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AGREEMENT BETWEEN THE
TANTASQUA REGIONAL SCHOOL COMMITTEE
AND THE
TANTASQUA EDUCATION ASSOCIATION
UNIT C
(EDUCATIONAL SUPPORT PROFESSIONALS)
FY 2016-2019

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Whereas, pursuant to the Provisions of Massachusetts General Law, Chapter 150E, the Committee has met with the representatives of the Association and the parties have fully considered and discussed all the proposals made by either party as to wages, hours, and working conditions. Now, therefore, the Committee and the Association agree on the following provisions to be effective as set forth in this agreement.

ARTICLE 1:

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Brimfield, Brookfield, Holland, Sturbridge, and Wales, and essential to the achievement of that purpose, we, the undersigned parties to the contract, declare that:

- A. Under the law of Massachusetts, the committee, elected by the citizens of the Tantasqua Regional School District, has the final responsibility for establishing the educational policies of Tantasqua Regional School District.
- B. The Superintendent of Schools of the Tantasqua Regional School District (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies established.
- C. The Educational Support Professional staff [hereinafter referred to as E.S.P.] of the Tantasqua Regional School District has the responsibility for assisting in the provision of educational instruction of the highest possible quality.
- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, and the E.S.P. members.
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE 2:

RECOGNITION

- A. The Tantasqua Regional School District Committee ("Committee") recognizes the Tantasqua Education Association/MTA/NEA ("Association") as the exclusive representative for the purposes of collective bargaining of the following Educational Support Professionals ("E.S.P."): all Instructional Assistants, **Education Assistants**, Integration Assistants, ABA Assistants, Library Assistants, In-School Suspension Supervisors, Permanent Substitutes, Nurse's Assistant, and Job Coaches, but excluding the Superintendent(s), the School District Business Manager, Building Principals, Assistant Principals, Teachers, Counselors, School

Nurses, Secretaries, Bookkeepers, Custodians, School Cafeteria Workers, and all other district employees. Unless otherwise indicated, unit members will hereinafter be referred to as "employees", and any reference to male employees will include female employees. The Unit shall be designated Unit C.

- B. As used hereafter the term employees shall be understood to mean an employee for whom the Association has been recognized as the exclusive representative and only such employees are covered by this agreement.
- C. The "Agreement" is a complete Agreement between parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement. No prior Agreement or Agreements have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Association any modifications or additions to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE 3:

DEFINITIONS

Full/Part Time:

A **Full Time** employee, for the purpose of this Agreement, is defined as a school year employee, who is regularly scheduled for at least thirty (30) hours per week.

A **Part Time** employee, for the purpose of this Agreement, is defined as a school year employee, who is regularly scheduled for less than thirty (30) hours per week.

ARTICLE 4:

WORK DAY/WORK YEAR

- A. All full time employees and part time employees classified as Instructional Assistants, Integration Assistants, **Education Assistants**, ABA Assistants, Job Coaches, Library Assistants, Permanent Substitutes, In-School Suspension Supervisors, and Nurse's Assistant will work 180 days in which school is in session plus the day before school begins, if assigned. It is specifically noted that employees who are scheduled to work a full day will be paid for a full day for the day preceding Thanksgiving.
- B. Any additional workdays beyond the regular school year will be arranged on an individual basis according to the needs of the school Principal and with the approval of the Superintendent. In addition, employees may work up to an additional five (5) hours per week with the approval of the Principal with such time to be used for meeting with students,

teachers and/or parents and for such activities as classroom preparation, progress reports and/or professional development.

ARTICLE 5:

CONDITIONS OF EMPLOYMENT

A. Workday and Benefits

1. Educational Support Professionals will receive a thirty (30) minute duty free lunch.
2. Educational Support Professionals will be paid on the following basis: Instructional Assistants, Integration Assistants, **Education Assistants**, ABA Assistants, Job Coaches, Library Assistants, and Nurse's Assistant, on an hourly basis; In-School Suspension Supervisor on an annual salary; and Permanent Substitutes will be paid on a daily rate basis. Hours worked in excess of forty (40) hours in a week will be paid at time and one-half. All overtime must be pre-approved by the Principal.
3. All contractual benefits, with the exception of Group Insurance, which is subject to the provisions of M.G.L. c. 32B, shall be provided to part time employees on a pro rata basis.
4. The workday assignment will be determined by the Principal. Any unit member may request dedicated organization time based on workload and assignments. The Principal or his/her designees may approve organizational time at their discretion. Organizational time may be approved for a single day or multiple days, depending on the situation. When approved, the Principal or designee will clearly state the time and length of such organization time.

B. Duties:

1. Each Educational Support Professional shall receive a copy of his/her approved job description at the time of hire, or within two weeks of School Committee adoption of an updated job description.

C. Professional Development:

1. When Educational Support Professionals attend scheduled workshops or conferences that have been approved by the Principal, employees will receive their hourly rate of pay while in attendance. Travel time to and from workshops or conferences within the district will not count towards hourly pay. Out-of-town arrangements shall be made with the Principal.
2. All ten month Education Support Staff Members, will be dismissed with the students on the four (4) Early Release Professional Development Days, and will be paid only for time worked on these days. In exchange, these ten month employees will attend district-wide and building based activities the day before school opens and will attend the one full day district-wide professional development day or two (2) afternoons of PD on the early release days. Staff will be paid for these full days at their hourly rate, therefore ensuring

they receive at least 180 days of full pay during the ten month period. As these two Professional Development Days will be considered part of the work year, employees not attending either of these days will be charged personal/sick time and paid as such.

3. Staff may, ~~at the principal's request, stay and work the full day of an early release day.~~ If/when this happens the employee will always be paid for time worked at their hourly rate.

~~On days when students are released, the employee will have the option of taking the afternoon off without pay.~~

4. Educational Support Professionals will be reimbursed up to the equivalent tuition cost of a three credit course at Worcester State College for the successful completion of a three-credit course that is related to their employment and that is approved, in advance, by the Superintendent. An individual will be eligible to receive up to two (2) such reimbursements in a given fiscal year after submitting an official grade report of transcript to the Superintendent that demonstrates successful completion of the course and evidence that the tuition payment was made for that course.
- D. Administration will distribute a letter of job assurance to members of this Association by July 1st for the following school year, unless the District budget has not been approved by at least four member towns.

The School District will issue assignments for the following school year as soon as reasonable based upon operational considerations, no later than August 15th. These tentative assignments are subject to change prior to and during the school year, based on operational considerations.

ARTICLE 6:

EVALUATION

Purpose of Evaluation

The purpose of evaluation is to recognize and improve, as necessary, staff effectiveness in providing the best possible environment for the students of the Tantasqua Regional School District. That environment includes both emotional and physical attributes. The attitudes of employees in working with children, the cleanliness of the school buildings and grounds, and the cooperative spirit in which tasks are completed all contribute to a positive environment for our students.

Evaluation should be a continuous and cooperative process between the evaluator(s) and the employee. The evaluation should place major emphasis on assisting the employee in achieving growth that is consistent with the basic philosophy, goals and objectives of the Tantasqua Regional School District.

Evaluation Reports

Each employee will receive a Summative evaluation annually.

One designated evaluator will evaluate each employee. At the beginning of each school year, the employee shall be told who the evaluator will be. If it is necessary to change the evaluator during the course of the school year, the employee shall be promptly notified of said change.

Due to the varied daily responsibilities of the employees, information in the evaluation may be gathered through observation visits, work product, informal observation in the work setting and/or a cumulative number of walkthroughs. The Evaluator shall immediately address any concerns regarding an employee's performance during the year.

The evaluator will meet with the employee to share and review their summative evaluation by May 31st. The report will be signed by both the evaluator and the employee, and the employee will receive a copy of the same. The employee's signature does not indicate agreement with the evaluation, but simply acknowledges that they have received the evaluation. The employee will have the right to include a written response to the evaluation, and the response will be viewed by the Superintendent and become part of the evaluation placed in the folder.

The Evaluation Tool is attached as Appendix A

ARTICLE 7:

HOLIDAYS

All Educational Support Professionals shall receive nine (9) paid holidays. They will be: Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, and Good Friday.

Employees hired after the start of the school year will receive holiday payment for those holidays that fall within dates of employment.

Good Friday: If school is in session on this day, Unit members will be paid for Patriot's Day instead.

ARTICLE 8:

DELAYS AND EARLY RELEASES

All Educational Support Professionals covered by this Agreement will be paid their regular full day's pay when there are delayed openings or early releases due to weather or any other emergency conditions.

When school is cancelled by the Superintendent, employees will not be expected to report to work, as these days will be added to the end of the school year calendar. These days will be paid at the end of the year when worked, not at time of cancellation.

In the case of a declared a state of emergency by the appropriate state or local officials, AND if the Commissioner of Education determines that the students of Tantasqua do not have to make up that day, all Educational Support Professionals will be paid for their regular work hours for that day as if they had worked.

ARTICLE 9:

LEAVES OF ABSENCE

- A. All Educational Support Professionals shall receive five (5) sick days during their first year of employment, seven (7) during their second, and ten (10) thereafter. Sick days may be accumulated to seventy (70) days. **Once they have reached the maximum accumulation** all Educational Support Professionals will have the option of being reimbursed for one-half (1/2) of any unused yearly sick days **over seventy (70)** at the conclusion of each fiscal year. Reimbursement will be at the normal daily rate and hours of the employee.

Up to seven (7) days of accumulated sick leave may be used to care for a member of the immediate family.

In the event that a member of the Association has exhausted his/her sick leave due to a critical or long term illness or accident of said member, the Association must notify the Superintendent, in writing, of its intent to activate the following provision:

The Association will solicit sick day donations from all TEA Unit C members to cover the absent employee. No member is obligated to make a donation. The Association will then assemble and provide the administration with a 30 day list (if that many days were donated) of donors in the order in which they will be charged. (i.e., Day 1 Employee A, Day 2 Employee B, Day 3 Employee C) When the first round of donated days is exhausted and if more are needed, another request for donations will be made and another 30 day list provided. This process may be repeated but will be capped at 90 days unless both parties agree to continue. The Association will take full responsibility for soliciting the days and providing the 30 day list to the office. The Administration will provide the Association with the total number of days charged at the end of the year.

After donating thirty (30) days each time the sick bank is activated, should Unit C not have enough donations for another round, they may petition the Superintendent to open donation requests to Unit A members. This provision is only intended for extenuating situations. The Superintendent's decision is final and not grievable.

Unless special circumstances exist, a request to activate this provision must be made in writing to the Superintendent at least two weeks before the expected implementation.

Subsequent 30 day extensions should also be forwarded to the Superintendent's office two weeks in advance.

The Association may petition the Superintendent and/or School Committee to activate this provision for a critical illness involving the spouse or child of a member. Their decision on this request is final and not subject to the grievance procedure.

- B. All Educational Support Professionals shall receive two (2) personal days per year. Personal

day requests must have at least forty-eight (48) hours advance notice. Personal days may be used for personal business that cannot be scheduled at any other time other than during the school day. Personal days may not be used before or after a holiday or scheduled school vacation **unless petition is made to the Superintendent to grant such leave based on extenuating circumstances.**

C. All Educational Support Professionals shall receive two (2) family days. Family day requests must have at least forty-eight (48) hour advance notice. Family days may be used for family matters that cannot be scheduled at any other time other than during the school day. Family days may not be used before or after a holiday or scheduled school vacation.

D. Bereavement Leave: All Educational Support Professionals are entitled to three (3) days leave with pay for a death in the immediate family if the death occurs during the 180-day school year. Immediate family is defined as husband, wife, children, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, grandparent, or any other member of the immediate household. The Superintendent may authorize one (1) day absence with pay for the death of a family member or close friend. Request should be made forty-eight (48) hours in advance whenever possible.

E. Other Leave:

1. Jury Duty will be given in accordance with State and Federal Laws.
2. Military Leave will be given in accordance with State and Federal laws.
3. Unpaid Leave- Family Leave may be requested in accordance with the Family and Medical Leave Act.
4. Any employee as defined in Article 2 is responsible during unpaid leave for the full cost of any benefit plan to which he or she may subscribe, except that pursuant to the FMLA, leave taken under the Act, the Committee shall continue to pay its share of Group Insurance.

F. Maternity/Parental/Adoptive Leave

1. **For maternity/parental leave which commences on or after April 1 during the school year, a member will be eligible for an additional year of unpaid parental leave during the following school year. For maternity/parental leave which commences prior to April 1, a member will be granted maternity/parenting leave for the remainder of the current school year only. Requests for additional leave may be made by the Superintendent on a case by case basis. The Superintendent's decision is not grievable.**
2. **A member requesting maternity leave shall, except in cases of premature delivery, give at least two (2) weeks prior notice to the commencement of the leave of her anticipated date of departure and intention to return.**

3. A member may, during the disability period, apply her accumulated sick leave to the disability resulting from her pregnancy, childbirth and recovery from childbirth. Sick leave shall be allowed only for days that members would normally be working during their regular work year. The member's attending physician shall certify to the Superintendent the length of the member's disability period. A member who desires to return to work at the end of her disability period may then return to work.
4. A member not otherwise covered by the above subsections shall be entitled to parental or adoptive leave under the same terms and conditions as set forth above, except that the member shall not be eligible for sick leave, and provided that such leave shall commence immediately following the birth or arrival in the home of the child to be adopted or in the event the employee is required to take time prior to the adoption which is directly related to the adoption. Adoption leave, for the purpose of this article, shall mean leave to adopt a child who is under 18 years old, or a child who is mentally or physically handicapped or who is from a country other than the United States. Parental leave, for the purpose of this Article, shall mean leave granted following the birth of an employee's child, or child to be adopted, provided such child is under 18 years old, or if the child is mentally or physically handicapped or from a country other than the United States.
5. In the event that the reason for leave under this Article is no longer operative, then such member, with the approval of the Superintendent, may return to work.
6. All benefits to which a member was entitled at the time his/her leave commenced, minus any sick leave used, will be restored upon return, and the member will be assigned a position for which he/she is certified.

ARTICLE 10:

GROUP INSURANCE and ANNUITY PLAN

Group Insurance

- A. The Tantasqua School Committee having adopted sections 9a, 9d, and 18 of Chapter 32B of the Massachusetts General Laws, will provide and make payroll deductions for the following with respect to all ESPs who have not indicated in writing to the Committee that they elect not to be covered. Any such request may be made by a member in writing and shall be filed with the Superintendent.
 1. The District will pay ninety-nine (99%) percent of the cost of a \$15,000 term life insurance plan.
 2. The District will pay sixty (60%) percent of the cost of the following types of insurance coverage:

- a. Individual or family group health coverage, whichever applies in the particular case. The Committee and the Professional Rights and Responsibilities Committee of the Tantasqua Education Association must mutually agree to any change in health carrier/coverage.
 - b. Individual or family group dental coverage, whichever applies in the particular case. The Committee and the Professional Rights and Responsibilities Committee of the Tantasqua Education Association must mutually agree to any change in dental carrier/coverage.
3. Employees will be permitted to transfer into the Region's above described insurance plan annually during the open enrollment period, unless such change is necessitated by loss of other coverage due to circumstances beyond the employee's control.
 4. The Committee shall consult with the Insurance Advisory Committee (Chapter 32B section 3) for the purpose of securing the written recommendations of a majority of the membership of said committee regarding any change in health insurance benefits. Any changes in health insurance must be negotiated with the Association and the Committee
 5. Pre-Tax Insurance Deductions:
Unit C members shall be able to make premium payments for health insurance, group life insurance, long-term disability and other forms of insurance (where appropriate) with pre-tax earnings, said transaction to be handled in accordance with the terms and provisions of Massachusetts General Laws, Chapter 697.
 6. Annuity Plan:
The School Committee agrees to enter into a written agreement with any of the members of the employee unit to purchase an individual or group annuity contract for such employee or employees, said transaction to be handled in accordance with the terms and provisions of Massachusetts General Laws, Chapter 71, Section 37B and all IRS current and future regulations. Unit members will be allowed to make changes in their annuity plan(s) by November 1st of each fiscal year.
 7. Discontinuation of Payroll Deductions:
Any Unit C member desiring to have the Committee discontinue deductions he has previously authorized must give the Superintendent thirty (30) days' advance written notice.

ARTICLE 11:

RETIREMENT BENEFITS

Retirement-a full-time or part-time employee intending to retire after attaining age fifty-five (55) and having served ten (10) years in the Tantasqua Regional School District, after giving notice of their retirement date, shall receive six hundred dollars (\$600) per year over and above their salary for a period of three years immediately prior to the actual separation date. Gross benefits under this retirement provision shall under no circumstances exceed one thousand eight hundred dollars

(\$1800). In cases of death, the stipend shall be paid forthwith to the employee's spouse, or if there is no spouse, to his/her children, or if there is no spouse or child, to the employee's estate.

Should a full time employee decide that they need to retire before the three-year period due to a documented health-related issue, the employee shall still receive the three years of compensation, which shall continue after they retire, so that the total shall equal three years of compensation.

ARTICLE 12:

REDUCTION IN FORCE

- A. The language in this article will apply only to employees who are laid off because of the following:
 - 1. their position has been eliminated, or
 - 2. they have been displaced from their position by another Paraprofessional.
- B. Employees with three (3) years or more of service, whose positions have been eliminated, may request and will be given preference to transfer to another position occupied by an employee with lower length of service within their job classification.
- C. Employees with fewer than three (3) years of service shall be retained based upon a combination of the following criteria:
 - 1. performance evaluations
 - 2. administrative observations
 - 3. attendance record
 - 4. length of service
- D. Employees shall be credited for seniority purposes with all time spent on any paid leave of absence provided for in this Agreement.
- E. Paraprofessionals who have been laid off shall be entitled to recall rights for a period of one year from the date of layoff. During the recall period, Paraprofessionals shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective lay-off, and all legally accrued contractual benefits to which the Paraprofessional was entitled at the time of the lay-off shall be restored in full upon re-employment within the recall period.
- F. During the layoff period, employees shall be eligible to continue in the group life and health insurance plans by paying 100 per cent of the premiums, insofar as such participation is permitted by Massachusetts General Law, Chapter 32B.
- G. Upon return to the system, employees shall have all previously earned and

accrued benefits, including accumulated sick leave and seniority, restored to them.

- H. Any Paraprofessional on the recall list who is offered a position and declines, relinquishes their right to future recall.

ARTICLE 13:

DISCIPLINE AND DISCHARGE

For any new employees covered by this agreement, that employee's first two (2) years of employment with the Committee shall constitute his/her probationary period. No layoff or discharge of an employee made during their probationary period shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding hereunder.

An employee who has completed his/her probationary period shall not be discharged or disciplined except for good cause. The employee shall be given a written statement of the specific reason or reasons for such discharge or discipline.

Any employee who has completed their probationary period and who is aggrieved by the above action shall have recourse to the grievance procedure, starting at Level Two.

ARTICLE 14:

GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint, a violation, misinterpretation, or inequitable application of any of the provisions of this contract. As used in this section, the term "member" shall also mean a group of members having the same grievance.
- B. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems that from time to time may arise and affect the conditions of employment of the employees covered by this contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.
- C. If at the end of the ten (10) school days following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level One following the procedure set forth, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified.
- D. Time limits contained in the levels of the grievance procedure may be extended by

written mutual agreement.

- E. While both parties may maintain files on/of grievances and disposition thereof, the Committee shall not make any entry or file any paper in the personnel file of any employee involved in a grievance except as may be required to implement disposition thereof.
- F. Times for meetings to discuss grievances shall be scheduled outside of school hours unless in the judgment of the Superintendent a meeting during school hours is desirable to facilitate production of appropriate information.

Informal Level:

In the event an E.S.P. member believes he/she has a grievance it shall first be discussed by the member and/or the President of the Tantasqua Education Association and/or his designee (hereinafter referred to as the Association) with the member's immediate supervisor and/or the Principal of the building where the alleged incident occurred. If no satisfactory settlement is made, the matter shall then be settled as outlined in Level One through Level Four.

Level One:

The aggrieved member and/or Association shall, within ten (10) school days after the violation, misinterpretation, or inequitable application becomes known, present the grievance in writing to the Principal of the building where the alleged incident occurred. The written grievance shall state the nature of the incident, the section or sections of this contract upon which the grievance is based, and the relief sought. The member and/or Association shall sign the written grievance. The building Principal shall give his/her answer in writing by the end of five (5) school days after receipt of the grievance.

Level Two:

If, at the end of this five (5) school day period, no satisfactory settlement is agreed upon as provided for in Level One, the matter shall be referred by the member and/or Association within five (5) school days to the Superintendent who shall review the grievance and give a written decision within ten (10) school days after receipt of the grievance.

Level Three:

Level Three is reserved for grievances for matters over which the School Committee is authorized by law and/or this contract to be the decision-maker. If, at the end of this ten (10) school day period, no satisfactory settlement is agreed upon as provided for in Level Two, the member and/or Association shall have five (5) school days to notify the Chairperson of the Professional Rights and Responsibilities Committee (PR&R) of the Tantasqua Education Association of the grievance. The Chairperson of the PR&R Committee shall, within five (5) school days of such notification, convene the PR&R Committee to discuss the grievance. If the PR&R Committee deems the grievance has merit, the grievance shall within ten (10) school days of such PR&R meeting be presented in writing by the member and/or Association to the Chairperson of the Tantasqua Regional School Committee. The grievance shall be scheduled for a closed hearing during the next regularly scheduled School Committee meeting between the member and/or Association and the School Committee. The Chairperson of the School Committee shall give a written decision

within ten (10) school days following this hearing.

Level Four:

If, at the end of this ten (10) school day period, no satisfactory settlement is agreed upon as provided at Level Three of the grievance procedure (or Level Two, if the School Committee declines jurisdiction), the Association may, within ten (10) school days after the Level Three decision is made, submit the grievance to arbitration through the American Arbitration Association. The fees for arbitration (exclusive of legal fees and costs of presentation incurred by each party) shall be shared equally between the Association and the Committee. Any arbitrator shall be limited in his/her decision to the specific terms of the express provisions of this contract and shall have no authority to add to, delete from, or otherwise modify its terms.

ARTICLE 15:

COMMITTEE RIGHTS

- A. The Committee is a public body established with the powers of Massachusetts General Laws and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee under the said General Laws of the rules and/or regulations of the Commonwealth of Massachusetts. The Committee retains those rights, powers, and duties it now has, may be granted, or have conferred upon it by the said General Laws. Except as specifically abridged or modified by the terms of this Agreement, the exercise of the Committee's aforesaid rights shall be final and binding and not subject to the grievance and/or arbitration procedure hereinafter.
- B. The employee's group (Unit C) agrees that the Committee has the authority over the policies and administration of all school departments that it exercises under the provisions of the law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the terms of this Agreement.
- C. This includes, but is not limited to the right to; add or eliminate departments; require and assign overtime, increase or decrease the number of jobs, change process; assign work and work to be performed; schedule the shifts and hours of duty-free lunch or break periods; hire, suspend, demote, discipline, or discharge, transfer or promote lay-off for lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations, establish new jobs, abolish and change existing jobs.
- D. The parties agreed that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the Agreement is silent, the Regional School Committee retains the right to make changes and will endeavor, where practical, to give the group advance notice of such changes.

ARTICLE 16:

PAYMENT OF WAGES

Full-time school year employees (scheduled Monday-Friday at least 6 hours per day) shall have the option of being paid in twenty-six (26) pay periods. If chosen, pay shall be calculated as follows: the employee's hourly rate shall be multiplied by the number of hours per day the employee works which shall be multiplied by the number of paid days in the school year, including holidays. This total will be divided twenty-six (the number of pay periods).

Adjustments for time off without pay and/or hours worked over the base per day hours will be made throughout the year, during the actual pay period the change occurred.

Requests for the twelve (12) month options must be made by June 1 of the school year prior to the one in which the payments will be received. All requests will be in writing. If no request is received by June 1, the employee will be paid on a biweekly basis, based on the actual number of hours worked.

Part-time employees (fewer than 6 hours per day or 5 days per week) shall be paid over the school year only, on a biweekly basis, based on the actual number of hours worked.

ARTICLE 17:

AGENCY FEE

Members of the bargaining unit who are not members of the Association shall be required to pay the agency service fee. Said fee shall be in the amount and be implemented as prescribed under Massachusetts General Law, Chapter 150E and the regulations of the Massachusetts Labor Relations Commission.

The School District shall not be responsible for the implementation, collection, or enforcement of the agency fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

It is understood that the deduction of the agency service fee may be made by the School District, with the person's written permission, through its Treasurer, pursuant to Massachusetts General Law, Chapter 180, §17b.

ARTICLE 18:
SALARY SCHEDULE

Instructional Assistants

Bachelors Degree Required

2016-17	2017-18	2018-19
2.25%	2.5%	2.5%

Years of Service	2016-17	2017-18	2018-19
1-2	\$19.72	\$20.22	\$20.72
3-4	\$22.18	\$22.73	\$23.30
5-7	\$25.06	\$25.69	\$26.33
8-10	\$27.71	\$28.40	\$29.11
11-14	\$31.22	\$32.00	\$32.80
15+	\$32.42	\$33.23	\$34.06

15+ years will receive an Annual Longevity Stipend of \$400.00 each year of this contract.

An Instructional Assistant will receive additional compensation when substituting for a teacher for more than twenty (20) minutes at the following rate:

Junior High \$6.00 per period

Senior High \$8.50 per block

Integration Assistants/Job Coaches

Post-Secondary and/or Associate's Degree Required

Years of Service	2016-17	2017-18	2018-19
1-2	\$14.26	\$14.62	\$14.99
3-4	\$16.39	\$16.80	\$17.22
5-7	\$18.04	\$18.49	\$18.95
8-10	\$19.82	\$20.31	\$20.82
11-14	\$21.83	\$22.38	\$22.94
15+	\$23.04	\$23.61	\$24.20

15+ years will receive an Annual Longevity Stipend of \$400.00 each year of this contract.

ABA/Behavioral Programming Assistant (Integration Schedule plus .50 differential)

Years of Service	2016-17	2017-18	2018-19
1-2	\$14.78	\$15.14	\$15.52
3-4	\$16.90	\$17.32	\$17.76
5-7	\$18.55	\$19.01	\$19.49
8-10	\$20.33	\$20.84	\$21.36
11-14	\$22.34	\$22.90	\$23.47
15+	\$23.55	\$24.14	\$24.74

Library Assistants
Associate's Degree
Required

Years of Service	2016-17	2017-18	2018-19
1-2	\$14.26	\$14.62	\$14.99
3-4	\$16.39	\$16.80	\$17.22
5-7	\$18.04	\$18.49	\$18.95
8-10	\$19.82	\$20.31	\$20.82
11-14	\$21.83	\$22.38	\$22.94
15+	\$23.04	\$23.61	\$24.20

15+ years will receive an Annual Longevity Stipend of \$400.00 each year of this contract.

Permanent Substitutes

Bachelor's Degree Required: DOE certification preferred

Years of Service	2016-17	2017-18	2018-19
1-5	\$116.21	\$119.11	\$122.09
6-14	\$122.39	\$125.45	\$128.59
15+	\$128.58	\$131.79	\$135.09

The daily rate will increase by \$10.00 per day when assigned for ten (10) consecutive days to the same classroom teacher's duties. The additional \$10.00 will be retroactive to the first day of the ten (10) consecutive day period.

15+ years will receive an Annual Longevity Stipend of \$400.00 each year of this contract.

In School Suspension

Associate's Degree

Years of Service	2016-17	2017-18	2018-19
1-5	\$26,433.68	\$27,094.52	\$27,771.89
6+	\$29,239.63	\$29,970.63	\$30,719.89

In School Suspension

Bachelor's Degree

Years of Service	2016-17	2017-18	2018-19
1-5	\$30,263.15	\$31,019.73	\$31,795.22
6+	\$33,475.16	\$34,312.04	\$35,169.84

15+ years will receive an Annual Longevity Stipend of \$400.00 each year of this contract.

Nurse's Assistant

Hourly Rate

Years of Service	2016-17	2017-18	2018-19
1-2	\$24.27	\$24.88	\$25.50
3-4	\$25.53	\$26.17	\$26.82
5-7	\$26.76	\$27.43	\$28.11
8-10	\$28.00	\$28.70	\$29.41
11-14	\$29.22	\$29.95	\$30.70
15+	\$30.47	\$31.23	\$32.01

15+ years will receive an Annual Longevity Stipend of \$400.00 each year of this contract.

A Nurse Assistant will receive additional compensation when substituting for more than twenty (20) minutes at the following rate:

Junior High \$6.00 per period

Senior High \$8.50 per block

Education Assistant
Hourly Rate

Years of Service	2016-17	2017-18	2018-19
1-2	\$13.69	\$14.03	\$14.38
3-4	\$15.04	\$15.42	\$15.80
5-6	\$16.39	\$16.80	\$17.22
7-8	\$17.74	\$18.18	\$18.64
10+	\$19.10	\$19.58	\$20.07

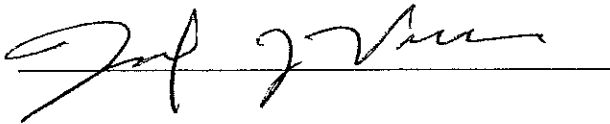
ARTICLE 19:

DURATION

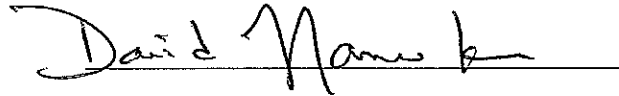
- A. This contract will be effective for the period **July 1, 2016 through June 30, 2019**.
Negotiations for a successor agreement may be opened by either party by giving notice to the other party on or after **January 1, 2019**. If negotiations for a successor agreement are not completed by June 30, 2019, the provisions of this agreement will remain in full force and effect until a successor agreement is executed.

Agreed to this 20th day of May, 2016.

For the Tantasqua Regional School
Committee:



For the Tantasqua Teachers' Association
Unit C (Educational Support Professionals)



Tantasqua/Union 61 Support Staff Staff Evaluation

NAME:	POSITION:
PERIOD COVERED BY REVIEW:	

Definition of Performance Ratings

- E – Exemplary:** The employee’s performance consistently and significantly exceeds the requirements of the positions. The employee with this rating could serve as a model of practice district-wide.
- P – Proficient** The employee’s performance fully and consistently meets the requirements of the position. A Proficient rating is understood to be fully satisfactory.
- NI – Needs Improvement:** The employee’s performance is below the requirements of the position, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- U – Unsatisfactory:** The employee’s performance not significantly improved following a rating of needs improvement, or the employee’s performance is consistently below the requirements of the position and is considered inadequate, or both.
- N/A – Not Applicable:** Not applicable or too soon to rate.

RATING:	GENERAL FACTORS:
	<p>Quality – the extent to which the employee’s work is accurate, neat, and/or thorough.</p> <p>Comments:</p>

	<p>Productivity – the extent to which an employee completes the job that is assigned them in a given period.</p> <p>Comments:</p>
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	<p>Job Knowledge – the extent to which an employee possesses the practical/technical knowledge required on the job.</p> <p>Comments:</p>
	<p>Reliability – the extent to which an employee can be relied upon regarding task completion and follow-up.</p> <p>Comments:</p>
	<p>Independence – the extent to which an employee performs work with little or no supervision.</p> <p>Comments:</p>
	<p>Creativity – the extent to which an employee proposes ideas and finds new and better ways of doing things.</p> <p>Comments:</p>
	<p>Availability – the extent to which an employee is punctual, observes prescribed work break/meal periods, and has an acceptable overall attendance record.</p> <p>Comments:</p>
	<p>Initiative – the extent to which an employee seeks out new assignments and assumes additional duties when necessary.</p> <p>Comments:</p>
	<p>Adherence to Policy – the extent to which an employee follows safety rules, conducts him/herself appropriately, and adheres to school policies.</p> <p>Comments:</p>
	<p>Interpersonal Relationships – the extent to which an employee is willing and demonstrates the ability to cooperate, work, and communicate respectfully with co-workers, supervisors, subordinates, and/or outside contacts.</p> <p>Comments:</p>

	<p>Judgment – the extent to which an employee demonstrates proper judgment and decision-making skills when necessary.</p> <p>Comments:</p>
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OVERALL COMMENTS:

STRENGTHS:

AREAS FOR IMPROVEMENT:



 Evaluator Signature and Date

 Evaluatee Signature and Date
 (Indicating receipt only)

EMPLOYEE COMMENT(S):

