible for up to eight (8) weeks of leave in the aggregate.
2. Notification. An employee must give at least two (2) weeks' notice to the Superintendent's Office of his/her anticipated date of departure and intention to return, or as soon as practicable if the delay in notice is for reasons beyond the employee's control.
3. Documentation. The Superintendent may require the employee to submit documentation sufficient to demonstrate eligibility for Parental leave.
4. Use of Paid Leave. An employee who has accrued sick leave may use his/her leave during Parental Leave, provided that sick leave may only be used if a physician has certified the medical necessity for the leave time.
5. Restoration and Other Rights. An employee who complies with the requirements for Parental Leave will be restored to his/her previous or a similar position with the same status, pay, length of service credit and seniority, whenever applicable, as of the date his/her leave began. The period of Parental Leave will not count toward length of service or seniority.

6. Concurrent Leave. Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply.

ARTICLE 25  
STATUTORY LEAVE

The School Committee shall abide by the provisions of the Family and Medical Leave Act ("FMLA"), M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act ("MPLA"), Small Necessities Leave Act ("SNLA") M.G.L. c.149, s. 52D, and the Domestic Violence Leave Act ("DVLA") Chapter 260. The School Committee's policies regarding the above-referenced provisions will be posted in each administrative office.

Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply.

ARTICLE 26  
MILITARY LEAVE

The School Committee agrees to abide by relevant M.G.L.A. statutes on this matter.

ARTICLE 27  
OTHER LEAVES

Other leaves of absence, with or without pay may be granted at the discretion of the School Committee.

ARTICLE 28  
VACANCIES

The School Committee agrees to maintain the current practice regarding vacancies.

ARTICLE 29  
REDUCTION IN FORCE

- A. Should the Superintendent decide to reduce the number of professional employees, insofar as possible, he/she will attempt to reduce the number of professional staff in the first instance through the attrition of members who retire or resign, provided, that there are qualified professional employees available who are capable of filling such positions.
- B. Where it is reasonably foreseeable that a reduction in force will occur, the District will notify teachers in June 15th of the school year proceeding the year in which the reduction will take effect.
- C. In the event it becomes necessary to reduce the number of employees in the bargaining unit, the Superintendent will consider ability, qualifications, the teachers area of license, indicators of job performance, including overall ratings resulting from comprehensive

evaluations consistent with M.G.L., c. 72, s.38 and the best interest of the students in the Rowe School District; and provided further, that for the purposes of this Article, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards under said Section 38 and that are defined by the board as proficient or exemplary. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the target license area. If all of the above factors are equal, then the least senior teacher in the licensure area will be laid off first. A teacher's placement on the salary schedule shall not be a factor in the consideration of the best interest of students.

Seniority shall be defined as the first day of employment as a teacher at Rowe School District, including all time spent on recognized leaves of absence.

No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified. No teacher with such status shall be displaced in accordance with the terms of a collective bargaining agreement or otherwise by a more senior teacher with such status unless the more senior teacher is currently certified pursuant to section 38G and is at least as qualified for the position as the junior teacher holding the position.

- D. Should a reduction be necessary, the School Committee will notify all teachers as soon as possible after identifying the subject, grade, or who is threatened with reduction should supply the Superintendent of Schools with all teaching certifications they have in areas outside that in which they have been teaching should a teacher have a certificate or be certifiable before the start of the next school year.

Nothing in this Agreement shall bar the Association from mailing to teachers who have been "laid-off" under this section, notices of vacancies that occur within the unit.

- E. 1. Employees with professional teacher status who are separated under this clause of the contract (that is the separation is due to decrease in enrollment, economic cause, or reorganization rather than conduct unbecoming a teacher, or other disciplinary case), shall be entitled to recall rights for one year from the effective date of termination. Recall shall mean that if a vacancy occurs during the period of recall for which that employee on recall is qualified and certified, they shall first be offered the position and shall be appointed, if they accept.
2. Employees on recall shall be responsible for providing update of their addresses to the Office of the Superintendent. Notice of vacancy shall be sent by one registered letter to the last address provided and failure to respond to such notice within fifteen (15) days shall forfeit recall rights. An employee must accept the hours of the offered position, whether greater than or less than the employee's previous position, or forfeit recall rights, unless the offered position is less than one-half (1/2) of the weekly



hours of the employee's previous position. Employees on recall shall notify the Superintendent of any new certification they obtain during such recall.

3. Employees on recall may maintain their membership in the group health insurance plan provided they pay the total costs of such plan, subject to the provisions of the Town plan. An employee who declines recall, except as specifically noted above, shall be considered terminated without further recall rights or benefits. All rights and benefits that an employee was entitled to when laid-off shall be restored, in full, upon recall.

### ARTICLE 30 PROFESSIONAL DEVELOPMENT

#### A. Award of Increments

1. Advancement on the salary schedule will not be automatic. Each year the teacher will be evaluated and a recommendation made by the principal as to whether an increment will be awarded by the Committee
2. All teachers, other than teachers on maximum placement (i.e., the top step for their respective preparation column) will be required to take six (6) credits and/or ninety (90) PDPs every three (3) years in order to advance on the salary schedule. Of these six (6) credits and/or ninety (90) PDPs, all six (6) credits and/or ninety (90) PDPs must be relevant course and subject content and matter. One (1) credit shall equal fifteen (15) PDPs. If credits are taken, at least three (3) of the credits must be attained by the completion of formal course work and with the issue of a satisfactory grade for the same. Not more than three (3) credits may be attained by informal participation in, or audit of, such a course(s).
3. All teachers on maximum placement (i.e., the top step for their respective preparation column) will be required to complete three (3) credits and/or forty-five (45) PDPs every three (3) years. Of these three (3) credits and/or forty-five (45) PDPs, all three (3) credits and/or forty-five (45) PDPs must be relevant course and subject content and matter. One (1) credit shall equal fifteen (15) PDPs. If credits are taken, all such credits shall be attained by the completion of formal course work and with the issue of a satisfactory grade for the same, and/or by informal participation in, or audit of, such a course(s).

#### B. Horizontal Advancement on the Salary Schedule

1. Horizontal advancement on the salary schedule shall be awarded upon completion of degrees from accredited colleges or universities, or upon completion of additional credit hours of formal course work in addition to, and following, degree award.

2. Teachers, expecting to complete requirements for horizontal advancement on the salary schedule shall notify the Committee not later than December 1 of the school year immediately preceding the school year during which the completion of all said requirements is anticipated. Increased salary payment shall be made effective the date of receipt of proper certification from the college(s) and/or university(ies) awarding the degree and/or additional credit hours by the principal.
3. Course work used to satisfy the requirements leading to horizontal advancement on the salary schedule must be completed credit hours, with at least a grade of B, of graduate or undergraduate level courses offered by accredited colleges or universities, except that in the instance of advancement to the Master plus 15 hours or Master plus 30 hours columns, only graduate level courses may be used. Exceptions to this latter rule may be made (1) where a teacher proposes a program of special study; (2) which is deemed of benefit to the teacher and the school by the principal; (3) and is approved by the Committee. No pass/fail courses for salary movement are allowed if the teacher had the option of a letter grade instead of pass/fail. Teachers submitting course approval forms for a pass/fail course that will be used for salary movement must provide documentation that no option for a letter grade was available.
4. Credit hours of course work used to satisfy the requirements for the granting of increments (i.e., vertical advancement on the salary schedule), can be concurrently used to satisfy the requirements leading to horizontal advancement on the salary schedule. The informal credits shall be determined as fifteen (15) hours.

C. Reimbursement of course costs

1. The Committee, in an effort to encourage teachers to engage in programs of professional development, agrees to reimburse tuition and other approved costs incurred by teachers up to \$2,000 annually.

D. Approval of Course Work by the Principal

1. All course work or professional study to be used to satisfy the requirements for vertical and/or horizontal advancement on the schedule, and/or to be qualified for tuition or other approved cost reimbursement under this article must receive the prior written approval of the principal.
2. It shall be the duty of teachers to apply to the principal in writing, for approval of course work or professional study, prior to commencing such courses or programs of study, and prior to incurring expense for the same.
3. In order to receive reimbursement, teachers must notify the principal prior to December 1st of the year preceding the commencement of the course.

ARTICLE 31  
CLASS SIZE

The Association recognizes the genuine efforts being made by the building principal to arrange and schedule class size and load in an equitable manner. In order to continue these efforts towards keeping class sizes to manageable levels, the Association will be encouraged to discuss possible changes with the principal which are intended to improve the educational climate.

ARTICLE 32  
PROFESSIONAL STANDARDS

Prior to the adoption of Professional Standards, the parties agree to meet and negotiate any changes to the present evaluation instrument. This will be done in accordance with the regulations spelled out under the Education Reform Act of 1993. Professional goals shall include both individual and school wide goals and must meet with the approval of the principal.

ARTICLE 33  
OVERNIGHT CLASS TRIPS

Each teacher will receive fifty dollars (\$50.00) per night for overnight class trips if the following criteria are met:

- 1) The trip is overnight;
- 2) Full participation of the class is expected;
- 3) The teacher is present and participates for the entire trip;
- 4) The trip is curriculum based; and
- 5) The trip counts as a school day(s).

ARTICLE 34  
NON-DISCRIMINATION

The parties agree not to discriminate against any person covered by this Agreement, with respect to their employment, based on their race, religious creed, national origin, ancestry, age, sexual orientation, gender identity, sex, or exercising or choosing to refrain from exercising their right to join a union or engage in concerted and lawfully protected activity or other basis protected by applicable law, including but not limited to, qualified handicapped persons who can perform the essential functions of their position with a reasonable accommodation. Further, employees are prohibited from discriminating against any person with whom they come in contact with during the course of their employment, based on race, religious creed, national origin, ancestry, age, sex, handicap or other basis protected by applicable law, including but not limited to their exercising or choosing to refrain from exercising their right to join a union or engage in concerted and lawfully protected activity.

ARTICLE 35  
AFTERSCHOOL MEETINGS

The Principal may have up to one (1) mandatory afterschool meetings per month of no more than one (1) hour in length. Such meeting shall be schedule at least a month in advance, unless there are exigent circumstances.

ARTICLE 36  
TEACHER MENTOR

One teacher may be assigned as a teacher mentor. The mentoring of teachers is a vital component in ensuring excellence in education. Mentoring will consist of open dialog, reciprocal classroom obligations, and constructive feedback in a mutually supportive environment. The teacher mentor shall maintain a log which details all of the time spent performing mentoring activities. The teacher mentor shall receive a stipend between the range of two hundred fifty dollars (\$250) to five hundred dollars (\$500) per year as determined by the Principal based upon the level of mentoring responsibilities.

ARTICLE 37  
DURATION

- A. Zipper Clause The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this AGREEMENT. Therefore, the Committee and the Association, for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right to re-open negotiations on any subject matter covered by this AGREEMENT, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this AGREEMENT, even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this AGREEMENT. However, this will not preclude the Parties from mutually agreeing to amend this AGREEMENT at any time.
- B. Legality of Provisions If any provision of this Contract is held to be contrary to law by an appropriate court of law, all other provisions of the Contract will continue in full force and effect, and the Committee and the Association will meet for the purpose of amending the illegal provision to meet the requirements of law. Any such amendments mutually agreed upon by the Committee and the Association will be reduced to writing and added to the Contract as an addendum.
- C. Term of Agreement This AGREEMENT shall remain in full force and effect from August 15, 2017 to August 14, 2020. If negotiations for a successor AGREEMENT are not completed by August 14, 2020, the provisions of this AGREEMENT will remain in full force and effect until said successor AGREEMENT is executed. Provided however, either party can terminate this AGREEMENT after August 14, 2020 by serving written notice of their intention to terminate this AGREEMENT.

Said written notice must be served at least forty-five (45) days prior to the actual termination. It is expressly understood the termination of the AGREEMENT under this Article will result in the elimination of all contractual obligations for both Parties as expressed in this AGREEMENT.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 14<sup>th</sup> day of September, 2017.

ROWE SCHOOL COMMITTEE

By Susan Zavelka  
Ellen B. Miller  
Janet Cowee

ROWE TEACHERS ASSOCIATION/MTA/NEA

By Patricio Tierney  
Kari McLaughlin  
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