

**CONTRACT
BETWEEN
TANTASQUA EDUCATION ASSOCIATION
AND
TANTASQUA SCHOOL COMMITTEE**

July 1, 2024 – June 30, 2027

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PREAMBLE

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

- A. Under the law of Massachusetts, the Committee, elected by the citizens of the Tantasqua Regional School District, has final responsibility for establishing the educational policies of Tantasqua Regional School District.
- B. The Superintendent of Schools of the Tantasqua Regional School District (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- C. The teaching staff of Tantasqua Regional School District has responsibility for providing education of the highest possible quality.
- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff.
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

DEFINITION OF EMPLOYEE UNIT

A. 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:

All teaching personnel employed by the Tantasqua School Committee who hold licenses under Chapter 71 of the Massachusetts General Laws, and all other personnel who hold such licenses and who perform a school-related function such as librarians, reading coordinators, guidance counselors, reading specialists, hearing and speech therapists, occupational therapists, physical therapists, integration specialists, psychologists, psychotherapists, adjustment counselors, curriculum supervisors, and school nurses.

B. Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as the "Teachers" and references to male teachers will include all teachers, both male and female.

C. Excluded from the unit, the Superintendent (Assistant Superintendent, Associate Superintendent), Principals, Assistant Principals, Technical Principal, Guidance Director, Special Education Director, Business Manager, Technology Director, Computer Technologist, permanent substitutes, and day to day substitutes.

NEGOTIATION PROCEDURE

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 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 I
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 procedures 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. The Principal'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 ten (10) working days after submission to Level One, the grievance may be filed in writing with the Superintendent, who shall, within ten (10) working days after receipt of the Level Two grievance, meet with the aggrieved employee, and/or a representative from the Tantasqua Education Association 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 ten (10) working days 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 Education Association, for the next regularly scheduled school committee meeting after receipt of the Level Three grievance in an effort to settle the grievance. If such notification is too late to include the matter on the School Committee posting or agenda, it will be scheduled for the following meeting. 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, within 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 fifteen (15) 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 twelve (12) 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 a teacher'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 it is the determination of the grievance 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 teachers, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two, 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 Three by the School Committee at their next regular meeting.

ARTICLE II
SCOPE OF AGREEMENT

- A. If any part of this contract is judged illegal, all other parts will remain in effect.
- B. 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.
- C. 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
SALARY SCHEDULE

- A. It will be practice of the Tantasqua Regional School District to employ experienced teachers and other personnel whenever it is feasible; to employ teachers specifically prepared for teaching the discipline for which they are hired; to spread duties carrying extra pay among staff members according to interest and ability as evaluated by the Administration.
- B. Salaries of all persons covered by this Agreement are set forth in Appendix A that is attached hereto and made a part hereof.
- C. Teachers in the Tantasqua Regional School District are to be paid on either:
 - 1. a ten (10) month basis
 - 2. a twelve (12) month basis (with the option to receive a lump sum summer salary) payments being made every other week. Requests for lump sum summer salaries must be requested by May 1 of the year in which the lump sum will be received. Requests for the ten (10) or twelve (12) month options must be made by May 1 of the school year prior to the one in which the payments will be received. All requests will be in writing. The District Treasurer will solicit all requests by May 1 of each year.

Teachers who are entitled to compensation for Athletic Coaching/Extra Duty Activities shall have the option of receiving a lump sum payment at the completion of said activity. Such payments will be made at periodic intervals during the school year.

- D. Initial salary levels of teachers new to the Tantasqua District shall be set by the Superintendent in accordance with existing salary schedules. Previous experience and hours of graduate credit shall be evaluated in relationship to the position being filled. Any teacher employed by the District shall have his/her placement on the salary schedule and years of credit indicated by contract upon initial employment. The Association may develop a one-page information sheet that the Superintendent's Office will give to all new hires at the date of hire.
- E. For the purpose of supervising instruction, helping to prepare annual budgets, recommending textbooks, purchasing equipment, and developing and maintaining curricula, all areas of instruction will be under the supervision of a curriculum coordinator.
- F. A teacher who has attained an advanced degree, or with prior approval, a column change, and has provided the credentials verifying the completion of such a degree or column change and which are in the Superintendent's Office by September 1, will receive the salary adjustment effective September 1 of that contract year. A teacher verifying completion of such a change by February 28 will be granted a pro-rated adjustment over the remaining checks of that contract year.
- G. A teacher who has achieved the Master's Degree level of the salary schedule may advance to the Master's Plus Thirty (M+30) level of the salary schedule by taking thirty (30) credits in addition to those applied to the Master's Degree, irrespective of whether such courses are taken before or after attainment of the Master's Degree.
- H. Any teacher employed by the Tantasqua District after September 1, and who serves 93 school calendar days or more shall receive credit for a full year upon the salary schedule.
- I. Teachers who are required to use their own vehicles for professional travel shall be reimbursed at the rate of the IRS allowance.
- J. Professional Development Fund:
With the commitment to Professional Development contained in the Education Reform Act of 1993, the Committee will provide funds to support individual and group projects developed by teachers to improve the school program.

Projects shall include, but not be limited to, curriculum development, instructional improvement, and evaluation of resources, school-community relations and other educational initiatives.

Professional Development funds would be awarded as follows:

1. Interested teachers shall submit a proposal to the building principal with a copy submitted to the Superintendent.

2. Proposals to be funded will be determined by the Superintendent.
3. 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.
4. Projects become part of the Tantasqua Regional School District.

ARTICLE IV
QUALIFICATIONS FOR INCREMENTS/COURSE APPROVAL

- A. Level advancement based on the existing salary schedule shall be included in the budget for each teacher. Level advancement for each teacher is not automatic, but is contingent upon satisfactory service which shall be determined by the Superintendent and the Principal. Level advancement shall become effective at the start of the school year.
- B. Teacher must have been employed in the district during the previous year for a minimum of ninety-three consecutive days to be eligible for advancement on the salary schedule the following August.
- C. Courses taken for professional growth or equivalent activity must be related to the teacher's Individual Professional Development Plan, the school Improvement Plan, District Improvement Plan, and Approved Graduate program or applicable to certification or licensing. The courses must receive approval from the Professional Growth Committee and the Superintendent for salary adjustment. Pre and post approval must be submitted on the Professional Growth Application form. (Appendix D) Courses not receiving prior approval may be submitted after completion with the understanding that such courses may or may not be approved for salary adjustment. Final approval must be by the Superintendent. Continuing Education Units (CEUs) also meet the requirement and equate to college credits as follows: 1.5 CEUs= 1 credit.
- D. A teacher shall receive increment payment for each three (3) hours of approved graduate credit or equivalent activities approved by the Professional Growth Committee and the Superintendent, provided that a grade of B or better in a subject related to the teacher's field of specialization is earned. **Credits to be used towards increment pay or column changes must be completed while employed by Tantasqua/Union 61 unless previously negotiated at date of hire. If enrolled in a degree program before the date of hire, those credits may be used towards a column change, but not increment pay.** Said increment shall be available for courses taken after a teacher has achieved any column on the salary schedule, including the maximum degree column. Payment shall be made according to the following schedule:

| | | |
|-----------------------------------|----------|---------------------|
| Prior to September, 1987 | \$ 40.00 | \$ 400.00 maximum |
| September 1, 1987-August 31, 1990 | \$ 80.00 | \$ 800.00 maximum |
| September 1, 1990-August 24, 2003 | \$100.00 | \$1000.00 maximum |
| August 25, 2003 | \$160.00 | \$1600.00 maximum |
| August 30, 2021 | \$200.00 | \$2,000.00 maximum* |

* Those on Master's + 30 and Voc. Cert. + Master's will be eligible to receive a maximum of \$2,500.00.

Credit hours earned during the year must be reported to the Superintendent with substantiating certificates or transcripts by October 1 each year. Salary adjustment will become effective the following January 1.

Credit hours earned after October 1 must be submitted to the Superintendent and Professional Growth Committee for approval with substantiating certificates or transcripts by March 1. These approved credits will be added to the teacher's individual contract and will be paid in the normal manner beginning July 1.

- E. A maximum of ninety (90) hours may be granted in any five (5) year period, for travel, workshops, or undergraduate study (for courses taken after September 1, 1993) directly related to his or her teaching assignment subject to approval by the Professional Growth Committee and the Superintendent.

ARTICLE V RETIREMENT

Retirement Options:

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.

Retirement Announcement Incentive

Teachers who notify the Superintendent by November 1 of their intent to retire effective June 30 of the same school year, and who do in fact retire, will receive a \$500 payment, in their final paycheck.

ARTICLE VI 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 the salary will be set by the School Committee.
- B. Nothing herein shall prevent the Association from approaching the Superintendent of Schools relative to the adjustment of such salary during the term of the Agreement.

ARTICLE VII WORK YEAR/WORK DAY

A. Work Year:

- 1. The work year of teachers (other than new personnel who may be required to attend 2 additional days of orientation), shall be 183 days. It shall include the day

prior to the opening of school for students, and two (2) professional development days scheduled within the school calendar, excluding vacations, weekends or holidays. The work year may not start earlier than the Monday preceding Labor Day, and will end no later than June 30th, except as the minimum 180 day school year is jeopardized by act other than that of the Committee. At least 2 hours of the day before the first day with students will be set aside for preparation activities determined by the teacher.

2. A copy of the school calendar will be given to the Tantasqua Education Association as soon as it is established by the School Committee.
3. An employee 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 days.

B. Work Day:

1. 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.

The class day of high school teachers will begin ten (10) minutes before the designated starting time for students and will end twenty (20) minutes after the dismissal time, except as to the teachers' professional obligation to provide extra help for students. Teachers at the junior high school will begin ten (10) minutes before the designated starting time for students and will end fifteen (15) minutes after the dismissal time, except as to the teachers' professional obligation to provide extra help for students as described below.

2. Teachers who meet with co-workers district-wide on professional development days may have their work day start and end times adjusted by administration, but they will not work more than 7 hours, including a 30 minute duty-free lunch.
3. **All Unit A members will designate a "late night" weekly (Tuesday, Wednesday or Thursday) where they will be available to offer extra help to students or other duties deemed necessary by administration. Staff will stay until the end of their building's designated late night.**

C. Staff Meetings:

Teachers will be required to attend two staff meetings each month which will last no longer than 1 hour. Meetings will be held on the first two Mondays (that school is in session) of the month. If a staff meeting needs to be rescheduled due to unforeseen circumstances (i.e. weather, illness, etc.) the staff will be given notice of the new date at least 7 calendar days in advance.

D. Parent Conferences/Back to School night:

1. Each teacher shall be required to attend three (3) parent conferences/back to school nights. Each conference and/or "Back to School Night" will be scheduled to be two (2) hours in duration.
2. Chapter 74 teachers will attend one "Back to School Night" and one parent-teacher conference. The fall advisory committee meeting will take the place of the second "Back to School Night."
3. The Administration will determine the format of meetings with input from staff.
4. One of the Junior High conferences will be scheduled for an afternoon. The Junior High School Administration will take teacher input into consideration when choosing the afternoon conference date. Teachers at the Junior High School will be relieved of their after school help session and detention duties the week of conferences.

E. Individual Parent – Teacher Conferences:

Teachers shall meet with parents of students to discuss matters of mutual interest that either the teacher or the parent may wish to discuss, or that the administration may want discussed. Such meetings shall be held at a time mutually agreed upon between the parties.

F. Preparation period:

1. **Junior High: In addition to their daily duty-free lunch, Junior High teachers will have eight (8) self-directed preparation periods per week (during a typical 5-day, 35-period week), the length of which shall be equivalent to a regular teaching period. Teachers must be provided at least one (1) of their eight (8) preparation periods each day. During these preparation periods, teachers shall not be assigned to any other duties or supervisory tasks.**
2. Senior High: Senior high teachers, in addition to their lunch period, will have one preparation block during which they will not be assigned to any other duties.

G. Teaching Load:

1. **Junior High: Junior High teachers will not be assigned to more than five (5) teaching periods per day (in a typical 7-period day). The principal may assign teachers one or more of the following, in his/her discretion, for any remaining periods in a typical 5-day week (provided teachers have already been scheduled for their required eight (8) duty-free preparation periods): a non-teaching duty, a team, or additional self-directed preparation period(s). If needed, during a week with extenuating circumstances, at the principal's discretion, teachers will relinquish one self-directed preparation to be used for coverage, meetings on behalf of a student, or other duties.**

The principal and building leadership team will evaluate this preparation period schedule at the midpoint of the 2024-25 school year. If no issues are identified at the midpoint meeting, this schedule will carry on. If issues are identified, building leadership and principal will work towards fixing the identified problem, or if no solution can be found preparation periods will revert back previous contract language.

2. Senior High: Senior high teachers will not be assigned more than four (4) blocks per day consisting of at least one preparation block and not more than three (3) student supervision blocks.

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.

3. Teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) grade level teaching preparations within said subjects in any given semester.
4. In order to meet the curricular deficits which arise from time to time, the Superintendent may post, in accordance with Article XI, the availability of an extra class of instruction in lieu of a preparation period. Compensation for such instruction will be as follows:

Junior High: 1/6 (one-sixth) of the assigned teacher's current base salary.

Senior High: 1/8 (one-eighth) of the assigned teacher's current base salary per semester course.

H. Substituting:

1. Any junior high teacher asked to substitute during a preparation period will be paid at a rate of \$10.00 per period for classes outside of his/her respective department(s) and \$20.00 per period if substituting for a class within his/her department(s). Any senior high teacher asked to substitute for a class during a preparation block will be paid at a rate of \$20.00 per block if substituting outside of his/her department(s) and \$40.00 per block if substituting within his/her department(s). In cases of longer term absences, and when the administration determines that it is unable to hire a qualified substitute, current staff may be offered coverage of this course during their prep period, at a compensation rate of \$80 per block at the high school and \$40 per period at the junior high school. The decision to offer this coverage to current staff is at the full discretion of the administrator.
2. Any nurse who covers in another building will receive a \$20.00 stipend per day.

I. Extra Duty positions:

1. A committee consisting of three (3) teachers and three (3) administrators will meet at least one year prior to the expiration of this agreement for the purpose of reviewing and recommending changes to the job descriptions of all stipendiary (co-curricular and athletic) positions.
2. A job description will be given to all Curriculum Supervisors, who are annually appointed, prior to assuming their responsibilities.
3. No teacher will be required to apply for or accept an extra duty position. All such positions will be posted by June 1. All Association members who apply will be interviewed. All things being equal, openings will be filled first by qualified regularly appointed teachers from within the Tantasqua School System. In the event no teacher applies, the administration may appoint qualified applicants from outside the system.

J. Release Time:

Release time for in-service workshops, curriculum revision, and parental conferences may be made available on a monthly basis as appropriate.

ARTICLE VIII
CLASS SIZE

The School Committee and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space availability and all other educational considerations, insure that class size is of the most effective nature for both teacher and pupil. However, the School Committee will make the final decision as to class size in the best interests of all.

ARTICLE IX
NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

- A. Teachers will not be required to collect money from students for non-educational purposes during the school day except for collection of student insurance and class pictures.
- B. Teachers will not be required to drive pupils to any place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate superior.

ARTICLE X
TEACHER ASSIGNMENT

- A. Teachers will be notified in writing of the programs for the coming school year, including the schools to which they will be assigned, and grade and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than August 15
- B. To the extent possible, changes in subject assignment in the secondary school will be voluntary.
- C. 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
VACANCIES AND PROMOTIONS

- A. 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.
- B. All qualified teachers will be given adequate opportunity to make application for such positions and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. In filling such vacancies, all other things being equal, preference will be given to qualified teachers already employed by the Committee, **but ultimately the decision will be based on the recommendation of the administration.**
- C. 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.
- D.
 - 1. All openings for summer programs and evening school positions and for all positions under Federal programs will be adequately publicized as early as possible and teachers who have applied for such positions will be notified of action taken regarding their application as early as possible.
 - 2. All things being equal, positions in the Tantasqua summer programs and evening school and positions under Federal programs will, to the extent possible, be filled first by regularly appointed teachers in the Tantasqua School System.

3. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Tantasqua School System and, in regard to summer school or evening school, teaching experience.

ARTICLE XII TEACHER EVALUATION

- A. All monitoring or observation of work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their superiors.
- B.
 1. All personnel files shall be maintained in the Superintendent's Office. These files shall comprise the only written evaluation of teachers to be used by the Superintendent and School Committee for evaluative purposes.
 2. Teachers will have the right, upon written request, to review the contents of their personnel file and to make copies thereof.
 3. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he has had opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Any complaints regarding a teacher made to any member of the Administration by any parent, student or other person will be promptly called to the attention of the teacher, and all appropriate and necessary information will be provided as determined by the administrator.

The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a teacher for breach of professional demeanor. If a teacher is to be disciplined or reprimanded by a member of the Administration above the level of the Principal, however, he will be entitled to have a representative of the Association present. If a teacher is to be disciplined or reprimanded by an immediate superior, other than the Superintendent, it will be done privately.

- D. The Teacher evaluation Instrument is hereby incorporated into this Agreement by reference.

ARTICLE XIII
SICK LEAVE

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

1. Each full time teacher is entitled to fifteen (15) days sick leave each school year with full pay. **Any new member hired beginning the 24-25 school year will receive 15 days per year for their first three years, 14 days in year four, 13 days in year five, and 12 days each year thereafter.**
2. **Up to seven (7) days of accumulated sick leave may be used to care for a member of the immediate family. In extenuating circumstances, the superintendent may grant, at their discretion, additional use of the accumulated sick leave for family care.**
3. Unused sick leave is accumulative to one hundred eighty (180) days with full pay.
4. **Both parties to this agreement believe that paid sick leave is an important benefit for employees and that any abuse of sick leave is detrimental both to the students of Tantasqua and the membership of the Tantasqua Education Association. While recognizing that only a small fraction of teachers may abuse sick leave, the parties agree that no abuse of sick leave should be tolerated or condoned.**

Situations which suggest “abuse” may include any absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods.

A principal may meet with the teacher in order to determine whether the teacher has valid reason to justify such absences or any other concerns regarding unusual sick leave usage. The teacher may have an Association representative present at this meeting.

The principal may require a medical documentation from a physician after three (3) consecutive days of absence or a pattern of suspicious absences. Medical certification shall be defined as a written documentation of illness and/or inability to attend work, along with ability to return. Noncompliance may result in denial of sick leave.

In any situation which persists to the point where the principal deems it necessary to consider disciplinary action against a teacher for suspected abuse of sick leave, the School principal shall notify the President of the Tantasqua Education Association. In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick leave and agrees to reasonably interpret and apply this provision.

5. 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 school year.
6. A teacher 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 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 **\$30.00** 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.

B. The District will provide employees with an accounting of their accumulated leave time on a regular basis.

ARTICLE XIV
TEMPORARY LEAVES OF ABSENCE

A. Full time teachers will be entitled to the following temporary leaves of absence with pay each school year:

1. Two (2) days leave of absence 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).

Unused personal days will either be reimbursed at \$50.00 per day or rolled over into sick leave at the conclusion of a school year. **Additionally, effective July 1, 2024, members may carry over one (1) personal day to the following school year. No member may have more than three (3) personal days in their bank at any one time.** Members must notify the Superintendent by June 1 of their decision to either receive the reimbursement or roll over. **Members who are seeking to take three consecutive personal days must request the written approval of the Superintendent at least two (2) weeks in advance of the leave.** Members must notify the Superintendent by June 1 of their decision to either receive the reimbursement or rollover. If you do not notify by June 1 they will roll over into sick days.

No personal days may be used in the month of June, unless for extenuating circumstances and with prior approval from the Superintendent

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 teacher'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. Teachers 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. **Bereavement:**
All Unit A members may receive up to three (3) days leave with pay for a death in the immediate family. Immediate family is defined as husband, wife, children, mother, father, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, **grandparents**, 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.** Leaves taken pursuant to Section A above will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his own substitute.
- C.** Absence without approval from administration will constitute unapproved unpaid leave and disciplinary action may be taken. Unpaid leave is defined as 1/183 of annual contract amount.

- D.** **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.

ARTICLE XV EXTENDED LEAVES OF ABSENCE

- A.** A leave of absence without pay, up to two (2) years, will be granted to any teacher who serves as an exchange teacher on an exchange program approved by the Administration and is a full time participant in such a program. Upon return from such leave, a teacher 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 teacher who is drafted or called up to active duty in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher 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 as defined by statute.

C. Parental Leave:

The parties agree to act consistently with the parental leave provisions of M.G.L. 149, Section 105
D. Wherever the terms of the following section conflict with said statute, it is expressly understood that the statue will control.

1. A teacher requesting a parental leave shall notify the Superintendent of the total length of the leave desired including sick leave and extended unpaid leave. A teacher may request only sick leave or a combination of sick and extended unpaid leave, but the total parental leave shall not exceed two school years. The combinations of sick and unpaid leave may include unpaid leave before the sick leave period and/or after the sick leave period.
2. Parental Leave without pay shall be granted to any teacher as follows:
Any teacher who has been employed for at least three (3) consecutive months shall be entitled to a parental leave of absence without pay for the purpose of giving birth, the birth of a child or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physical disabled) for adoption. The teacher shall notify the Superintendent in writing within a reasonable time after the pregnancy has been confirmed or the adoption/placement timeline is established.
3. A teacher may, during any parental leave period, utilize their sick leave consistent with Article XIII.
4. A teacher not eligible for sick leave under Article shall be entitled to parental leave under the same terms and conditions as set forth above, except that the teacher 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.
5. All benefits to which a teacher was entitled at the time his/her leave commenced, minus any sick leave used, will be restored upon return, and the teacher will be assigned a position for which they are certified.
6. These provisions shall be interpreted so as to permit total compliance with Federal and State (Massachusetts) Laws and regulations governing leave on account of pregnancy.

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 teacher'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, a teacher 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 teacher 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 will be granted for personal or professional reasons to any teacher 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. Teachers requesting such leave must do so in writing by May 1 of the preceding year.
- H. All benefits to which a teacher 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. Teachers on extended leaves of absence will be allowed to continue being covered under any health or medical insurance applicable to teaching employees provided that said teacher pay the full cost thereof and according to procedures established by the District Treasurer.
- K. A teacher on leave shall not be denied the opportunity to substitute in the school district by reason of the fact that said teacher is on a leave of absence.
- L. Any person employed by the School District to fill the position of any certified professional employee on leave shall be notified in writing by the Superintendent at the time of employment that said person's contract shall terminate upon the return to active service of the employee on parental leave whose position is being temporarily filled.
- M. Employees shall be granted a leave of absence without pay for up to one (1) year for the purpose of child care or child-rearing. Such leave shall be consistent with applicable state and federal laws.
- N. A teacher on leave will notify the Superintendent by May 1 in the year of leave of his/her intended return to the district.
- O. Employees eligible for leave under the federal Family and Medical Leave Act (FMLA) shall be permitted to take leave under that law and such leaves shall run concurrently with any leave under this contract.

ARTICLE XVI
SABBATICAL LEAVE

The Superintendent may grant the policy of sabbatical leave to regular full-time teachers upon request for approved scholarly program whether or not carried on in an academic institution, subject to the following conditions:

- A. No more than two (2) members of the teaching staff shall be absent on sabbatical leave at any one time.
- B. Request for sabbatical leave must be received by the Superintendent in writing in such form as required by the Superintendent no later than March 1 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 30 of the same year.
- C. The teacher has completed at least seven (7) consecutive full school years of service in the Tantasqua Regional Junior High or High School.
- D. Teachers on sabbatical leave will be paid at 3/4 of their annual salary rate, provided that such pay when added to any program grant shall not exceed the teacher's full annual rate. Method of payment is at the discretion of the Administration.
- E. The teacher shall agree in writing to return to employment at Tantasqua for one (1) full year in the event of a one-half (1/2) year's leave or two full years in the event of a full year's leave. Upon such return, the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.

ARTICLE XVII
PROTECTION

- A. Teachers will immediately report in writing to the Principal all cases of assault suffered by them in connection with their employment.
- B. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher for information in his possession relating to the incident or the persons involved, and will act in appropriate ways as liaison among the teacher, the police and the courts.

ARTICLE XVIII
PERSONAL INJURY BENEFITS

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

ARTICLE XIX
REDUCTIONS IN STAFF

- A. The Committee retains the exclusive right to determine the number of teaching positions and other professional positions which are needed in the schools under its jurisdiction. In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in Article I, employees with professional status shall be laid off in the inverse order of their initial employment. No employee with professional status will be laid off until all teachers without professional status are gone unless the least senior teacher with professional status is not qualified to perform the duties of last remaining teacher without professional status.
- B. An employee with professional status whose position is eliminated shall:
 - 1. Be transferred to an open position for which they are licensed. If no such opening exists, the employee shall:
 - 2. Replace an employee with the lowest seniority anywhere within the Tantasqua Regional School District in an area in which the laid-off employee is qualified.

"Seniority" means an employee's length of service in years, months and days in the bargaining unit from the initial date of teaching by the Committee. An employee who has been employed part-time for any given year will receive a fraction of a year's seniority equivalent to the amount of employment. Accrual of seniority shall include only paid leaves of absence.

Effective September 1, 1990, professional employees of the Tantasqua Regional School District, Unit A, who leave Unit A but continue to be employed by the Tantasqua Regional School District will, upon their return to Unit A, be reinstated on the seniority list with the years of service they had accrued prior to leaving Unit A.

"Qualified" means that the teacher holds a valid license for the position.

- C. In cases involving teachers having identical seniority, preference for retention or recall shall be based on educational credentials.
- D. Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect.
- E. Teachers who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective layoffs. During the recall period, the Tantasqua Education Association President and teachers on recall shall be notified in writing by the Superintendent of openings as they arise. Preference for positions as they develop will be in the inverse order of their respective lay off dates and all benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. No credit will be given for time spent on layoff.

F. Employees on recall shall be notified by the Superintendent by certified mail of any open positions within their area of certification in the Tantasqua Regional School District at their last known address. The teacher is responsible for notifying the Superintendent of his/her current mailing address. Failure to apply for any open full time, permanent position within his/her area of certification within fifteen (15) weekdays following such notification by the Superintendent shall terminate all rights under this Article. A person recalled shall be given thirty (30) days to commence employment.

Teachers with previous teaching experience in the Tantasqua School System will upon returning to the system within five (5) years after having been laid off, receive full credit on the salary scale for outside teaching experience.

G. Laid-off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee for the full premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.

H. While members of the bargaining unit continue on layoff during the recall period, the Committee agrees not to hire any new teachers unless all qualified teachers on layoff with recall rights from this school system declined an offer to fill the vacancy.

I. For purposes of this article, layoff will date from the last day taught for compensation as a full time or part time staff member in the Tantasqua Regional School District.

J. A seniority list shall be compiled and updated at the beginning of each school year. A copy shall be given to the Association by November 1 and any challenge to the list shall be made by December 15. The Administration shall respond to the Association's challenge by January 30. A meeting between the parties shall take place before March 1 to resolve any issues. A new list will be published after any needed corrections are made.

ARTICLE XX
PART-TIME EMPLOYEES

- A. Part-time employees covered by the terms of this Agreement shall have their salaries pro-rated in accordance with the proportion of their service in relation to a full-time schedule.
- B. Part-time employees shall be entitled to all other applicable benefits of the Agreement except as set forth below:
 - 1. Sick Leave:
A part-time teacher shall be entitled to an allotment of days pro-rated based on either the proportion of a day or a proportion of the week usually worked.
 - 2. Personal Leave:
A part-time teacher shall be entitled to at least one (1) personal leave day, and if employed sixty (60%) percent or more of a full-time schedule to two (2) personal leave days.
 - 3. Teachers who work a part time schedule are expected to participate in all three (3) 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.
 - 4. 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.
 - 5. Part time teachers who are not scheduled to work on professional development days are encouraged to attend and will receive their prorated per diem rate for any time they were not scheduled to work.

ARTICLE XXI
PAYROLL DEDUCTIONS

A. Tantasqua Education Association Dues:

1. It is agreed that deductions shall be made from the salary of any teacher so requesting for dues to the Tantasqua Education 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 Education Association | \$ _____ |
| Massachusetts Teachers' Association | \$ _____ |
| National Education Association | \$ _____ |
| TOTAL | \$ _____ |

_____ Date _____ Teacher's Signature

2. The Tantasqua Education 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 teachers who have not indicated in writing to the Committee that they elect not to be covered. Any such request may be made by a teacher in writing and shall be filed with the Superintendent.
 - a. The District will pay ninety-nine (99%) percent of the cost of a \$15,000 term life insurance plan.
 - b. The District will pay sixty (60%) percent of the cost of the following types of insurance coverage:
 - 1st. Individual or family group health coverage, whichever applies in the particular case. The Committee and the Professional Rights and Responsibilities Committee of the Tantasqua Education Association must mutually agree to any change in health carrier/coverage.
 - 2nd. Individual or family group dental coverage, whichever applies in the particular case. The Committee and the Professional Rights and Responsibilities Committee of the Tantasqua Education Association must mutually agree to any change in 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:

Teachers 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.

ARTICLE XXII
GENERAL

- A. There will be no reprisals of any kind against any teacher by reason of his membership in the Association or lawful participation in its activities.
- B. When possible, the Parties agree that negotiations and all other union activities will take place outside of work hours (excluding teacher preparation and contractual break time). If negotiation meetings between the Committee and the Association are scheduled during a 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 or her participation in such meetings. While it is expected that such activities will take place outside of work hours, when it is necessary pursuant to grievance procedure for a school representative member of the P.R. & R. Committee or other representative designated by the Association attend a grievance meeting or hearing during a school day, he will, upon notice to his Principal and to the Superintendent by the Chairman of the P.R. & R. Committee, be released without loss of pay as necessary when operationally possible or necessitated by the proceeding in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings or hearings as a witness is necessary will be accorded the same right.

ARTICLE XXIII
JUST CAUSE/GOOD CAUSE

No teacher with professional status will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. A teacher without professional status will not be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without good cause. Nothing in this Article shall in any way inhibit or diminish the authority granted the Superintendent by Statute.

ARTICLE XXIV
ASSOCIATION LEAVE

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

JOB SHARE

Job Sharing:

Two (2) teachers with professional teacher status may initiate a proposal for "job sharing." They will submit a proposal in writing to the building principal on or before March 1st. The Tantasqua Education Association will be given a copy of all such proposals at the same time. "Job Sharing" shall apply to sharing all the duties of one (1) full time position which is occupied by one (1) of the two (2) teachers involved in the proposal. The cost of the "job sharing" shall not exceed the cost of one (1) full time teacher.

The proposal must include the following: 1. A tentative work schedule for each "job sharing" teacher for instructional time, non-instructional duties and preparation time; 2. A description of how necessary parental communication will be maintained; 3. A description of how communication between the "job sharing" teachers will occur.

Both "job sharing" teachers shall be required to attend all professional development days, faculty meetings, assigned committee meetings, parent- teacher conferences, open houses, parent nights and other such meetings expected of full time faculty members.

All compensation, benefits, hours of work and other working conditions, including duty and prep time will be prorated to each "job sharing" teacher's percentage of full time employment. There will be an overlap of at least fifteen (15) minutes between tours of duty schedule each workday.

If either carries health insurance prior to "job sharing" only one (1) of the two (2) "job sharing" teacher, selection to be agreed upon by them in writing, will be eligible, for district health insurance benefits.

Seniority will be computed as currently determined for part time teachers.

The Principal will review the proposal, with the superintendent if necessary, and discuss any concerns with the teachers submitting the proposal and give with a recommendation to the superintendent in writing no later than March 15th. The Superintendent will forward a final decision on the proposal no later than March 22nd.

The Superintendent may approve or deny the proposal. The decision of the superintendent will be final and binding and not grievable or arbitrable by any teacher in the bargaining unit or by the Association. This decision will in no way be precedent setting. If approved by the Superintendent, the specifics of the job sharing assignment and any subsequent changes thereto will be reduced to writing. Said writing will be incorporated into the provision therein, for acceptance by and signature of, the two (2) "job sharing" teachers involved and the Association. This document will be delivered to the superintendent no later than March 29th.

Neither "job sharing" teacher will be able to displace a less senior teacher during the "job sharing" year. Either "job sharing" teacher may apply for a vacant position over the course of the "job sharing" year. If one "job sharing" teacher is transferred to vacant position or otherwise leaves the "job sharing" an attempt will be made to hire a replacement subject to the terms of the "job sharing." If the "job sharing" position cannot be filled, the remaining "job sharing" teacher will be extended the opportunity to fill the formerly shared position in a full

time capacity. Otherwise the formerly shared, full time position will be posted and the “job sharing” teacher will be placed on a leave of absence without pay for the remainder of the “job sharing” school year. He or she will be eligible for placement in a vacant position, for which he or she is qualified, during that year or at a subsequent time.

If the “job sharing” teachers prefer to remain in this agreement for a subsequent school year, they must submit specific proposal to the principal by March 1, following the previously stated procedure.

ARTICLE XXVI NON-DISCRIMINATION

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 DURATION

- A. The provisions of this Agreement will be effective **July 1, 2024** and will continue and remain in full force and effect through **June 30, 2027**.
- B. This Contract may be amended by mutual agreement at any time and in any respect.

TANTASQUA EDUCATION ASSOCIATION

By:

Noel Lamothe, TEA President

Dated:

4/12/24

TANTASQUA SCHOOL COMMITTEE

By:

Michael Valanzola, Chair

Dated:

4-30-24

APPENDIX A
TANTASQUA TEACHER SALARY

FY25 increase 2.25% plus steps (in addition to 1% on day 183 of FY24)

FY26 increase 3.25% plus steps

FY27 increase 3.50 % plus steps

| 2024-2025 2.25% | | | | | |
|------------------------|------------------------|-----------------------------------------------|----------------------|---------------------------------|------------|
| | BA Voc Cert | BA +30 / MA Voc Cert +30/Assoc | Voc Cert + BA | MA +30 Voc Cert + MA | PHD |
| LEVEL I 1-3 YEARS | 53344 | 56431 | 57978 | 59524 | 62738 |
| LEVEL II 4-9 YEARS | 73197 | 76458 | 78600 | 80741 | 85260 |
| LEVEL III 10+ YEARS | 88267 | 91974 | 94669 | 97367 | 103079 |
| LEVEL IV 20+ YEARS | 94866 | 98572 | 101268 | 103967 | 109676 |

| 2025-2026 3.25% | | | | | |
|------------------------|------------------------|-----------------------------------------------|----------------------|---------------------------------|------------|
| | BA Voc Cert | BA +30 / MA Voc Cert +30/Assoc | Voc Cert + BA | MA +30 Voc Cert + MA | PHD |
| LEVEL I 1-3 YEARS | 55077 | 58265 | 59862 | 61458 | 64777 |
| LEVEL II 4-9 YEARS | 75576 | 78943 | 81154 | 83365 | 88031 |
| LEVEL III 10+ YEARS | 91136 | 94963 | 97746 | 100531 | 106429 |
| LEVEL IV 20+ YEARS | 97949 | 101776 | 104560 | 107346 | 113241 |

| 2026-2027 3.5% | | | | | |
|------------------------|----------------|--------------------------------------|---------------|-------------------------|--------|
| | BA Voc Cert | BA +30 / MA Voc Cert +30/Assoc | Voc Cert + BA | MA +30 Voc Cert + MA | PHD |
| LEVEL I 1-3 YEARS | 57005 | 60304 | 61957 | 63609 | 67044 |
| LEVEL II 4-9 YEARS | 78221 | 81706 | 83994 | 86283 | 91112 |
| LEVEL III 10+ YEARS | 94326 | 98287 | 101167 | 104050 | 110154 |
| LEVEL IV 20+ YEARS | 101377 | 105338 | 108219 | 111103 | 117204 |

Level Description

- I Years 1 through 3
- II Years 4 through 9
- III Years 10 and over
- IV 20+ Years of Service at Tantasqua
(if all 20 years not at Tantasqua, employee stays at level III)

Notes:

- a. No level increase shall be automatic, but shall be granted upon recommendation of the Superintendent for satisfactory service.
- b. An increase in level may be granted early upon recommendation of the Superintendent.
- c. After ten (10) years of continuous service at Tantasqua Regional Junior High or Senior High School, a professional employee shall receive one hundred dollars (\$100) per year for years eleven (11) through nineteen (19). This pay will be added to his or her maximum or base salary and will be accumulative.
- d. Once Level IV is reached, all longevity payments noted in c above are eliminated.
- e. New vocational teachers will be placed in column based on the degree held, regardless of the requirements for certification.
- f. Any vocational employee whose start date is prior to July 1, 2018 shall remain in their current column until further education warrants a column change.

TANTASQUA REGIONAL SCHOOL DISTRICT

APPENDIX B
ACADEMIC AND CO-CURRICULAR
POSITIONS AND STIPENDS

- a. Student interest or school need will lead the School Principal to seek a volunteer advisor for a new club or activity.
- b. With Superintendent approval, the program/position will run with provisional status for three years in order to evaluate continuity and sustainability. During these three years, the Principal will gather data to report on at the end of the provisional period.

Data to be considered to make recommendation for continuation include:

1. Educational benefit to students
2. Frequency of meetings
3. Numbers of students involved
4. The principal's professional judgement
5. Activity details provided to the principal by a staff members and students, along with observation over the three years.
6. Any other factor the principal deems important to consider

- c. After three years, the Principal will provide a report and recommendation to a standing committee made of representatives from the Union and administration to review the proposed club/activity. That Committee will make a report to the Superintendent of Schools. If club/activity is agreed up, the request will be brought forward to the School Committee, along with a recommended stipend category based on the recommendation of the standing committee.
- d. Once School Committee votes approval, the stipend will be added during the budget cycle for the following school year. The position will be considered a Housekeeping item to add to the contract during the next Unit negotiation process.
- e. Once a club or activity experiences three years of inactivity, it shall be eliminated from the stipends list, meaning it will not be budgeted for and will not be run in subsequent years. Due to the pandemic, the 2020-2021 school year shall not count towards removal.
- f. The Committee reserves the right not to fund or fill any of these stipend positions.

Athletics

Athletic Director \$11,930.29

Category 1a \$6200

Varsity Football

Category 1 \$5600

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 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

Boys Lacrosse Assistant

JH Soccer, Basketball, Baseball, Softball, Field Hockey and Cross Country

Dive Coach \$1,500

HS Varsity Sports Head Coaches Extended Season - \$100 per game/meet beyond regular season

Clubs/Activities

Category A \$500

JH SAGE
SH Humanities Scholars

SH Book Club
SH Tri-M

Category B (per event/sessions) \$650

JH Theater Club
JH Synergy
JH Snowshoe/Hiking Club (per yr)
JH/SH Quabbin Festival
JH/SH All Region Events (music and art)
JH/SH Mountain Biking Club

SH Anime Club
SH Class Advisors (Fr and Soph)
SH History Club
SH Science Fair
SH Art Club
SH Freshmen Orientation
SH Herren Project

Category C \$1250

JH Animal Sanctuary Club
JH Art Club
JH Chess Club
JH NHS
JH Newspaper (min 3 pubs)
JH Science Club
JH Sewing Club
JH Tennis Club
JH/SH Gaming Club
JH Cooking Club

SH Fitness/Weightlifting
SH Brain Bee
SH Be Good to People
SH Dungeons and Dragons
SH Feels Like Monday
SH Gay/Straight Alliance - Diversity Club
SH Passages
SH Recycling Club
SH Tantasqua Buddies
SH Wellness Warriors

Category D \$1500

JH Outing Club
JH/SH Special Ed Teachers
SH Math Team

SH Mock Trial
SH Model UN Club
SH Newspaper (min 4 publications)
SH Relay for Life

Category E \$2000

JH Yearbook
JH Chestnut Club

SH Ski Club

Category F \$2500

JH Sub Procurer

Category G \$3000

SH Auditorium Lights/Sound Tech
JH Student Council
SH NHS

SH Sub Procurer
SH Senior Class Advisor
SH Yearbook

JH Fall/Winter/Spring Intramurals (Note: This is a per-season stipend split between two people being assigned to the position. If only one person is assigned to the position, then the stipend is \$1500 per season. The Principal will decide each season, based on student participation, whether to assign one or two people. Each person receiving the stipend will be responsible for 2 days per week of intramural coverage.

Performing Arts**Category H \$750**

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

Category I \$1000

JH Debut Pit Band
SH Color Guard
SH Encore Pit Band
SH Front Percussion Pit Instructor
SH Musical Choreography

SH Musical Orchestra
SH Musical Set Construction
SH Applause Pit Band

Category J \$1500

JH Theater Asst. Production

SH Drama/Theatrical Play
SH Musical Producer

Category K \$2000

JH Theater Director
JH Debut Assistant Director
JH Jazz Band
JH Tantascapellas

SH Choraleers
SH Encore Assistant Director
SH Jazz Band
SH Musical Acting Director
SH Musical Choral Director
SH Applause Assistant Director

Category L \$3500

JH Debut Director
SH Encore Director

SH Marching Band Director
SH Applause Director

Others:

JH Ski Club \$1750
SH Student Council \$4000
SH Peer Connections \$4000
SH Skills USA \$3500
SH Jr. Class Advisor \$1800

| | |
|-------------------------------|------------------------|
| JH/SH Mentors | \$1,227 |
| Saturday School 4 hrs per day | \$125/day certified |
| Tutoring | \$90/day non-certified |
| Ticket Taker/Event Security | \$41 |
| Adult Ed. \$30 | |
| Drivers Ed – Road Instruct. | \$25.55/hr |
| Drivers Ed – Class & Admin | \$28.06/hr |

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

Guidance Counselors may be required to work up to 5 extra days at their per diem rate. The days will be mutually agreed upon between the Guidance Counselor and the Principal.

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

Curriculum Supervisors (CS):

1. 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.
2. Shall not be assigned to other duties except for morning and afternoon supervisory duties.
3. Will not be responsible for evaluating any teacher who has not attained professional status or is on an improvement plan.
4. Will meet with Building principals to determine which staff members will be evaluated by the curriculum supervisor. The number of staff members required to be evaluated by the curriculum supervisor shall not exceed three (3) per year, unless unusual and extenuating circumstances exist.
5. Will be offered annual training. Training shall be open to all staff members.

6. Will work an additional 8 hours at times mutually agreed upon with the Principal. Work may be done in hourly increments but must be completed during days when school is not in session. Curriculum Supervisors will schedule their own time.
7. All Curriculum Supervisors will designate a second “late night” weekly (Tuesday, Wednesday or Thursday) where they will be available to offer extra help to students.
8. Music Curriculum Coordinator JH/SH: Full base due to oversight for all performances, plus per member and added building stipend. Same responsibilities as other curriculum coordinators except for only one (1) help session per week and only four (4) hours of additional time as outlined in #6 (duties of the Curriculum Supervisors).

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.

9. Art Curriculum coordinator JH/SH: One half the base, plus per member and added building stipend. Same responsibilities as other curriculum coordinators except for only one (1) help session per week and only four (4) hours of additional time as outlined in #6 (duties of the Curriculum Supervisors).

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
Special Education

JH Team Leaders (6) - \$2,500 each

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

APPENDIX C
TANTASQUA REGIONAL SCHOOL DISTRICT
PROFESSIONAL GROWTH APPLICATION

NAME _____ DATE _____
 DATE OF HIRE _____

*Application must be in accordance with ARTICLE IV of the Teacher Contract.

*If this document is to be used as a pre-approval, check here _____, and attach any information that will be helpful to determine eligibility towards professional growth (course description, syllabus, etc.). Then, submit all documents to: A) member of the Professional Growth Committee or B) the Superintendent or Designee in Central Office.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Check type of activity submitted: _____ COLLEGE COURSE * _____ INSTITUTE* _____ WORKSHOP* _____ TRAVEL * _____ PROFESSIONAL GROWTH ACTIVITY * _____ PUBLICATION/PRESENTATION* <small>*Defined on reverse side</small> | Please check one of the following: _____ Course is to be counted towards column change (check only if this course will trigger a column change. Ex: This is your final course of a degree program, or these credits will get to you to +30) _____ Course will be counted for increment salary (course will be used towards a column change at a later date, but not enough credits are accrued yet) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Did the school district provide compensation or professional leave time for this course or activity?
 () Yes () No

COURSE OR ACTIVITY LOCATION CREDIT HOURS

| Course Name | Credits Earned | Write one: online/in person |
|-------------|----------------|-----------------------------|
| | | |
| | | |
| | | |

_____ APPROVED _____ NOT APPROVED

PROFESSIONAL GROWTH COMMITTEE SIGNATURES

DATE OF COMMITTEE ACTION _____ Workshop/Institute/Travel _____ hours

Prior to filling out your Professional Growth application, please read the following:

- Application due dates are October 1 and March 1.
- All forms and official transcripts should be submitted in triplicate. The Professional Growth Committee may approve applications pending receipt of official transcript.
- Teachers are responsible for retaining their own copies of approved professional growth activities. Additional salary benefits are effective by the first pay in January and June. Workshop/institute hours used for credit should not exceed 90 hours for each five-year certification cycle.
- Professional growth activities, including online coursework, take place outside of the school day, and at the expense of the applicant.
- Professional days do not qualify as professional growth activities.
- Activities and course work for which the individual has received direct compensation from the District may be used to satisfy contractual obligations, but may not be used for additional salary benefit unless the teacher has reimbursed the District in full.
- Only graduate level college courses taken from accredited, non-profit institutions for credit, and for which the applicant provides official transcripts, may be used for a salary column change. With the exception of **members** enrolled in an online degree or MA certification programs offered by accredited non profit universities/institutions, **members may submit up to seven** online graduate college courses within a five year recertification cycle. Online education and content area graduate courses must be taken from accredited, non profit universities/institutions and the teacher must earn a grade of B or better. Without official transcripts, these courses may count for salary increment, but may not be used toward a column change. **Members may petition the superintendent to complete more online courses. (use Professional Growth Form).**
- Undergraduate courses: Technical Division teachers may take undergraduate courses for salary increments; academic teachers assigned to teach courses for which they have no formal academic background, may take undergraduate courses for salary increment, but may not use undergraduate courses to advance to the Ma +30 column.

Definitions:

College course: Any graduate level course. With the exception of Technical Division teachers, it is suggested that undergraduate courses receive prior approval. Applications for prior approval should include a brief description of course applicability to the applicant's current teaching assignment. Effective FY2001, full credits from one, two, and four credit courses may be carried over and combined with other course credits and/or professional growth activities for increment payment, if the course or activities are in the same field, on the same topic, or are strongly related.

Workshop/Institute: Thematically related intensive study related to teaching assignment for salary increment only. When workshop/institute hours reach 45 a professional growth application may be submitted. Prior approval is recommended when possible. Unlike graduate level course credits, workshop/institute hours do not carry over from one application to another.

Travel: No more than 3 credits will be given for a trip of at least 14 consecutive days. Travel directly related to one's field or teaching assignment must be thoroughly explained and curriculum connections delineated in a narrative to be submitted with application. Prior approval is recommended when possible.

Professional Growth Activity: Teachers may petition the Professional Growth Committee for consideration of activities not listed in the above categories. Prior approval is recommended. Please submit a copy of the prior approved form with your completed application.

- **Publication:** Teachers whose articles or other writings are published in recognized professional journals may receive a salary increment. Copies of publications should be submitted with the application.
- **Presentation:** Teachers who conduct workshops/ seminars or present at regional or national conferences, and for which the District has not compensated the individual, may receive a salary increment with official documentation from the professional organization. Compensation for presenting on the same topic will be awarded once during a five-year licensing period.