

**Memorandum of Agreement  
Between  
The Tantasqua Education Association (Unit A)  
And  
The Tantasqua Regional School Committee**

This Agreement is made and entered into by and between the Tantasqua Education Association (Unit A) (Association) and the Tantasqua Regional School Committee (Committee). This Memorandum of Agreement amends the collective bargaining agreement which was in effect from July 1, 2012 - June 30, 2015. Where said collective bargaining agreement is not amended, modified or revised by this Memorandum of Agreement, then such provisions shall remain in full force and effect for the duration of the collective bargaining agreement. Now, therefore the parties hereby agree as follows:

NEGOTIATION PROCEDURE (p2)

Either party may initiate a request to enter into negotiations over the terms of a successor agreement by ~~Nov.~~ **December** 1 of the year preceding the year in which the agreement expires. Negotiations will commence ~~within sixty (60) days after the request is received~~ **by February** unless an extension is agreed to by both parties. If a new agreement has not been reached prior to the expiration of the current agreement, then the provisions of the current agreement shall be maintained in full force and effect until such time as the parties execute a successor agreement.

ARTICLE III L.3 (p7)

Teachers shall be compensated at a rate of \$150 per day (**approximately 6 hours**) with a maximum award of \$2500 per year, per individual, whether said individual is involved in one or more projects.

ARTICLE VII A.3 (p9)

An employee ~~directed~~ **when requested** by the building principal or technical director to work an additional day(s) in addition to those specified elsewhere in the contract will be paid at the per diem rate. The building principal or technical division principal **and the teacher will mutually agree on dates of the additional assign**~~ment~~ days.

ARTICLE VII B.1 (p9)

The starting and dismissal time for students, as established by the Committee, are subject to modification by the Committee, provided that no such modification will increase the length of the teachers' teaching day **nor will it shift the starting or ending time by more than twenty (20) minutes in total.**

ARTICLE VII D.5 (p10) (**move to article XX PART TIME EMPLOYEES**)

Teachers who work a part time schedule are expected to participate in all 3 (three) Conferences and "Back to School Nights". Any part time teacher unable to attend due to other work commitments may make arrangements with the building principal for an alternative date.

ARTICLE VII F.1 (p10)

~~1. Jr High: Junior high teachers, in addition to their lunch period, will have a preparation period during which they will not be assigned to any other duties. Junior high English teachers will have two (2) preparation periods except on days when they must attend team meetings. English teachers will not however, be required to attend more than 2 such meetings each week.~~

**1. Jr High: Junior High teachers, in additional to their daily duty free lunch period, will have a preparation period during which they will not be assigned to any other duties. Teachers will not be required to relinquish their duty free preparation period.**

ARTICLE VII G.1 (p11)

~~1. Junior High: Junior high teachers will not be assigned more than seven (7) periods per day consisting of at least one preparation period and not more than 6 student supervision periods. Teachers of English, Math, Science, Social Studies, World Languages and Reading will not be assigned more than five (5) teaching periods per day.~~

**1. Junior High: Junior high teachers will have a daily preparation period and will not be assigned more than 5 teaching periods per day.**

ARTICLE VII G.2 (p11)

**2. Add second paragraph: If during the terms of this agreement, there is a desire to change from the above format, the parties agree to reopen the contract for this one issue.**

ARTICLE X C (p13)

Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, sexual orientation, **gender identity** or marital status. In compliance with the Federal Labor Relations Law, Tantasqua Regional Junior High, Senior High School and Vocational High School are equal opportunity employers.

ARTICLE XI A (p13)

Whenever any vacancy in a professional position occurs during the school year, (August to June) it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school **and on the District website** as far in advance of the appointment as possible. Qualifications for the position, its duties, and its rate of compensation, will be clearly set forth.

ARTICLE XI C (p13)

Accordingly, Notice of Vacancy in an established or newly created position occurring during vacation period shall be communicated to the Association President or his designee **in each building and posted on the District Website.**

ARTICLE XII E (p14) Should be labeled D

~~Teachers shall be evaluated according to Appendix B~~ **The Teacher Evaluation Instrument is hereby incorporated into this Agreement by reference.**

ARTICLE XIII A.2 (p15)

2. Up to seven (7) days of accumulated sick leave may be used to care for a member of the immediate family. **The superintendent may grant at his/ her discretion, additional use of accumulated sick leave on a case by case basis.**

ARTICLE XIII A 5 (p15)

Any teacher with professional status requiring an extended sick leave over and above his or her accumulative sick leave will receive his or her regular salary for an additional period equal to his or her accumulated sick leave, not exceeding fifty (50) days, as of **the first day of the September 1 of that** school year.

ARTICLE XIII A.7 (p15)

Upon death or retirement a teacher shall be entitled to payment of a stipend based upon the amount of sick leave they have accumulated as of the date of death or retirement at the rate of \$25.00 per day. In cases of retirement, said stipend shall be paid in equal installments payable once each year by July 10 in the three (3) fiscal years following retirement. **If feasible, the District may opt to pay the stipend in a lump sum.** In cases of death, the stipend shall be paid forthwith to the teacher's spouse, or if there is no spouse to his/her children, or if there is no spouse or child, to the teacher's estate.

ARTICLE XIV A.5 (p16) Delete and renumber remaining

~~**Absences for critical illness in the immediate family shall be charged against the emergency personal leave.**~~

ARTICLE XIV B (p16)

~~**Time necessary for no more than two Association representatives to attend Massachusetts Teachers Association and/or Massachusetts Vocational Association conferences and conventions on a non-pay status.**~~

ARTICLE XIV D (p17)

Absence without leave will constitute non-pay status and disciplinary action may be taken. Non-pay status is defined as ~~1/180~~ **1/183** of annual contract amount.

ARTICLE XV C.2 (p17)

A teacher requesting maternity leave shall, except in cases of premature delivery, give **at least two (2) weeks** ~~three (3) months~~ prior notice to the commencement of the leave of her anticipated date of departure and intention to return.

ARTICLE XX New B.3 (p 22)

**Conferences and "Back to School Nights" - Teachers who work a part time schedule are expected to participate in all 3 (three) Conferences and "Back to School Nights." Any part time teacher unable to attend due to other work commitment may make arrangements with the building principal for an alternative date. (moved from Article VII)**

ARTICLE XX New B.4 (p 22)

**Staff meetings - If staff meetings and or department meetings are held on an afternoon that the part time teacher is not scheduled to work, the teacher is responsible for obtaining the information covered.**

ARTICLE XX New B.5 (p 22)

**Professional Development Days - Part time teachers who are not scheduled to work on professional development days are encouraged to attend and will receive their pro rated per diem rate for any time they were not scheduled to work.**

ARTICLE XXI A.1 (p23)

It is agreed that deductions shall be made from the salary of any teacher so requesting for dues to the Tantasqua ~~Education Teachers'~~ Association, the Massachusetts Teachers' Association, and the National Education Association. Authorization must be in writing in a form similar to the one set forth...

<u>Organization</u>	<u>Per Annum</u>
Tantasqua <del>Education Teachers'</del> Association	\$ _____
Massachusetts Teachers' Association	\$ _____
National Education Association	\$ _____
TOTAL	_____

ARTICLE XXI A.2 (p23)

The Tantasqua ~~Education Teachers'~~ Association will verify to the Committee in writing the current rate of membership dues. The Association will give the committee thirty (30) days' written notice prior to the effective date of any change in the rate of membership dues.

ARTICLE XXI B (p24) **Delete and re-letter**

**Credit Union:**

**~~It is agreed that deductions shall be made from the salary of any teacher so requesting for the purchasing of shares in the Massachusetts Teachers' Association Credit Union.~~**

ARTICLE XXI Formerly G, now F (p25)

**~~The Tantasqua Regional School District Committee and the Tantasqua Education Association agree to increase the current health insurance copy from \$10.00 per office visit to \$15.00 per office visit beginning July 1, 2012.~~**

**~~Co-Pays for office visits are \$15.00.~~**

ARTICLE XXIV ( p26)

A. The Association president will not be assigned non teaching duties.

ARTICLE XXIV ( p26) New B

**B. The Association will be granted up to six (6) Association days annually for designated members to attend MTA/NEA Conferences, trainings, meetings or conventions.**

ARTICLE XXVI (p28)

The employer, by himself or his agent, because of the race, color, religious creed, national origin, homelessness, sex, **gender identity**, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information, or ancestry of any individual to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment, unless based upon a bona fide occupations qualification.

ARTICLE XXVII A (p28)

The provisions of this Agreement will be effective **July 1, 2015** and will continue and remain in full force and effect through **June 30, 2018**.

**CHANGE TANTASUQA ~~TEACHERS~~ ASSOCIATION TO TANTASQUA EDUCATION ASSOCIATION on signature page (p28)**

**Appendix A**

**FY16 increase 2.25%**

**FY17 increase 2.50%**

**FY18 increase 2.50%**

<b>2015-16</b>	<b>2.25%</b>		BA+30	MA+30	
Years	Level	BA Voc cert	MA Voc cert +30	Voc cert +BA	Ph D.
1-3	I	44,088	46,640	49,196	51,852
4-9	II	60,495	63,192	66,730	70,467
10+	III	72,951	76,015	80,472	85,193
20+	IV*	78,405	81,468	85,927	90,646

<b>2016-17</b>	<b>2.50%</b>		BA+30	MA+30	
year	Level	BA Voc cert	MA Voc cert +30	Voc cert +BA	Ph D.
1-3	I	45,190	47,806	50,425	53,148
4-9	II	62,008	64,771	68,399	72,228
10+	III	74,775	77,915	82,484	87,322
20+	IV*	80,365	83,504	88,075	92,912

<b>2017-18</b>	<b>2.50%</b>		BA+30	MA+30	
year	Level	BA Voc cert	MA Voc cert +30	Voc cert +BA	Ph D.
1-3	I	46,320	49,001	51,686	54,477
4-9	II	63,558	66,391	70,109	74,034
10+	III	76,644	79,863	84,546	89,506
20+	IV*	82,375	85,592	90,277	95,235

## **APPENDIX B**

### **Athletics**

#### **Category 1 \$5600**

Varsity Football	Asst. Athletic Director
Varsity Basketball	Strength/Conditioning

#### **Category 2 \$4000**

Varsity Field Hockey	Varsity Soccer
Varsity Volleyball	Varsity Baseball/Softball
Varsity Lacrosse	Varsity Indoor Track
Varsity Swimming	Varsity Track & Field

#### **Category 3 \$3300**

Varsity Golf	Varsity Tennis
Varsity Cross Country	Varsity Cheerleading
JV Basketball	JV Lacrosse
Swim/Dive Assistant	Assistant Football (4)
Freshman Football	Pool Coordinator

#### **Category 4 \$2600**

JV Field Hockey/Soccer	JV Volleyball
JV Baseball/Softball	JV Cheerleading
Freshman Basketball	Track Assistants (indoor and out)

#### **Asst Baseball**

#### **Asst Softball**

#### **Asst Freshman Football**

#### **Freshman Volleyball**

#### **JV Golf**

Junior High Soccer, Basketball, Baseball, Softball and Cross Country

### **Clubs/Activities**

#### **Category A \$500**

JH Pod-casting,	JH SAGE,	SH Tri-M
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#### **Category B (per event/sessions) \$650**

JH Theater Club	SH Class Advisors (Fr and Soph per year)
JH Synergy	SH Science Fair
JH/SH Quabbin Festival	SH Variety Show
JH/SH Mountain Biking Club	JH/SH All Region Events (music and art)

#### **Category C \$1250**

JH Art Club	SH Dance Team
JH Chess Club	SH Feels Like Monday
JH NHS	SH Future Teachers of America
JH Newspaper (min 3 pubs)	SH Gay/Straight Alliance - Diversity Club
JH Science Club	SH Passages

#### **Category C \$1250 (continued)**

JH Sewing Club	SH Project Purple
JH Tennis Club	SH Recycling Club
JH Gaming Club	SH Self Defense Club
SH Gaming Club	SH Tantasqua Buddies

**Category D \$1500**

JH Ski Club	<b>SH Brain Bee</b>
JH Outing Club	SH Math Team
JH Theater Asst. Production	SH NHS
JH/SH Special Ed Teachers	SH Newspaper (min 4 publications)
SH Relay for Life	SH Theater/Spring Play
	SH Mock Trial

**Category I \$2000**

JH Student Council	JH Yearbook
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plus groups in Performing Arts below

**Category E \$2500**

Senior Class Advisor	SH Skills USA
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**Category F \$3000**

JH Fall, Winter and Spring Intramurals	SH Sub Procurer
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**Performing Arts**

**Category G \$750**

Central Mass District Music JH and SH, vocal and instrumental  
All-State Music SH only, vocal and instrumental

**Category H \$1000**

JH Maestros Pit Band	<b>SH Musical Choreography</b>
SH Color Guard	<b>SH Musical Orchestra</b>
<b>SH Drum Line</b>	SH Musical Set Construction
<b>SH Radiance Pit Band</b>	SH Encore Pit Band

**Category I \$2000**

JH Theater Director	SH Choraleers
JH Maestros Choreographer	SH Encore Choreographer
JH Jazz Band	SH Musical Asst Director
SH Jazz Band	<b>SH Radiance Director</b>
	<b>SH Radiance Choreographer</b>

**Category K \$3500**

JH Maestros Director	SH Encore Director
SH Marching Band Director	SH Major Musical Director/Producer

**Others:**

JH Substitute Procurer - \$2300  
SH Student Council - \$4000  
SH Yearbook - \$2850  
SH Ski Club \$1750  
SH Jr. Class Advisor - \$1800

**NOTE: All stipends listed are for the full amount to be allocated per activity. At the principal's discretion, the full amounts for any of these activities/clubs may be divided among 2 or more advisors.**



**Academic Appointments:**

**SH Curriculum Supervisors** – Base \$2,450, \$260 per member, \$520 multiple buildings, \$260 per dept

English  
Math  
Social Studies  
Science  
PE/Health  
Foreign Lang (Jr and Sr High)  
Music (Jr and Sr High)  
Art (Jr and Sr High) Half Base (\$1,225)  
Technical Division

**Remove Special Education Curric Sprv** (replaced by Unit B employee)

Notes:

**\*\*Special Education Teachers (Category D above)**

~~Strike “will work at least three (3) additional days to receive this stipend. The days will be arranged by the building principal.”~~

**Delete Stipend for SPED instructor \*\* \$2481 .84 (p 31)**

**\*\*\* Curriculum Supervisors shall:**

**Add to current #1-9:**

Each Curriculum Supervisor (CS) will be scheduled one “class-equivalent” Curriculum Supervisor Duty Period per year, to perform CS duties.

When determined to be necessary and possible, in agreement between the building principal and CS, one additional Curriculum Supervisor Duty Period per year will be given to English, Math, Social Studies and Science supervisors. In any given year all, some, or none of these additional periods may be scheduled.

**#10 – Add:** Up to three (3) evaluations per year will be completed on department members, as determined jointly by JH and SH principals.

When determined to be necessary and possible, by building administration, the Music CS will be scheduled one “class equivalent” Curriculum Supervisor Duty Period per year, to perform CS duties.

**#11 – Add:** One (1) evaluation per year will be completed on a department member, as determined jointly by JH and SH principals.

When determined to be necessary and possible, by building administration, the Art CS will be scheduled one “class equivalent” Curriculum Supervisor Duty Period per year, to perform CS duties.

**JH Lead Teachers - \$4,200 each**

Math  
ELA/Reading  
Social Studies  
Science/Technology

**Remove all Curriculum Supervisor and Team Leader references**

**All Athletic, Activity, Performing Arts, Other and Academic stipends listed about will be paid at listed amounts for the duration of this contract.**

**The following Co Curricular and Athletic position have been eliminated:**

**Senior High:**

- **Curriculum Supervisor Special Education (included in Unit B)**
- **Vocal Jazz**
- **Debating Team (now Mock Trial)**
- **Majorettes (now Color Guard)**
- **Publicity**
- **Adult Ed. Director**
- **Adult Ed. Instructors**
- **Hockey**
- **Gymnastics Boys/Girls**

**Junior High:**

- **Curriculum Supervisors (all)**
- **Team Leaders Grade 7&8**
- **Publicity**
- **All-State Fest (2)**
- **Field Hockey**
- **Gymnastics Boys/Girls**
- **Track Boys/Girls**
- **Cheerleading/Pep Squad**

**District-wide:**

- **CSL Coordinator**

**Appendix B (p38)**

~~All Memorandums signed since August 28, 2009 and before August 30, 2012 will be included in this agreement.~~

**Appendix C (p39) Old evaluation document**

**DELETE**

**Appendix D The parties agree to have the Professional Growth Committee review the current procedures and report recommended changes to the Superintendent.**