

AGREEMENT

between

TANTASQUA REGIONAL SCHOOL DISTRICT

and

TANTASQUA ADMINISTRATIVE SUPPORT ASSOCIATION

## Table of Contents

	Page
Recognition .....	1
Negotiation Procedure.....	1
Article I Preamble .....	1
Article II Scope .....	1
Article III Employment .....	2
Article IV Seniority and Reduction in Force .....	2
Article V Fringe Benefits .....	3
Article VI Holidays .....	8
Article VII Funeral Leave .....	8
Article VIII Maternity Leave.....	9
Article IX Childrearing Leave.....	10
Article X Jury Duty and Court Appearances .....	10
Article XI Grievance Procedure.....	10
Article XII Salary and Rates of Pay .....	13
Article XIII Savings Clause .....	14
Article XIV Agency Fee .....	14
Article XV Duration .....	15
Appendix A Evaluation.....	16

## RECOGNITION

The Committee recognizes the Tantasqua Administrative Support Association for the purposes of collective bargaining as exclusive representatives for full and part-time bookkeepers and administrative assistants of the Tantasqua Regional School District, hereinafter referred to as employees.

## NEGOTIATION PROCEDURE

Not later than November 1 of the calendar year preceding the calendar year in which this agreement expires, the Committee agrees to set a date to begin negotiations with the Association over a successor agreement, within sixty (60) days after the request is received 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. Successor agreement will be retroactive to July 1.

## ARTICLE I.

### PREAMBLE

Whereas, pursuant to the provisions of Massachusetts General Laws, Chapter 150E, the Committee has met with representatives of the Association and the parties have fully considered and discussed all 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 instrument.

## ARTICLE II.

### SCOPE

If any part of this contract is judged illegal, all other parts will remain in effect.

- A. Nothing in this Agreement shall be deemed to derogate from, or impair any power, right or duty conferred upon the School Committee and the Superintendent by statute or rule or regulation of the Commonwealth.
- B. The Agreement is a complete Agreement between the parties covering all mandatory subjects of discussion. The parties agree that 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 not be treated as having been brought up and disposed of. Neither the Committee nor the Association shall be under any obligation to discuss 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 III.

#### EMPLOYMENT

A. Full Time Employee - A person employed to work a minimum of thirty-five (35) hours a week (7 hours a day) 12 months a year except during school vacations when the work week will be five hours less, **in consultation with the building principal.**

For the summer schedule, reduced office hours will begin the day after school ends and will end the day students return.

B. Part Time 10 month Employees - A person employed to work during the school year only, regardless of how many hours per day. This schedule may include up to five (5) days before and after the school year

C. Part Time 12 month Employees - A person employed to work year round but at less than the standard seven (7) hours per day to be deemed full time.

1. The work week for the Medicaid Analyst will consist of 1 (one) hour more per day than all other full time employees.
2. School is considered in session on all Professional Development days.
3. At the discretion of the Superintendent and the School Committee the summer work schedule will be a (4) four day work week (30) thirty hours a week; (7.5 hours a day). **The Superintendent will determine hours of coverage needed and staff will be notified by June 1<sup>st</sup> each year.**

### ARTICLE IV.

#### SENIORITY AND REDUCTION IN FORCE

A. Seniority and Reduction in Force - In the event that reduction in the number of employees becomes necessary, such reduction shall be governed by the following:

1. The Committee retains the exclusive right to determine the number of clerical positions which are needed under its jurisdiction and retains the right to determine the number and type of employees to be laid off.
2. In the event of a lay-off or lay-offs, employees will be laid off in order of inverse seniority, provided the most senior employees are qualified to perform the duties of the remaining positions.

- 3 Seniority defined in terms of **date of hire and** consecutive service, including paid leave, but not including unpaid leave granted by the Committee. The seniority listing will be made available by the first Monday in November of each year.
4. Longevity is based on years of service at Tantasqua, whether full or part time. If a part time employee becomes a full-time employee, credit for years of service will be prorated to the closest 1/2 year towards vacation **and** longevity. All present employees will be grandfathered in with credited years of service.

## ARTICLE V.

### FRINGE BENEFITS

- A. Sick Leave and Personal Leave Policy - Each full time **12 month** employee shall be entitled to fifteen (15) days of sick leave per year, cumulative to 190 days with full pay. **Each part time 12 month employee will receive the fifteen (15) days at the number of hours the employee is regularly scheduled to work.**

Each part-time **10 month** employee shall be entitled to ten (10) sick days per year accumulative to 113 with full pay.

Upon death or retirement full time and part-time administrative support personnel 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 twenty-five dollars (\$25.00) per day. In cases of retirement, said stipend shall be paid in three (3) equal installments payable once each year by July 10 in the fiscal years following retirement. 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.

#### B. Sick Bank

In the event that a member of the Association has exhausted his/her available leave times (sick, personal, vacation and additional days) 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 (Administrative Assistant) TEA 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.

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 Office of the Superintendent 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.

A sick day donation is not an absence and therefore will not impact the attendance incentive benefits outlined in this article.

#### C. Personal Leave

Each **12 month** employee shall be entitled to three (3) days per year for personal leave. Each **10 month** employee shall be entitled to two (2) days per year for personal leave. Under normal circumstances personal leave requests will be approved at least 24 hours in advance. If emergency/extenuating circumstances exist, the individual may request personal leave within 24 hours notice or even after the fact. Such cases will be considered on an individual basis and will require the Superintendent's approval which will not be unreasonably denied. Such approval is not precedent setting. **Personal days for part time employees will be at the number of hours the employee is regularly scheduled to work.**

#### D. Vacation

Full Time Employees—

All twelve month (12) employees will be granted annual vacation in accordance with the schedule below:

1. Vacation benefits will be posted to employees on July 1 each year with the exception of first year employees for which the following applies.
  - a. Upon hiring, five days vacation will be posted to all employees starting between July and December to be used during that fiscal year.
  - b. An employee starting between January and June will not receive vacation allowance for that fiscal year.
  - c. On the first of July following an employee's hire date, a 10 day benefit will be posted.
2. All future postings will be on July first (7/1) based on the number of years employed as **of the previous December.**

Five or more years	15 days
Ten or more years	20 days
Eighteen or more years	25 days

3. All vacation days must be approved by the immediate supervisor.
4. Up to ten days vacation time may be carried over to the next fiscal year with the approval of the Superintendent. Approval will not be unreasonably denied.

5. In the case of extenuating circumstances the employee may appeal to the Superintendent to carry over more than ten (10) days.
6. Each July posting is intended to serve as vacation allowance for the full fiscal year. If an employee had at least one year of continuous service and terminates, he/she shall be entitled to receive a final vacation pay based on a regular prorating of the regular vacation allowance posted on July 1 before the termination.
7. Subject to the approval of the Superintendent of Schools, an employee may be allowed to take his/her vacation during the regular school year.
8. Requests for vacation periods shall be granted in the order of the date that the request was submitted. If a request for a specific time is denied, the employee will receive a written statement explaining the denial.
9. Upon termination of employment, the employee shall receive a pro-rated payment equal to the amount of vacation pay he/she would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

**Part time 12 month employees will receive above vacation days at the hours the employee is regularly scheduled to work.**

E. Longevity Payments

Those full time employees who have completed seven (7) years of creditable service in the Tantasqua Regional School District shall be paid longevity increments according to the approved schedule. **This benefit will start following the completion of established benchmark years. (Example: Benefit is earned after year 7 (seven) is completed; and you are beginning year 8 (eight)).** Payments shall commence as of the anniversary date of completion of the creditable years of service in the Tantasqua Regional School District.

7 years	\$400 (initial)
10 years	\$800
15 years	\$1200
20 years	\$1600

Part-time employees **both 12 (twelve) and 10 (ten) months** who have completed seven (7) years of creditable service in the Tantasqua Regional School District shall be paid longevity increments according to the approved schedule. Payments shall be cumulative and shall commence as of the anniversary date of completion of the creditable years of service in the Tantasqua Regional School District.

7 years	\$200 (initial)
10 years	\$400
15 years	\$600
20 years	\$800

Longevity payment may be paid either bi-weekly or taken in a lump sum.

*Cancelled*

F. Snow Day Policy

Offices will be closed when school is due to snow. Any other weather or emergency related closings will be at the Superintendent's discretion. If the Superintendent deems the office closed, no leave time will be charged. If the Superintendent deems the school open, personal or vacation time may be used by employees unable to make it in. If school is dismissed for inclement weather it is at the supervisors discretion to dismiss. If the Superintendent or designee dismisses staff, there will be no time charged for leaving early. When a delayed opening to school is called, employees should arrive when they can do so safely, and no leave time will be charged.

G. Retirement

1. 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 **twelve hundred dollars (\$1,200)** per year over and above their salary for a period of **two** years immediately prior to the actual separation date. Gross benefits under this retirement provision shall under no circumstances exceed twenty-four hundred dollars (\$2400).
2. Should a full time employee decide that they need to retire before the **two** year period due to a documented health related issue, the employee shall still receive the **two** years of compensation, which shall continue after they retire, so that the total shall equal **two** years of compensation.
3. For a retired employee and for the surviving spouse of an active or retired employee, the District will pay fifty percent (50%) of the health insurance premiums of an individual or family plan which provides the same level of benefits as provided by the current carrier. If the active or retired employee or spouse is eligible for Medicare, the District will pay fifty percent (50%) of the premium cost for a Medicare extension plan with the same level of benefits as currently provided.

In order to be eligible for this benefit the following conditions must be met:

- a. The employee must be at least fifty-five (55) years old.
- b. Annual written verification that the employee is not eligible for comparable group health insurance at a lower or equal cost through his or her own employment or spousal employment is required.

H. Tuition Reimbursement

Full and part-time employees shall be reimbursed 100% of the cost of **up to two** courses at the Worcester State University rate. In order to qualify for this benefit, the course must be related to present or anticipated functions of the employee's position, be approved in advance by the Superintendent of Schools, and the employee must receive a passing grade.



I. Flexible Benefits

The School Committee will offer a "Flexible Benefits Program" providing for the deduction of full time and part-time employee contributions for health, dental and life insurance on a pre-tax basis.

J. Insurance and Annuity Plan

1. The Committee will pay ninety-nine (99%) of the cost of:

a) \$15,000 term life insurance plan

3. The Committee will pay the same percentage to all Tantasqua employees:

a) Individual or family coverage for health insurance.

b) Individual or family coverage for dental insurance.

c) Employees will be permitted to transfer into the District's above described insurance plan as a new hire, during open enrollment, or with a qualifying event.

K. Employees will be eligible to participate in a "Tax Sheltered" annuity plan established pursuant to the United States Public Law No. 87-370 Internal Revenue Code 501(3). Annuity additions or changes must be made by November 1<sup>st</sup> each year, except for new hires after September 1<sup>st</sup>.

L. The Administrative Support Association shall have representation on the Insurance Advisory Board consisting of at least one, but not more than two, employees.

M. Professional Development

Training will be made available at no cost to Employees which will relate specifically to enhancing current skills, offer training in new skills, or for updates to current software, or new software programs. These training programs may be arranged either as an on-site program, or off-site if such a program meets the criteria stated above. These programs, if possible, will be conducted during the normal working hours of employees. Provisions taking place during work day are not optional. Although it is not necessary that support personnel participate in non-work hour programs, members are encouraged to participate and will not be denied the opportunity to do so. Administrative support personnel who participate in such programs will receive their regular rate of pay, or compensatory time if during non-work hours. Any training sessions proposed by employees must be approved by the Superintendent.

ARTICLE VI.

HOLIDAYS

**Twelve month employees** shall receive the following holidays with full pay:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	1/2 day before Thanksgiving
Good Friday	Thanksgiving Day
Patriot's Day	Friday after Thanksgiving
Memorial Day	1/2 day before Christmas
Independence Day	Christmas Day
Labor Day	Day after Christmas

**Ten month employees** shall receive the following **eight (8)** holidays with full pay:

Labor Day	Martin Luther King Day
Columbus Day	Good Friday
Veterans' Day	Memorial Day
Thanksgiving	<b>Christmas</b>

**Part time employees will receive above holiday pay at the number of hours the employee is regularly scheduled to work.**

If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay.

**If school is scheduled for Good Friday; the employees will receive a floating holiday in its place.**

ARTICLE VII.

FUNERAL LEAVE

Full time and part-time employees shall be granted leave without loss of pay not to exceed four (4) working days for the purpose of attending funerals as follows:

Leave with pay shall be granted to attend funeral of husband, wife, mother, father, daughter, son, sister, brother, grandmother, grandfather, **grandchild** of either the employee or his/her spouse at the time of death. Leave of one day to attend the funeral of **close friend or** a relative of the employee or his/her spouse not mentioned above will be granted. The Superintendent may grant additional days for bereavement.

Absence for other unusual or imperative reasons may be allowed provided the Superintendent has granted prior approval.

## ARTICLE VIII.

### MATERNITY LEAVE

#### A. Use of Sick Leave

1. Full time and part-time employees have the right to unpaid maternity leave not to exceed eight (8) weeks provided he or she has satisfied conditions set forth in Chapter 149, Section 105D.

2. Full time and part-time employees have the right to paid sick leave during such period of maternity leave as the employee is actually disabled due to pregnancy and childbirth. As long as the pregnant employee is able to perform her duties, she may continue to work. The maternity leave of absence shall begin when in the opinion of the administration, the employee, and her doctor, such action becomes advisable. An employee may use accrued sick leave for the period in which she is disabled, up to forty (40) days. After forty (40) days, a physician's note will be required to extend the leave.

A full time or part-time employee who has worked for at least three (3) consecutive months as a full time or part-time employee, and has given at least two (2) weeks advance notice to her school administrator of her anticipated dates of absence and her intent to return, shall be allowed maternity leave of eight (8) weeks for the purpose of giving birth. Upon her return, she shall be restored to her previous similar position with the same status, pay, length of service credit and seniority, and benefits applicable as of the date of her leave. The maternity leave will be without pay.

Maternity leave shall not affect the employee's vacation time, sick leave, bonuses, advancements, seniority, length of service credits unless unpaid, benefits, plans or programs for which she would be eligible at the time of her leave. The leave shall not be included, however, in the computation of such benefits, and the School District will not provide for the costs of any benefits during the leave, except for those, if any, which it provides to all other employees on leave of absence.

Notwithstanding the above, the School District shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employees during the period of such maternity leave; providing, however, that such employee on maternity leave shall retain any preferential consideration for another position for which she may be entitled as of the time of her leave.

This article is intended to recognize the provisions of Massachusetts General Laws, Chapter 149, Section 105D.

## ARTICLE IX.

### CHILDREARING LEAVE

A full time or part-time employee may upon request be granted a leave of absence without pay for the purpose of childrearing. Such leave may be granted in situations when a child is being adopted provided the employee has completed a minimum of one (1) full year of employment with the District at the time such leave would commence. If granted, such leave will commence at the arrival of the adoptive or natural child. Leave granted under this Article shall be for one (1) school year if commenced at the start of a year or until the second next start of a school year if commenced during a school year.

Application for childrearing leave will be submitted, in writing, to the Superintendent of Schools, at least thirty (30) days prior to the intended leave. The School Committee response to such requests will be made in writing to the Superintendent of Schools within fifteen (15) days of the receipt of the request.

Upon return from a childrearing leave of absence, an employee will be assigned to the position previously held at the time of commencement of her leave, if available. All benefits accumulated at the time of the commencement of the leave will be restored. The employee will return to the salary step that he/she was on at the time of commencement of the leave.

## ARTICLE X.

### JURY DUTY AND COURT APPEARANCES

In the event that any full time or part-time employee covered by the collective bargaining agreement is required to perform, and does perform, Jury Duty service, said employee will be compensated the difference between compensation received from the performance of Jury Duty service and the employee's regular salary, provided the employee furnishes appropriate evidence from the court of such service.

In the event that a full time or part-time employee is summonsed into court said employee may use sick time for said court appearance, provided the employee furnishes appropriate evidence from the court of such appearance.

## ARTICLE XI.

### GRIEVANCE PROCEDURE

(Applies to both full time and part-time employees)

It is the declared objective of the parties to encourage prompt resolution of grievances. The parties recognize the importance of prompt and equitable disposition of any complaint at the immediate supervisory level, if possible.

A. Definition

A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement; or an unfair act or condition. As used in this section, the term "member" shall also mean a group of members having the same grievance.

B. Adjustments of Grievance

Administrative support personnel subject to this Agreement shall not suffer a loss of pay for the time spent in conferring and meeting on a grievance; provided that the conferences and meetings will not normally take place during periods when the employee is specifically assigned on limited time projects.

C. Purpose

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which 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.

Grievances of employees with the bargaining unit shall be presented and adjusted in the following manner:

Level 1 An aggrieved employee and/or an Administrative Support Association Representative shall present the grievance to the immediate supervisor, Principal/Assistant Superintendent, within five (5) days after the act or condition which is the basis of the complaint, occurred. The aggrieved employee and the immediate supervisor shall confer on the grievance with a view to arriving at a mutual satisfactory resolution of the complaint. At this initial conference, the support personnel member may present the grievance personally, or may have the Administrative Support Association Representative present the grievance; however, in this case, the aggrieved employee must be present. The immediate supervisor shall communicate in writing his/her decision to the aggrieved employee within seven (7) days after receiving the complaint.

Level 2 If the grievance is not resolved to the satisfaction of the employee by step 1, an appeal, in writing, may be forwarded to the Superintendent, by the employee presenting the grievance or the Administrative Support Association Representative within ten (10) days after receiving the Level 1 decision. The Superintendent shall, within five (5) days after the receipt of the appeal, meet with the administrative support personnel employee and the Association Representative in an effort to settle the grievance.

The decision of the Superintendent shall be communicated in writing to the aggrieved employee and the Administrative Support Association within ten (10) days following the meeting.

Level 3 The decision of the foregoing may be appealed in writing to the School Committee for a review hearing. The School Committee will notify the grievant and meet with the grievant and/or the Administrative Support Association Representative within thirty (30) days after receiving the request.

Level 4 If at the end of this ten (10) school day period, no satisfactory settlement is agreed upon as provided at Level 3 of the grievance procedure (or Level 2 if the School Committee declines jurisdiction), the Association may, within ten (10) school days after the Level 3 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 or her decision to the specific terms of the express provisions of this Agreement and shall have no authority to add to, delete from, or otherwise modify its terms.

All time limits may be waived upon agreement of both parties.

ARTICLE XII.

SALARY AND RATES OF PAY

**Full time 12 Month Employees**

	2013-2014 2%	2014- 2015 2%	2015-2016 2%
Step 1	\$35,209.87	\$35,914.07	\$36,632.35
Step 2	\$36,609.01	\$37,341.19	\$38,088.01
Step 3	\$38,281.62	\$39,047.25	\$39,828.20
Step 4	\$39,819.25	\$40,615.64	\$41,427.95
Step 5	\$41,357.35	\$42,184.50	\$43,028.19
Step 6	\$42,896.08	\$43,754.00	\$44,629.08
Step 7	\$44,055.83	\$45,191.95	\$46,095.79
Step 7 (G)*SB / BL only	\$44,487.90	\$45,632.66	\$46,545.31

**Part time Salary Schedule  
12 and 10 month**

Step 1	\$15.96	\$16.28	\$16.61
Step 2	\$16.58	\$16.91	\$17.25
Step 3	\$17.25	\$17.60	\$17.95
Step 4	\$17.94	\$18.30	\$18.67
Step 5	\$18.70	\$19.07	\$19.45
Step 6	\$19.43	\$19.81	\$20.21
Step 7	\$20.00	\$ 20.40	\$ 20.81

7. (G)\*-Two grandfathered employees; Bernadette Lindsay and Sandy Belanger will have the above percentage increase for the duration of their employment.

Medicaid Analyst will receive an annual stipend of \$ 10,660.00 a year to be posted yearly.

A. Current part-time employees will be grandfathered in with credited years of service.

B. The salary schedule shall not apply to positions created by, or funded by grants unless adequate funding is supplied by the granting authority. Otherwise, salary as listed in grant will apply.

Placement upon the preceding salary schedules and effect of same shall be determined by the Administration with the following provisions:

1. New hire per the Administration's recommendation and the School Committee's approval.
2. Current employees at that increment next higher in value to salary existing at time of implementation.
3. All salary steps shall be considered the minimum salary to be paid. Nothing in this Agreement shall preclude the Administration and School Committee from advancing an employee two (2) or more steps or to advance an employee at maximum to an annual rate higher than specified in this Agreement. This would be done to reward meritorious service and would be at the sole discretion of the Administration and School Committee.
4. Increments shall be effective in July of each year.

### ARTICLE XIII.

#### SAVINGS CLAUSE

A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Administrative Support Association.

B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

### ARTICLE XIV.

#### AGENCY FEE

A. An Agency Fee, in an amount allowed by law, will be deducted from each paycheck of a member of the bargaining unit who is not a member of the Union.

Members of the bargaining unit have three options:

1. To join the union
2. To pay ninety (90) percent of the dues as an agency fee.
3. Pay ninety (90) percent of the cost of dues to the **Tantasqua Education Association** Scholarship Fund. This option must be exercised by Dec 1<sup>st</sup> of the school year. If not paid by Dec. 1<sup>st</sup>, the bargaining unit can file for the agency fee.

B. The Union agrees to indemnify and hold the Tantasqua School Committee and the Towns of Brimfield, Brookfield, Holland, Sturbridge and Wales harmless against all claims, suits or other forms of liability arising out of the deductions of such Agency Service Fee from an employee's pay or of application of this Section B. The Union agrees to assume full



responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who will provide such information to the District Treasurer as may be required by the District Treasurer under Section 17G of Chapter 180 of the Massachusetts General Laws.

- C. This Section B will not apply to any employee who has authorized the Town Treasurer to deduct Union dues under Section 3A of this Article.
- D. The Employer will not be required to take any action against a member of the bargaining unit for failure to meet his or her Agency Service Fee obligation.
- E. It is understood by the Employer and the Union that deduction of the Agency Service Fee will be made only during the existence of an executed agreement between the Employer and the Union.

**ARTICLE XV**

DURATION

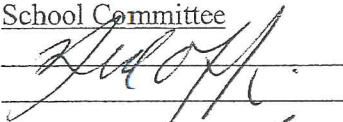
A. Effective Date - The signing of this Agreement by the authorized representative of the Tantasqua Administrative Support Association and the School Committee shall confirm the effective date of this Agreement as of **July 1, 2013**.

B. Termination - This Agreement will remain in effect for three (3) years expiring **June 30, 2016**.

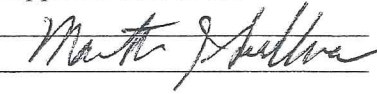
C. Changes - Should either party to this Agreement wish to inaugurate collective discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to the Agreement prior to the thirty (30) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in the article shall preclude either party from modifying any previous proposals during the course of negotiations.

This Agreement entered into this 20<sup>th</sup> day of September, 2013.

For the Tantasqua Regional  
School Committee

  
\_\_\_\_\_  
  
\_\_\_\_\_

For the Tantasqua Administrative  
Support Association

  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: 9/20/2003

## APPENDIX A EVALUATION

### 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

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, observation visits are impractical, therefore summary evaluations will be completed on an annual basis (see attached copy which defines the general factors by which each employee will be evaluated). The evaluator will complete a draft summary evaluation report by April 15<sup>th</sup> of each school year, with a copy being given to the employee for his/her review. By May 15<sup>th</sup> of that same year, the evaluator and employee will meet together to discuss the report, which will include overall comments, Recstrengths, and areas for improvement, as needed. Following that evaluation meeting, the evaluator will write a final report and share it with the employee. The report will be signed by both the evaluator and the employee, and a final copy of the evaluation report will be given to the employee. The employee will have the right to include a written response to the evaluation. The response will be viewed by the Superintendent and become part of the evaluation placed in the employee's file.