

AGREEMENT

Between

ROWE SCHOOL COMMITTEE

and

ROWE TEACHERS ASSOCIATION/MTA/NEA

August 15, 2014 to August 14, 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 (including years of service in the public schools of the towns of Heath and Rowe supplanted by 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 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. The parties to this Agreement agree to abide by the statutory provisions of the Massachusetts Maternity Leave Law (Chapter 149, Section 105D) and the Family and Medical Leave Act (5 U.S.C. §§ 6381-6387), regarding grants of maternity leave and other family or medical leave. Any amendments to those laws shall be part of this Agreement.

- E. 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.
- F. 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.
- G. 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.
- H. 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 BANK

- A. Policy – It shall be the policy of the Rowe School Committee to establish a Sick Leave Bank, the purpose of which shall be to enable the members of the bargaining unit to voluntarily contribute a portion of their sick leave accumulation for use by a participating member whose sick leave is exhausted through prolonged and/or catastrophic illness or injury, and who have no remaining unused sick leave in their personal account.
- B. Eligibility - Eligibility for membership in the Sick Leave Bank is gained by agreement by an applicant to contribute one earned sick leave day to the bank. This agreement must be in written form. Application for membership is through the chairperson of the Rowe Teachers Association. Application for membership to the Sick Leave Bank must be made during the month of September. A new hire may complete an application for Sick Leave Bank membership within thirty (30) days of his/her starting date, but may not have entitlement to Sick Leave Bank benefits until six (6) months from his/her starting date. Members of the Sick Leave Bank will contribute one (1) day upon application for membership.
- C. Sick Leave Bank Committee - The Sick Leave Bank Committee shall consist of two (2) members appointed by the Chairperson of the School Committee, and two (2) members appointed by the President of the Association. The Sick Leave Bank Committee shall

govern all phases of the Sick Leave Bank, including the option to accept or reject applications for sick leave.

- D. Grant of Sick Leave Bank Benefit - A grant of sick leave from the Sick Leave Bank shall be made by majority vote of those Sick Leave Bank Committee members present and voting, but no meeting shall be held and no vote shall be taken unless a quorum is present. The quorum for meetings of the Sick Leave Bank Committee is three members present. The decision of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure and/or arbitration. The Sick Leave Bank Committee may not provide grants of sick leave from the Sick Leave Bank totaling more than one hundred eighty (180) days to any individual teacher during any consecutive five (5) year period. Payments from the Sick Leave Bank are made on a work day basis.
- E. Review of Long-Term Cases - A review of long-term cases will be in order after each thirty (30) day withdrawal or at any time if suspect of abuse. In either case, an attending physician's statement must be forwarded to the Sick Leave Bank Committee by the attending physician.
- F. Application for Sick Leave Bank Benefit - Participants must exhaust all accrued sick days before drawing from the Sick Leave Bank. Application to the Sick Leave Bank Committee must be made prior to the expiration of sick days to expedite benefits. All applications must include certification by a physician.
- G. Maximum Sick Leave Bank Accumulation - The maximum accumulation of days in the Sick Leave Bank shall not exceed forty-two (42) days.
- H. Replenishment of Bank - The Sick Leave Bank will be considered depleted if its number of days on deposit goes down to 1/2 of the total allowable accumulation (i.e. 21 days). In this event, each member of the Sick Leave Bank shall be assessed at least one but not more than four days of their personal entitlement of sick leave, and such assessed days of personal sick leave shall be added to the Sick Leave Bank. Such assessment shall be by vote of the Sick Leave Bank Committee, but the Sick Leave Bank Committee cannot assess more than four (4) days of personal sick leave per member of the Sick Leave Bank in any one school year.
- I. Carry-Over - Any unused sick leave remaining in the Sick Leave Bank at the end of any school year shall be automatically carried over to the next school year.

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
MATERNITY LEAVE

Chapter 149, Section 105D of the MGL are incorporated into this agreement by reference.

ARTICLE 25
PATERNITY LEAVE

A male teacher may request paternity leave. Such leave may be granted by the School Committee subject to the terms and conditions established by the School Committee.

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

In the event it becomes necessary to reduce the number of teachers with professional teacher status included in the bargaining unit, teachers with professional teacher status shall be laid-off in the following manner:

- A. Teachers who are to be affected by a reduction-in-force must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect.
- B. The parties agree to be governed by the Laws of Massachusetts relating to professional teacher status and teacher certification. The parties agree that the Laws of this Commonwealth shall take precedence over this clause. The School Committee, by this clause, intends to surrender no more of its discretion than is necessary to effectuate the specific language that is set forth below. If any part of this clause is found to be in conflict with a decision of the Courts or statutes of this Commonwealth, then the parties further agree such parts shall be null and void and the rest of this clause shall continue in force.
- C. Whenever a situation arises in which the School Committee determines that it no longer requires the services of a teacher on a full or part-time basis, the Committee will take the following criteria into account in deciding which teachers shall be let go:
 - 1. Teaching ability as evidenced by written evaluations, observations, and other measures relating to teacher ability;
 - 2. Certifications in other areas of specialization in teaching or in other areas of the Town of Rowe School Program which make it desirable to retain a teacher;
 - 3. If the above factors are equal, then a teacher with the longest continuous service in the employ of the School Committee of Rowe School District shall be retained. Time on approved leave or sick time shall count toward length of service for seniority purposes.
- 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. Such teacher with a certificate outside the area in which they teach will be offered positions which are vacant or available if they have, or can get by the beginning of the next school year, certification for the vacant position. Teachers facing such a reduction may also replace teachers who have shorter periods of service, if all factors listed in

subsection (C) are considered and it is determined the parties are of equal ability and section C-3 shall apply.

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, 2014 to August 14, 2017. If negotiations for a successor AGREEMENT are not completed by August 14, 2017, 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, 2017 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 8th
day of ~~September~~, 2014.

October (DOB)
(SR)

ROWE SCHOOL COMMITTEE

By

L. DeB...

ROWE TEACHERS ASSOCIATION/MTA/NEA

By

Susan R. Fran...

APPENDIX A

Salary Schedule Effective August 15, 2014					1.5%
Step*	B	B+30	M	M+15	M+30
1	40,550	41,591	43,659	44,697	45,734
2	42,083	43,126	45,206	46,249	47,294
3	43,614	44,664	46,758	47,803	48,854
4	45,166	46,201	48,307	49,358	50,413
5	46,681	47,740	49,853	50,913	51,970
6	48,214	49,277	51,405	52,468	53,529
7	49,744	50,815	52,952	54,020	55,090
8	51,278	52,352	54,501	55,573	56,652
9	52,807	53,888	56,051	57,129	58,210
10	54,346	55,428	57,600	58,682	59,767
11	55,876	56,967	59,146	60,235	61,325
12	57,405	58,503	60,694	61,789	62,888
13	58,941	60,041	62,245	63,345	64,441
14	60,498	61,606	63,821	64,930	66,033
15	62,055	63,172	65,396	66,515	67,625
16	63,296	64,435	66,705	67,846	68,977
17	64,562	65,724	68,038	69,202	70,357
18	65,853	67,039	69,400	70,586	71,765

The Head Teacher will receive a stipend between the range of \$900 to \$1,200 per year as determined by the Principal.

The Student Mediation Advisor will receive a stipend of \$200 per year.

Salary Schedule Effective August 15, 2015					1.75%
Step*	B	B+30	M	M+15	M+30
1	41,260	42,318	44,423	45,479	46,534
2	42,819	43,881	45,997	47,059	48,122
3	44,377	45,446	47,576	48,640	49,709
4	45,957	47,009	49,152	50,222	51,295
5	47,498	48,575	50,725	51,804	52,880
6	49,057	50,140	52,304	53,387	54,466
7	50,615	51,704	53,878	54,966	56,054
8	52,175	53,268	55,455	56,546	57,644
9	53,732	54,831	57,032	58,129	59,229
10	55,297	56,398	58,608	59,709	60,813
11	56,854	57,964	60,181	61,289	62,398
12	58,410	59,526	61,756	62,870	63,989
13	59,973	61,092	63,334	64,454	65,569
14	61,557	62,685	64,938	66,066	67,188
15	63,141	64,277	66,541	67,679	68,809
16	64,404	65,563	67,872	69,033	70,184
17	65,692	66,874	69,229	70,413	71,588
18	67,006	68,212	70,614	71,821	73,020

The Head Teacher will receive a stipend between the range of \$900 to \$1,200 per year as determined by the Principal.

The Student Mediation Advisor will receive a stipend of \$200 per year.

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Salary Schedule Effective August 15, 2016					2%
Step*	B	B+30	M	M+15	M+30
1	42,085	43,165	45,312	46,388	47,465
2	43,676	44,759	46,917	48,000	49,084
3	45,264	46,355	48,528	49,613	50,703
4	46,876	47,949	50,135	51,227	52,321
5	48,448	49,546	51,740	52,840	53,937
6	50,038	51,142	53,350	54,454	55,555
7	51,627	52,738	54,956	56,065	57,175
8	53,219	54,333	56,564	57,677	58,797
9	54,806	55,928	58,173	59,292	60,414
10	56,403	57,526	59,780	60,903	62,029
11	57,991	59,123	61,385	62,515	63,646
12	59,578	60,717	62,991	64,128	65,269
13	61,172	62,314	64,601	65,743	66,880
14	62,788	63,938	66,237	67,387	68,532
15	64,404	65,563	67,872	69,033	70,185
16	65,692	66,874	69,230	70,414	71,588
17	67,006	68,212	70,614	71,821	73,020
18	68,346	69,576	72,026	73,258	74,481

The Head Teacher will receive a stipend between the range of \$900 to \$1,200 per year as determined by the Principal.

The Student Mediation Advisor will receive a stipend of \$200 per year.