

UNIT B CONTRACT

TANTASQUA REGIONAL SCHOOL DISTRICT

FY 2013

FY 2014

FY 2015

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UNIT B CONTRACT

PREAMBLE

- a. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Brimfield, Brookfield, Holliston, Sturbridge and Wales, and essential to achievement of that purpose, we, the undersigned parties to the contract, declare that:
 - i. Under the law of Massachusetts, the Tantasqua Regional School Committee (hereinafter referred to as the Committee), elected by the citizens of the Tantasqua Regional School District, has final responsibility for establishing the educational policies of the Tantasqua Regional School District.
 - ii. The Superintendent of Schools of the Tantasqua Regional School District (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
 - iii. The administrative staff of Tantasqua Regional School District (hereinafter referred to as the Association) has responsibility for providing education of the highest possible quality.
 - iv. Fulfillment of these respective responsibilities can be facilitated and supported by the consultations and free exchanges of views and information between the Committee, the Superintendent, and the administrative staff.
 - v. To give effect to these declarations, the following principles and procedures are hereby adopted.

I. RECOGNITION

It is understood and agreed that the Committee, acting in accordance with the authority of Section 4 of Chapter 150-E of the Massachusetts General Laws, has recognized the Association as the exclusive representative for purposes of collective bargaining for the Tantasqua Regional School District employee unit identified as follows:

1. Assistant Principals (**full year and 10 month**) and Director of Guidance
2. Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as "Administrators".
3. Excluded from the unit, the Superintendent, Associate Superintendent, Assistant Superintendent, Principals, Special Education Director, Business Manager, and all other employees of the Tantasqua Regional School District.

II. NEGOTIATION PROCEDURE

- a. Either party may initiate a request to enter into negotiations over the terms of a successor agreement by December 1 of the year preceding the year in which the agreement expires. Negotiations will commence within ninety (90) 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.

III. 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 mean also 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 which from time to time arise and affect the wages, hours, and 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 and nothing in this contract shall prevent any such employee from individually presenting any grievance of the employee.
- c. **LEVEL ONE:** Employees are encouraged but not required to discuss alleged violations with the appropriate intermediate supervisor prior to filing a grievance at Level One, however, such informal discussions, if they occur, shall not operate so as to extend the time limits set forth herein. The grievance shall be presented in writing by the aggrieved employee to the employee's Principal or immediate supervisor. The Principal's or immediate Supervisor's determination of the grievance shall be in writing to the grievant and the Superintendent.
- d. **LEVEL TWO:** If the grievance shall not have been disposed of to the employee's satisfaction within five (5) working days after submission to Level I, the grievance may be filed in writing with the Superintendent, who shall, within five (5) working days after receipt of the Level II grievance, meet with the aggrieved employee, and/or a representative from the Tantasqua Teachers Association/Unit B, in an effort to settle the grievance. The Superintendent's determination of the grievance shall be in writing to the grievant and the Chairman of the School Committee.
- e. **LEVEL THREE:** If the grievance shall not have been disposed of to the employee's satisfaction within five (5) working after the meeting with the Superintendent, as provided in Level Two above, the grievance may be filed in writing with the School Committee, who shall meet with the aggrieved employee and/or a representative from the Tantasqua Teachers Association/Unit B, within fifteen (15) working days or by the next regularly

scheduled school committee meeting after receipt of the Level Three grievance in an effort to settle the grievance. At this level, both parties may bring in a representative of their choice. The School Committee's determination of the grievance shall be in writing to the grievant, with ten (10) working days. Level Three of the grievance procedure shall apply only to those grievances which are within the jurisdiction of the School Committee after the Education Reform Act of 1993. If the Committee determines that a grievance is not within its jurisdiction, it shall so notify the Association at which point the Association shall have the option to appeal the decision as provided under Level Four. Such appeals shall be made within ten (10) working days of notification by the School Committee.

- f. **LEVEL FOUR:** If the grievance is not resolved at Level Three, the Association may appeal the grievance to arbitration through the American Arbitration Association (AAA), in accordance with the rules of the AAA. Such an appeal must be filed within ten (10) working days of the decision or notification under Level Three. The authority of an arbitrator hereunder shall be limited to determining whether a specific provision of this Agreement has been violated and the arbitrator shall have no authority to modify, add to, or delete any term of this Agreement. Arbitration fees shall be shared equally between the parties.
- g. If at the end of the fifteen (15) working days next following the occurrence of any grievable dispute, or the date of first knowledge of its occurrence by any employee affected by it, a grievance shall not have been presented at Level One of the procedure set forth above, 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 therefore.
- h. If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure, beginning at Level Two, under which the grievance shall be considered.
- i. No written communication, other document, or record relating to the grievance shall be filed in the personnel file maintained by the Tantasqua School District for any employee involved in presenting such grievance. Only the subject matter which is proper material for inclusion in an administrator's personnel file, apart from the grievance procedure, shall be filed. If material which is included in the personnel file is grieved, it will only be removed from the file if the determination of the grievance is to do so.
- j. If in the judgment of the Association the grievance does not fall under the jurisdiction of the building principal or a grievance affects a group or class of administrators, the Association may submit such a grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level II, provided however that the presentation shall be made by no more than three (3) persons.

- k. 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.
- l. For any grievance not resolved by the last working day of the school year, or for any grievance initiated during the month of June, the phrase "working days" shall no longer apply and the phrase "week days" shall apply until the first working day of the next school year. In the event the Principal and/or Superintendent or the grievant cannot meet said schedule, the parties agree to provide for flexibility during the summer schedule. The grievance shall be heard at Level III by the School Committee at their next regular meeting.

IV. SCOPE OF AGREEMENT

- 1. If any part of this contract is judged illegal, all other parts will remain in effect.
- 2. 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.
- 3. This 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 by the Committee nor shall the Association 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.

V. PAYROLL DEDUCTIONS

A. Association Dues

- 1. It is agreed that deductions shall be made from the salary of any teacher so requesting for dues to the Tantasqua 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 below:

DUES AUTHORIZATION NOTICE

Name _____
 Address _____

I hereby request and authorize the Tantasqua School Committee to deduct from my earnings and transmit to the Associations below the amount set

forth for payment of the membership dues of such Associations in equal monthly payments during the current school year and for succeeding school years thereafter. I understand that the Committee will discontinue such deductions if I give the Committee sixty (60) days' advance written notice to do so. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Tantasqua School Committee, and all of its officers, from any liability therefore.

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

Date

Teacher's Signature

2. The Tantasqua 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.
3. Deductions referred to in Section 1 above will be made in equal installments from each paycheck beginning with the second paycheck in September or the first paycheck following the delivery of the teacher authorization to the Committee. The Committee will not, however, be required to honor for any paycheck's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

B. Group Insurance

1. 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 administrators who have not indicated in writing to the Committee that they elect not to be covered. Any such request may be made by an administrator in writing and shall be filed with the Superintendent.
 - a. The District will pay ninety-nine (99%) percent of the cost of a \$50,000 term life insurance plan.
 - b. The District will pay sixty (60%) percent of the cost of the following types of insurance coverage:
 1. Individual or family group health coverage, whichever applies in the particular case. The Committee and the Professional Rights and Responsibilities Committee of the

Tantasqua Teachers' Association must mutually agree to any change in health carrier/coverage.

2. Individual or family group dental coverage, whichever applies in the particular case. The Committee and the Professional Rights and Responsibilities Committee of the Tantasqua Teachers' Association must mutually agree to any change in health carrier/coverage.

c. Employees will be permitted to transfer into the Region's above described insurance plan only with one (1) year's advance notice prior to the effective date of change, unless such change is necessitated by loss of other coverage due to circumstances beyond the employee's control.

d. 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

C. Pre-Tax Insurance Deductions:

Administrators 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.

D. 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) at least two times during each fiscal year.

E. Discontinuation of Payroll Deductions:

Any teacher desiring to have the Committee discontinue deductions he has previously authorized must give the Superintendent thirty (30) days' advance written notice.

VI. SALARY POLICY AND SCHEDULE

A. It will be the policy of the School Committee to employ licensed administrators and other personnel whenever it is possible.

B. Salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.

- C. **Full year** Administrators in the Tantasqua Regional School District are to be paid on a twelve (12) month basis, payments being made every other week. **Ten month administrators will have the option of spreading their salary over 12 months or receiving their annual salary over ten months.**
- D. Each administrator will be expected to participate annually in professional development activities. This includes, but is not limited to; graduate level courses and activities, both are subject to approval of the Superintendent. Each administrator will be reimbursed to a maximum of \$1,000.00 annually for the cost incurred for participation in these activities.
- E. Initial salary of administrators new to the Tantasqua District shall be set by the School Committee upon recommendation of the Superintendent and in accordance with existing salary schedules. Previous experience and hours of graduate credit shall be evaluated in relationship to the position being filled
- F. Reimbursement for professional travel will be provided at the rate of the IRS allowance.

VII. GENERAL CONDITIONS

- A. If a new position is established, the Committee will negotiate with the Association over the appropriate salary for such position at the next reopening of the contract. Until such reopening, salary will be set by the School Committee.
- B. If there are any substantial changes in the duties of any existing position, the Committee will negotiate with the Association regarding possible modifications in the salary for such position at the next reopening of the contract. Until such reopening, salary will be set by the School Committee.

VIII. WORK HOURS AND WORK LOAD

- A. The daily work schedule for Administrators shall be those established herein and by past practice and precedent. The schedule shall include the class day of the teachers of Tantasqua Regional School District.
- B. An Administrator will work a full year with five weeks vacation and receive all Holidays as listed:

July 4 th	½ Day Christmas Eve
Labor Day	Christmas
Columbus Day	New Year's Day
Veteran's Day	MLK Birthday
½ day before Thanksgiving	President's Day
Thanksgiving	Good Friday
Day following Thanksgiving	Patriot's Day
Memorial Day	

If an Administrator is asked to work a Holiday, the Administrator will receive a compensation day mutually agreed upon with the Principal. If an Administrator is asked to work a weekend, a compensation day will be granted equal to the number of hours worked.

An Administrator will receive five weeks vacation. Administrators with ten years of administrative experience in the Tantasqua Regional School District will receive an extra week's vacation.

Ten (10) days may be carried over from one contract year to the next.

- C. Release time for in-service workshops, curriculum revision, and parental conferences may be made available on a monthly basis. Use of this time shall be determined by the Superintendent with approval of the School Committee.
- D. Administrators will only be required to attend school committee meetings where, in the opinion of the Superintendent, there is a specific job-related item on the agenda that may involve their expertise. When such items appear, the School Committee will make an effort to place said items near the top of the agenda. Except in extreme and unusual circumstances, Administrators will not be expected to attend meetings during their vacation periods.

IX. ADMINISTRATOR EVALUATION

- A. All monitoring or observation or work performance of Administrator will be conducted openly and with full knowledge of the Administrator. Administrators will be given a copy of any evaluation report prepared by their superiors.
- B. Administrators will have the right upon written request to review the contents of their personnel file and to make copies thereof.
- C. No material derogatory to Administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the Administrator has had an opportunity to review the material. The Administrator will acknowledge that he/she has had opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrator will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- D. Any complaints regarding an Administrator made to any member of the Administration by any parent, student or other person will be promptly called to the attention of the Administrator.
- E. The Association recognizes the authority and responsibility of the Superintendent for disciplining or reprimanding an Administrator for breach of professional demeanor. If an Administrator is to be disciplined or reprimanded, however, he/she will be entitled to have a representative of the Association present. If an Administrator is to be disciplined or

reprimanded by an immediate superior, other than the Superintendent, it will be done privately.

- F. No Administrator will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without good cause.

X. SICK LEAVE

A. Administrators in the employ of Tantasqua are entitled to sick leave as follows:

1. Each full time Administrator is entitled to twenty (20) days sick leave each school year with full pay. **Ten month administrators will be granted 16 sick days each school year.**
2. Unused sick leave is accumulative to two hundred and twenty-five (225) days with full pay.
3. An Administrator using (5) five accumulative sick days must submit when requested, a current written statement from a physician affirming that ill health makes the absence necessary.
4. Any Administrator requiring an extended sick leave over and above his 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 September 1 of that school year.
5. Up to ten (10) days of accumulated sick leave may be used to care for a member of the immediate family.
6. An Administrator who is on maternity leave and who is physically unable to work because of pregnancy connected disability shall be allowed to use accumulated sick leave during such time that she is disabled and unable to work.
7. Upon death or retirement Administrators 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 (\$25.00) per day. In cases of retirement, said stipend shall be paid in three equal installments payable once each year by July 10th in the three (3) fiscal years following retirement. In the causes of death, the stipend shall be paid forthwith to the Administrator's spouse, or if there is no spouse to his/her children, or if there is no spouse or child, to the Administrator's estate.

XI. TEMPORARY LEAVES OF ABSENCE

A. An Administrator will be entitled to the following temporary leaves of absence with pay each school year:

1. **Three (3) days of personal leave will be granted to full time administrators and two (2) days of personal leave will be granted to ten month administrators for personal matters which require absence during school hours.** Application for personal leave will be made at least forty-eight (48) hours before taking such leave. Under no

circumstances will these days be granted immediately preceding or immediately following regularly scheduled vacations or holidays, unless petition is made to the Superintendent to grant such leave based on extenuating circumstances. The Superintendent may at his or her discretion grant such leave based on these circumstances.

2. At least one (1) day, with the approval of the Administration, for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
 3. Time necessary for court-ordered appearances in any legal proceeding connected with the Administrator's employment by the Tantasqua Regional School District.
 4. A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Administrators will be paid the difference between their regular pay and the pay that they receive from the State or Federal Government. Must be vouchered.
 5. Absences for critical illness in the immediate family shall be charged against the emergency personal leave.
 6. Bereavement: All unit members may receive up to three (3) days leave with pay for the death in the immediate family. Immediate family is defined as husband wife, children, mother, father, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, or any other member of the immediate household. One day leave of absence may be granted for the death of any other family member not listed or close friend. Additional paid leave may be granted at the discretion of the superintendent. When possible, requests should be made forty eight (48) hours in advance.
- B. Time necessary for no more than one Unit B Association representative to attend Massachusetts Teachers Association and/or Massachusetts Vocational Association conferences and conventions on a non-pay status.
- C. Leaves taken pursuant to Section A and B above will be in addition to any sick leave to which the administrator is entitled. No administrator will be required to arrange for his own substitute.
- D. Absence without leave will constitute non-pay status and disciplinary action may be taken. Non-pay status is defined as per the rate of the respective Administrator's annual salaried contract amount.

- E. Jury Duty Pay: In the event any employee covered by this Agreement is required to perform, and does perform, jury duty service, the employee shall be compensated the difference between compensation received from performance of jury duty service and the employee's regular salary provided the employee furnishes appropriate evidence from the court of such service and has made every effort to schedule such service during a school vacation.

XII. EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay, up to two (2) years, may be granted to any administrator who serves as an exchange teacher on an exchange program approved by the Administration and is a full time Administrator in such a program. Upon return from such leave, the administrator will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.

B. Military leave will be granted to any Administrator who is drafted, called or recalled to active duty in any branch of the Armed Forces of the United States. Upon return from such leave, the administrator will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of three (3) years. Professional Status, however, can only be achieved in the usual manner.

C. Maternity/Parental/Adoptive Leave

1. Family and Medical leave shall be granted in accordance with applicable state and federal laws.
2. An Administrator requesting a maternity leave shall notify the Superintendent of the total length of the leave desired including disability sick leave and extended unpaid leave. An administrator may request only disability leave or a combination of disability and extended unpaid leave, but the total maternity leave shall not exceed one calendar year. The combinations of disability and unpaid leave may include unpaid leave before the disability period and/or after the disability period. In cases of extenuating circumstances, the Superintendent may grant additional leave. The Superintendent's decision is final and not grievable.
3. An Administrator requesting maternity leave shall, except in cases of premature delivery, give three (3) months prior notice to the commencement of the leave of her anticipated date of departure and intention to return.
4. An Administrator 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 an Administrator would normally be working during their regular work year. The Administrator's attending physician shall certify to the Superintendent the

length of the Administrator's disability period. An Administrator who desires to return to work at the end of her disability period may then return to work.

5. An Administrator 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 administrator 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.
 6. In the event that the reason for leave under this Article is no longer operative, then such administrator, with the approval of the Superintendent, may return to work.
 7. All benefits to which an administrator was entitled at the time his/her leave commenced, minus any sick leave used, will be restored upon return.
- D. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the administrator's immediate family. Additional leave may be granted at the discretion of the Committee.
 - E. After five (5) years continuous employment in the Tantasqua School System, an administrator may be granted a leave of absence, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
 - F. Any administrator whose personal illness extends beyond the period compensated will be granted a leave of absence not to exceed the contract year, without pay, for recovery from such illness.
 - G. A one year leave of absence may be granted for personal or professional reasons to any administrator who has completed ten (10) years of service. The number of leaves granted in any given year will be at the discretion of the Superintendent. An additional year's leave may be granted with approval of the Superintendent. Personnel with less than ten (10) years service may be considered on a case by case basis. Administrators requesting such leave must do so in writing by May 1 of the preceding year.
 - H. All benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return in accordance with the terms of his contract in effect at time of reemployment and he will be assigned to the same position which he held at the time said leave commenced, if available, or if not, to an equivalent position.
 - I. All requests for extensions or renewals of leaves will be applied for and answered in writing.

- J. Administrators on extended leaves of absence will be allowed to continue being covered under any health or medical insurance applicable to employees provided that said administrator pay the full cost thereof and according to procedures established by the District Treasurer.
- K. An administrator on leave will notify the Superintendent by May 1 in the year of leave of his/her intended return to the district.

XIII. SABBATICAL LEAVE

- A. The policy of sabbatical leave may be granted to regular full-time Administrators upon request by the Superintendent for approved scholarly program whether or not carried on in an academic institution, subject to the following conditions:
- B. No more than one (1) member of Unit B shall be absent on sabbatical leave at any one time. The Superintendent may not grant a sabbatical if the budget will not support such leave.
- C. Request for sabbatical leave must be received by the Superintendent in writing in such form as required by the Superintendent no later than March 1st of the year preceding the school year in which the sabbatical leave is requested. Action must be taken on such request no later than April 30th of the same year.
- D. The Administrator has completed at least seven (7) consecutive full school years of service in the Tantasqua Regional District.
- E. Administrators on sabbatical leave will be paid at $\frac{3}{4}$ of their annual salary rate, provided that such pay when added to any program grant shall not exceed the Administrator's full annual rate. Method of payment is up to the discretion of the Superintendent.
- F. The administrator shall agree in writing to return to employment at Tantasqua for one (1) full year in the event of a one-half ($\frac{1}{2}$) year's leave or two (2) full years in the event of a full year's leave. Upon such return, the Administrator shall be placed on the appropriate step in the salary schedule as though such Administrator had not been on leave.

XIV. PROTECTION

- A. Administrators will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent in writing.
- B. This report will be forwarded to the Superintendent who will comply with any reasonable request from the Administrator for information in his/her possession relating to the incident or the person involved and will act in appropriate ways as liaison among the Administrator, the police and the courts.
- C. An administrator may, at his or her own expense, initiate court proceedings in relation to a physical assault or to slander, libel or attempts to attack his or her character that arise out of the course of his or her employment. The Committee may provide indemnification to the administrator. If the Committee provides indemnification, and the administrator prevails in the court action, the administrator will reimburse the Committee for its expenses.

XV. PERSONAL INJURY BENEFITS

- A. All Administrators will be covered by Workmen's Compensation. An Administrator collecting Workmen's Compensation may use accumulated sick leave to make up the difference, if any, between Administrator's regular pay and Workmen's Compensation payments allocated to lost time.
- B. The Committee will reimburse Administrators for any personal property other than clothing damaged or destroyed in connection with his/her employment.

XVI REDUCTION IN FORCE

- A. Longevity is defined in the number of total years of service within the Tantasqua Regional School.
- B. Seniority is defined in the number of total years and days of service within the Unit B as determined by the actual date of service for pay, excluding any unpaid leaves of absence which leaves shall not be credited for seniority.

However, if an administrator takes an unpaid leave, he or she, upon return to the school system, would go back on the seniority list at the same level as they were prior to the leave. Cases of identical seniority shall be resolved by granting preference to the employee with the highest level of educational training as of June 1st of each year. If these are identical, preference will be given to the employee with the most credits in administration on file with the Superintendent of Schools. If identical, then preference will be given to the employee with the most years of service both in and outside the system.

- C. "Licensed" shall mean that the employee has on file with the Office of the Superintendent evidence that he possesses a license from the Department of Education or that the administrator has all the necessary credits for said License and all the necessary documents have been filed with the Massachusetts Department of Education
- D. "Effective date of layoff shall mean the first day in which the administrator does not perform services in the system in accordance with his/her layoff notices.
- E. In the event that the School Committee determines it necessary to reduce the number of professional positions in the bargaining unit as defined in Article I, Recognition, such reduction and/or reorganization must be negotiated according to the following guidelines
 - 1. Prior to any action being implemented, the Committee will notify the Association to discuss the implementation.
 - 2. The Committee shall make every effort to accomplish said reductions by attrition.

3. Within the category being eliminated, the junior person shall be reduced from the position. Said person shall be offered any lower or equally paid position newly created or held by a junior person if licensed to fill the position. Where no such administrative position is available, the reduced administrator may be assigned to a teaching position in Unit A, if there is a vacancy, unless the Administrator earned professional teacher status while teaching at Tantasqua. In that case the administrator is entitled to all the rights of a PTS teacher including bumping. Years worked outside of Unit A do not however count towards seniority on the teacher seniority list.
- F. Any member of the bargaining unit shall retain recall rights in the reverse order of layoff for any position offered in the above options in that order for a period not to exceed eighteen months.
- G. Any administrator who is reduced in force from his/her position and who does not have transfer or bumping rights to any other administrative or teaching position in the school system shall be eligible to continue to participate in the group life and medical insurance plans provided for herein at his/her own expense under cobra law. An Administrator reduced in force and who decides to retire may invoke the provisions of ARTICLE XVIII when this reduction in force or reassignment takes place after the January 1 deadline. In this case payment under the provisions of ARTICLE XVIII will be subject to the Committee's determination of budget availability.
- H. Administrators who have been reduced from their permanent positions shall have the following recall rights.
1. The right to be recalled to the position from which they were reduced in the reverse order of reduction. However, the Committee cannot guarantee the return of an administrator to a specific building or assignment.
 2. The right to be recalled to administrative positions in which vacancies develop and to which no one has recall rights based upon their administrative seniority provided that they are qualified to fill such positions.
- I. Notification of recall will be sent to the administrators to be recalled by certified mail, return receipt requested, with a simultaneous copy being sent to the Association as well.
1. Failure to accept a recall to an administrator's permanent position within fifteen (15) work days after receipt of the recall notice shall result in the administrator's waiver of any further recall rights.
 2. Failure to accept a recall to any position other than an administrator's permanent position within fifteen (15) work days shall constitute a rejection of that offer, but shall not result in the forfeiture of any future recall rights.

- J. No new personnel shall be appointed to any position in the administrative bargaining unit while there are administrators with recall rights who are qualified for any such position.
- K. All benefits to which an employee was entitled at the time of layoff shall be restored in full upon reemployment within the recall period.

XVII. TRANSFER POLICY

All such vacancies shall be posted listing the location and the salary range. Job descriptions will be made available for each administrative position.

XVIII. RETIREMENT

- A. 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 referred to in Article XXI. 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.

XIX. NON DISCRIMINATION

The employer, by himself or his agent, because of the race, color, religious creed, national origin, sex, 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.

XX. 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.

XXI. GENERAL

- A. There will be no reprisals of any kind against any Administrator by reason of his/her membership on the Association or lawful participation in its activities.
- B. If negotiation meetings between the Committee and the Association are scheduled during the school day, the representative of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit his/her participation in such meetings. When it is necessary pursuant to grievance procedure for a school representative member of the Professional Rights and Responsibilities Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/her Superintendent be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any Administrator whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
- C. It is further understood that if the Courts of the Commonwealth of Massachusetts determine that the principle of agency fees is legal that this will be implemented into the agreement after consultation between two parties.

XXII. DURATION

The provisions of this agreement will be effective July 1, 2012, and will continue and remain in full force and effect through June 30, 2015.

FOR UNIT B ADMINISTRATORS

TANTASQUA SCHOOL COMMITTEE

By: Peter S. Dobrowolski

Peter Dobrowolski
For Unit B

By: Michael Valanzola

Michael Valanzola, Chairman
Tantasqua Regional School District

APPENDIX "A"

Salary

FY 13	FY 14	FY15
2%	1%	1%

All new hires will make no less than the top teachers' base salary.

For twenty years of service at Tantasqua the Unit B member will receive an increase of five thousand dollars (\$5,000.00)

- A. No increase shall be automatic but shall be granted upon recommendation of the Superintendent for satisfactory service.
- B. The Superintendent may grant up to five years of administrative service for school administrative work performed outside of the Tantasqua Regional School District.

APPENDIX B
ANNUAL EVALUATION
OF UNIT B
TANTASQUA REGIONAL SCHOOL DISTRICTS

Every administrator will be formally evaluated each year.

Process

1. A goal setting conference will take place in the spring or prior to October 15. The administrator, working with his/her evaluator, will list three to six goals, of which up to two may be related to professional growth. Evaluators will identify, in writing, major areas of concentration for each standard upon which the administrator will be evaluated for the particular year. Evaluations for each standard will be based mainly on the identified areas of concentration.
2. A mid-year conference will take place on or before February 1. At this time, the administrator will give an update on the progress he/she has made toward meeting his/her goals. The evaluator and administrator will discuss any concerns, problems, or issues that may have arisen during the year.
3. The formal Evaluation Document and End of the Year Conference must be completed on or before June 30.
4. An administrator who is placed on a Professional Improvement Plan will meet monthly with his/her evaluator. A secondary evaluator may be chosen by the primary evaluator in consultation with the administrator being evaluated.
5. The Evaluation Document Principles are based on the Commonwealth of Massachusetts Board of Education Principles of Effective Administrative Leadership and Examples of Descriptors. In this document, modifications have been made to meet the needs of the school system. **It should be noted that each principle will be applied to each administrator where appropriate, and that each paragraph describing a principle is a composite of the larger descriptor (see attached).**
6. The summative evaluation rating should reflect the administrator's overall job performance.

ANNUAL EVALUATION
OF UNIT B
TANTASQUA REGIONAL SCHOOL DISTRICTS

NAME _____ DATE _____

POSITION _____

SCHOOL/DISTRICT
ASSIGNMENT _____

PRINCIPAL/EVALUATOR:

Administrator's
Name _____

Principles of Effective Administrative Leadership

Principle I Effective Instructional Leadership

The effective administrator works with others to create learning environments that address the needs of students.

The administrator facilitates the development of a shared mission and vision. The administrator encourages and uses a variety of strategies to assess student performance accurately. The administrator applies current principles, practices, and research to foster effective teaching. The administrator leads the renewal of curriculum and instructional programs. The administrator promotes and models the effective use of appropriate instructional technologies. The administrator holds teacher and/or other professionals accountable for having high standards and positive expectations that all students can perform at high levels. The administrator works with teachers and/or other staff to supervise and evaluate their performances, using performance standards, and to identify areas for growth. The administrator supports ongoing professional development.

Evaluation

Administrator's
Name _____

Principles of Effective Administrative Leadership

Principle II Effective Organizational Leadership

The effective administrator creates a self-renewing environment that consistently focuses on enabling all students to achieve at high levels.

The administrator applies research and organizational leadership skills. The administrator demonstrates communication skills that are clear, direct, and responsive. The administrator creates a positive, informed climate for collegial teaching and learning. The administrator facilitates constructive change. The administrator plans for models, and encourages collaboration and shared decision-making. The administrator applies strategic planning techniques that foster systemic approaches that result in sound decisions.

Evaluation

Administrator's Name-

Principles of Effective Administrative Leadership

Principle III Effective Administration and Management

The effective administrator acts within legal and ethical guidelines to accomplish educational purposes and improve student learning.

The administrator carries out personnel selection, supervision, evaluation, and management functions for the school or district effectively. The administrator applies current knowledge of policy formation and legal requirements within the scope of his/her responsibility. The administrator applies current knowledge of auxiliary programs (such as transportation, food services, pupil personnel services, maintenance, and facilities management) within the scope of his/her responsibility. The administrator uses appropriate available technologies to administer his/her responsibilities.

Evaluation

Administrator's Name-

Principles of Effective Administrative Leadership

Principle IV Promotion of Equity and Appreciation of Diversity

The effective administrator strives to ensure equity for all students and values diversity in the school environment.

The administrator strives to ensure equity among programs and learning opportunities for staff, students, and parents. The administrator demonstrates appreciation for and sensitivity to the diversity among individuals.

Evaluation

Administrator's Name-

Principles of Effective Administrative Leadership

Principle V Effective Relationships with the Community

The effective administrator interacts with the community responsibly to address the needs of students.

The administrator assesses the needs of parents and community members and involves them in decision making. The administrator promotes partnerships among staff, parents, business, and the community. The administrator interprets, articulates, and promotes the vision, mission, programs, activities, and services of the school/district.

Evaluation

Administrator's Name-

Principles of Effective Administrative Leadership

Principle VI Fulfillment of Professional Responsibilities

The effective administrator models professional behaviors that contribute to addressing the needs of students.

The administrator demonstrates enthusiasm for his/her own learning. The administrator demonstrates and promotes an atmosphere of respect for self and others. The administrator models ethical behavior.

Evaluation

Summative Comments

Proposed Goals FY _____

