

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

FY 2025-2028

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

## ARTICLE 1: PREAMBLE

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

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

## ARTICLE 2: RECOGNITION

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

otherwise indicated, unit members will hereinafter be referred to as "employees", and any reference to male employees will include female employees. The Unit shall be designated Unit C.

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

#### ARTICLE 3: DEFINITIONS

##### Full/Part Time:

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

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

#### ARTICLE 4: WORK DAY/WORK YEAR

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

**ARTICLE 5:  
CONDITIONS OF EMPLOYMENT**

**A. Workday and Benefits**

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

**B. Duties:**

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

**C. Professional Development:**

1. When Educational Support Professionals attend scheduled workshops or conferences that have been approved by the Principal, employees will receive their hourly rate of pay while in attendance. Travel time to and from workshops or conferences within the district will not count towards hourly pay. Out-of-town arrangements shall be made with the Principal.
2. All ten month Education Support Staff Members, will be dismissed with the students on the four (4) Early Release Professional Development Days, and will be paid only for time worked on these days. In exchange, these ten month employees will attend district-wide and building based activities the day before school opens and will attend the first of the two full day, district-wide professional development days. Staff will be paid for these full days at their hourly rate, therefore ensuring they receive at least 180 days of full pay during the ten month period. As these two Professional Development Days will be considered part of the work year, employees not attending either of these days will be charged personal/sick time and paid as such.

Staff members 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 have to work more than their regularly scheduled total hours, unless paid additionally at their hourly rate.

3. Staff will, at the principal's request, work the second full district-wide professional development day or will stay and work the full day of any early release days. If/when this happens, at least two weeks notice will be given and the employee will always be paid for time worked at their hourly rate.
4. Educational Support Professionals will be reimbursed up to the equivalent tuition cost of a three credit course at Worcester State College for the successful completion of a three-credit course that is related to their employment and that is approved, in advance, by the Superintendent. An individual will be eligible to receive up to two (2) such reimbursements in a given fiscal year after submitting an official grade report of transcript to the Superintendent that demonstrates successful completion of the course and evidence that the tuition payment was made for that course.
5. As soon as reasonably practicable upon hire, all Pathways staff shall attend the three-day **De-escalation** initial training during regular work hours if not already certified.

D. Administration will distribute a letter of job assurance to members of this Association by July 1st for the following school year, unless the District budget has not been approved by at least four member towns.

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

## ARTICLE 6: EVALUATION

### Purpose of Evaluation

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

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

### Evaluation Reports

Each employee will receive a Summative evaluation annually.

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

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

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

The Evaluation Tool is attached as Appendix A

#### ARTICLE 7: HOLIDAYS

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

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

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

**All holidays will be paid at the number of hours the member would normally be scheduled for, provided regularly scheduled work was performed the day before and the day after the holiday, unless leave was authorized by the Superintendent for either day.**

#### ARTICLE 8: DELAYS AND EARLY RELEASES

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

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

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

#### ARTICLE 9: LEAVES OF ABSENCE

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

Up to seven (7) days of accumulated sick leave may be used to care for a member of the immediate family. If an immediate family member (parent, spouse, or child), is experiencing a significant illness, once the employee has utilized all available Family Sick Days, the Superintendent, upon request of an employee, and at his or her discretion, may allow for use of additional Family Sick Days from the employee's Sick/Personal Day balance.

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

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

After donating twenty-five (25) days each time the sick bank is activated, should Unit C not have enough donations for another round, they may petition the Superintendent to open donation requests to Unit A members. This provision is only intended for extenuating situations. The Superintendent's decision is final and not grievable.

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

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

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

- B. All Educational Support Professionals shall receive two (2) personal days per year. Personal day requests must have at least forty-eight (48) hours advance notice. Personal days may be used for personal business that cannot be scheduled at any other time other than during the school day. Personal days may not be used before or after a holiday or scheduled school vacation unless petition is made to the Superintendent to grant such leave based on extenuating circumstances.
- C. All Educational Support Professionals shall receive two (2) family days. Family day requests must have at least forty-eight (48) hour advance notice. Family days may be used for family matters that cannot be scheduled at any other time other than during the school day. Family days may not be used before or after a holiday or scheduled school vacation. Unused Family Days each year will roll into the employee's Sick Leave balance.
- D. Bereavement Leave: All Educational Support Professionals are entitled to three (3) days leave with pay for a death in the immediate family **for the purpose of funeral arrangements and related services occurring on days while school is in session.** Immediate family is defined as husband, wife, children, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, grandparent, or any other member of the immediate household. **The three days may be spread over two distinct time periods.** The Superintendent may authorize one (1) day absence with pay for the death of a family member or close friend. Request should be made forty-eight (48) hours in advance whenever possible.
- E. Other Leave:
  - 1. Jury Duty will be given in accordance with State and Federal Laws.
  - 2. Military Leave will be given in accordance with State and Federal laws.
  - 3. For bargaining unit members not eligible for leave under the FMLA who have been employed by the Committee for at least one full school year, a leave of absence, without pay, may be granted for up to three (3) months for the purpose of caring for a member of a bargaining unit member's immediate family as that term is defined under the FMLA. The leave of absence may be extended at the termination of the period at the discretion of the Superintendent of Schools or his/her designee. Bargaining unit members may use their accrued paid time contemporaneously with unpaid leave under this provision in accordance with the terms of the contractual paid leave.
  - 4. Any employee as defined in Article 2 is responsible during unpaid leave for the full cost of any benefit plan to which he or she may subscribe, except that pursuant to the FMLA, leave taken under the Act, the Committee shall continue to pay its share of Group Insurance.

**F. 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 statute will control.

1. An employee requesting a parental leave shall notify the Superintendent of the total length of the leave desired including sick leave and extended unpaid leave. An employee 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 employee as follows: Any employee 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 employee shall notify the Superintendent in writing within a reasonable time after the pregnancy has been confirmed or the adoption/placement timeline is established.
3. An employee may, during any parental leave period, apply her accumulated sick leave to the parental leave in accordance with Article V. A birth parent shall be eligible to use accumulated sick leave, immediately after the birth of a child and up to a maximum of forty (40) days, during her recovery period. Sick leave shall be allowed only for days that employees would normally be working during their regular work year. The employee's attending physician shall certify to the Superintendent the length of the employee's sick leave period. An employee who desires to return to work at the end of their sick leave period may then return to work.
4. Parental leave which commences on or after April 1 during the school year, an employee will be eligible for an additional year of unpaid parental leave during the following school year. For parental leave which commences prior to April 1, an employee will be granted parental leave for the remainder of the current school year only. Requests for additional leave may be made to the Superintendent on a case by case basis. The Superintendent's decision is not grievable.
5. An employee not eligible for sick leave under Article XIII 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.
6. All benefits to which an employee was entitled at the time his/her leave commenced, minus any sick leave used, will be restored upon return, and the employee will be assigned a position for which he/she is certified.

7. 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.

**ARTICLE 10:**  
**GROUP INSURANCE and ANNUITY PLAN**

**Group Insurance**

- A. The Tantasqua School Committee having adopted sections 9a, 9d, and 18 of Chapter 32B of the Massachusetts General Laws, will provide and make payroll deductions for the following with respect to all ESPs who have not indicated in writing to the Committee that they elect not to be covered. Any such request may be made by a member in writing and shall be filed with the Superintendent.
  1. The District will pay ninety-nine (99%) percent of the cost of a \$15,000 term life insurance plan.
  2. The District will pay sixty (60%) percent of the cost of the following types of insurance coverage:
    - a. Individual or family group health coverage, whichever applies in the particular case. The Committee and the Professional Rights and Responsibilities Committee of the Tantasqua Education Association must mutually agree to any change in health carrier/coverage.
    - b. Individual or family group dental coverage, whichever applies in the particular case. The Committee and the Professional Rights and Responsibilities Committee of the Tantasqua Education Association must mutually agree to any change in dental carrier/coverage.
  3. Employees will be permitted to transfer into the Region's above described insurance plan annually during the open enrollment period, unless such change is necessitated by loss of other coverage due to circumstances beyond the employee's control.
  4. The Committee shall consult with the Insurance Advisory Committee (Chapter 32B section 3) for the purpose of securing the written recommendations of a majority of the membership of said committee regarding any change in health insurance benefits. Any changes in health insurance must be negotiated with the Association and the Committee
  5. **Pre-Tax Insurance Deductions:**  
Unit C members shall be able to make premium payments for health insurance, group life insurance, long-term disability and other forms of insurance (where appropriate) with pre-tax earnings, said transaction to be handled in accordance with the terms and provisions of Massachusetts General Laws, Chapter 697.

6. Annuity Plan:

The School Committee agrees to enter into a written agreement with any of the members of the employee unit to purchase an individual or group annuity contract for such employee or employees, said transaction to be handled in accordance with the terms and provisions of Massachusetts General Laws, Chapter 71, Section 37B and all IRS current and future regulations. Unit members will be allowed to make changes in their annuity plan(s) by November 1st of each fiscal year.

7. Discontinuation of Payroll Deductions:

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

ARTICLE 11:  
RETIREMENT BENEFITS

Retirement-a full-time or part-time employee intending to retire after attaining age fifty-five (55) and having served ten (10) years in the Tantasqua Regional School District, after giving notice of their retirement date, shall receive six hundred dollars (\$600) per year over and above their salary for a period of three years immediately prior to the actual separation date. Gross benefits under this retirement provision shall under no circumstances exceed one thousand eight hundred dollars (\$1,800). In cases of death, the stipend shall be paid forthwith to the employee's spouse, or if there is no spouse, to his/her children, or if there is no spouse or child, to the employee's estate.

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

ARTICLE 12:  
REDUCTION IN FORCE

- A. The language in this article will apply only to employees who are laid off because of the following:
  - 1. their position has been eliminated, or
  - 2. they have been displaced from their position by another Paraprofessional.
- B. Employees with three (3) years or more of service, whose positions have been eliminated, may request and will be given preference to transfer to another position occupied by an employee with lower length of service within their job classification.
- C. Employees with fewer than three (3) years of service shall be retained based upon a combination of the following criteria:
  - 1. performance evaluations

2. administrative observations
3. attendance record
4. length of service

D. Employees shall be credited for seniority purposes with all time spent on any paid leave of absence provided for in this Agreement.

E. Paraprofessionals who have been laid off shall be entitled to recall rights for a period of one year from the date of layoff. During the recall period, Paraprofessionals shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective lay-off, and all legally accrued contractual benefits to which the Paraprofessional was entitled at the time of the lay-off shall be restored in full upon re-employment within the recall period.

F. During the layoff period, employees shall be eligible to continue in the group life and health insurance plans by paying 100 per cent of the premiums, insofar as such participation is permitted by Massachusetts General Law, Chapter 32B.

G. Upon return to the system **from a recall**, employees shall have all previously earned and accrued benefits, including accumulated sick leave and seniority, restored to them.

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

#### ARTICLE 13: DISCIPLINE AND DISCHARGE

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

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

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

**ARTICLE 14:**  
**GRIEVANCE PROCEDURE**

- A. A grievance shall mean a complaint, a violation, misinterpretation, or inequitable application of any of the provisions of this contract. As used in this section, the term "member" shall 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 the receipt of the Level One response, 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 receipt of the Level Two response, 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 an employee'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 employees, 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 15: COMMITTEE RIGHTS

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

## **ARTICLE 16: PAYMENT OF WAGES**

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

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

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

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

## **ARTICLE 17: ANNUAL LONGEVITY STIPEND**

All members of this Unit will receive an Annual Longevity Stipend as noted below after serving 15 consecutive years in the district. Approved leaves of absence do not break consecutive years of service.

### **ARTICLE 17: SALARY SCHEDULE**

<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
3.25%	3.50%	3.75%

#### **Instructional Assistants/Therapeutic Assistants**

<b>Years of Service</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
1-2	24.51	25.37	26.32
3-4	27.56	28.52	29.59
5-7	31.15	32.24	33.45
8-10	34.43	35.64	36.98
11-14	38.79	40.15	41.65
15+	40.29	41.70	43.26

## **Education Assistants/Integration Assistants/ABA/Behavioral/Development Programming Assistants**

Years of Service	2025-26	2026-27	2027-28
1-2	18.83	19.49	20.22
3-4	21.48	22.23	23.06
5-7	23.52	24.34	25.26
8-10	25.74	26.64	27.64
11-14	28.24	29.23	30.32
15+	29.73	30.77	31.92

## Job Coaches

Years of Service	2025-26	2026-27	2027-28
1-2	20.09	20.80	21.58
3-4	22.74	23.53	24.41
5-7	25.97	26.88	27.88
8-10	28.17	29.15	30.25
11-14	31.86	32.98	34.21
15+	33.36	34.53	35.82

**Any Instructional, Integration, Education Assistant or Job Coach** will receive additional compensation when substituting for a teacher for more than twenty (20) minutes at the following rate:

Junior High \$6.00 per period

Senior High \$8.50 per block

**Pathways Assistants** – for Pathways classrooms with more than one assistant assigned:

If a **full day** of coverage for the teacher is required, the full day coverage cost will be calculated and divided by all assigned assistants.

If **partial day** coverage is required the “covering” assistant will rotate throughout the school year, with the most senior assistant being assigned first each year.

## Library Assistants

Years of Service	2025-26	2026-27	2027-28
1-2	17.73	18.35	19.04
3-4	20.37	21.08	21.87
5-7	22.42	23.20	24.07
8-10	24.63	25.49	26.44
11-14	27.13	28.08	29.14
15+	28.62	29.62	30.73

**Permanent Substitutes (per day)**

<b>Years of Service</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
1-5	144.42	149.47	155.08
6-14	152.11	157.43	163.34
15+	159.79	165.38	171.58

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

If a Permanent Substitute is scheduled to work more than 6 hours per day (excluding a 30 minute lunch) the additional time will be paid at the prorated rate.

**In School Suspension**

**Associate's Degree**

<b>Years of Service</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
1-5	32,849.65	33,999.39	35,274.36
6+	36,336.66	37,608.44	39,018.76

**Bachelor's Degree**

**Years of Service**

1-5	37,608.61	38,924.91	40,384.59
6+	41,600.22	43,056.23	44,670.84

**Nurse's Assistant**

**Years of Service**

<b>Years of Service</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
1-2	30.16	31.21	32.39
3-4	31.72	32.83	34.06
5-7	33.25	34.41	35.70
8-10	34.78	36.00	37.35
11-14	36.31	37.58	38.99
15+	37.86	39.19	40.66

**Nurse's Assistant/District Substitute**

**Years of Service**

<b>Years of Service</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
1-2	31.78	32.89	34.13
3-4	33.29	34.46	35.75
5-7	34.77	35.99	37.34
8-10	36.26	37.53	38.94
11-14	37.74	39.06	40.53
15+	39.24	40.61	42.14

**While assigned primarily to one Tantasqua School, the Nurse Assistant/Sub will be required to substitute in another Tantasqua building or one of the Union 61 elementary schools at least once per week, as assigned by the Nurse Lead. When being assigned to a U61 school, the Nurse Assistant/sub will work whatever school day hours that school operates on. If this requires a longer day than originally scheduled, the Nurse Assistant/Sub will be paid their hourly rate for actual hours worked. RN required.**

All members of this Unit will receive an Annual Longevity Stipend of \$400.00 after serving 15 years.

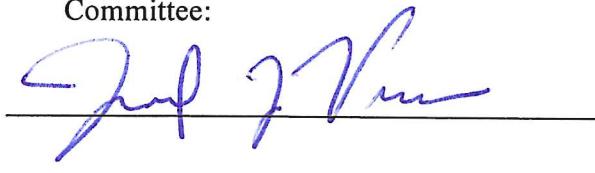
## ARTICLE 18: DURATION

A. This contract will be effective for the period **July 1, 2025 through June 30, 2028**.

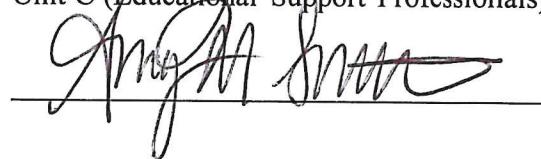
Negotiations for a successor agreement may be opened by either party by giving notice to the other party on or after **January 1, 2028**. If negotiations for a successor agreement are not completed by **June 30, 2028**, the provisions of this agreement will remain in full force and effect until a successor agreement is executed.

Agreed to this 4<sup>th</sup> day of June, 2025.

For the Tantasqua Regional School Committee:



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



## **ARTICLE 18: DURATION**

A. This contract will be effective for the period **July 1, 2025 through June 30, 2028**.

Negotiations for a successor agreement may be opened by either party by giving notice to the other party on or after January 1, **2028**. If negotiations for a successor agreement are not completed by June 30, **2028**, the provisions of this agreement will remain in full force and effect until a successor agreement is executed.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

For the Tantasqua Regional School  
Committee:

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

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**APPENDIX A**

# ***Tantasqua/Union 61 Support Staff***

## **Staff Evaluation**

<b>NAME:</b>	<b>POSITION:</b>
<b>PERIOD COVERED BY REVIEW:</b>	

**Definition of Performance Ratings**

**E – Exemplary:** The employee's performance consistently and significantly exceeds the requirements of the positions. The employee with this rating could serve as a model of practice district-wide.

**P – Proficient** The employee's performance fully and consistently meets the requirements of the position. A Proficient rating is understood to be fully satisfactory.

**NI – Needs Improvement:** The employee's performance is below the requirements of the position, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

**U – Unsatisfactory:** The employee's performance not significantly improved following a rating of needs improvement, or the employee's performance is consistently below the requirements of the position and is considered inadequate, or both.

**N/A – Not Applicable:** Not applicable or too soon to rate.

RATING:	GENERAL FACTORS:
	<b>Quality</b> – the extent to which the employee's work is accurate, neat, and/or thorough. <b>Comments:</b>
	<b>Productivity</b> – the extent to which an employee completes the job that is assigned them in a given period. <b>Comments:</b>
	<b>Job Knowledge</b> – the extent to which an employee possesses the practical/technical knowledge required on the job. <b>Comments:</b>
	<b>Reliability</b> – the extent to which an employee can be relied upon regarding task completion and follow-up. <b>Comments:</b>
	<b>Independence</b> – the extent to which an employee performs work with little or no supervision. <b>Comments:</b>
	<b>Creativity</b> – the extent to which an employee proposes ideas and finds new and better ways of doing things. <b>Comments:</b>

	<b>Availability</b> – the extent to which an employee is punctual, observes prescribed work break/meal periods, and has an acceptable overall attendance record. <b>Comments:</b>
	<b>Initiative</b> – the extent to which an employee seeks out new assignments and assumes additional duties when necessary. <b>Comments:</b>
	<b>Adherence to Policy</b> – the extent to which an employee follows safety rules, conducts him/herself appropriately, and adheres to school policies. <b>Comments:</b>
	<b>Interpersonal Relationships</b> – the extent to which an employee is willing and demonstrates the ability to cooperate, work, and communicate respectfully with co-workers, supervisors, subordinates, and/or outside contacts. <b>Comments:</b>
	<b>Judgment</b> – the extent to which an employee demonstrates proper judgment and decision-making skills when necessary. <b>Comments:</b>

**OVERALL COMMENTS:**

**STRENGTHS:**

**AREAS FOR IMPROVEMENT:**

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Evaluator Signature and Date

Evaluatee Signature and Date  
(Indicating receipt only)

**EMPLOYEE COMMENT(S)**