

AGREEMENT BY AND BETWEEN THE MOUNT
GREYLOCK REGIONAL SCHOOL COMMITTEE AND SCHOOL UNION # 71
As Amended 3 October 2011

The Mount Greylock Regional School Committee (hereinafter referred to as the "Committee") and the School Union #71 (hereinafter referred to as the "Union") hereby agree to the following terms, conditions, and understandings:

1. The "Committee" and the "Union" wish to reduce their administrative costs by sharing costs for administrative personnel that provide services for both the "Committee" and the "Union".
2. The "Committee" and the "Union" agree to create an "Administrative Review Subcommittee".
3. *The "Administrative Review Subcommittee" shall be composed of four (4) members. Two (2) members shall be from the MGRSD Committee, the School Committee Chair and a second member of the school committee from the town where the chair does not reside. Two (2) members shall be from the "Union", one (1) the Williamstown Elementary School Committee Chair and one (1) the Lanesborough Elementary School Committee Chair.*
4. *In order to have a quorum there must be four (4) members present. Any action taken at a meeting must consist of a majority vote of a quorum at that meeting.*
5. The Chair of the "Administrative Review Subcommittee" shall be elected at the first meeting of the subcommittee from among the members of this subcommittee by a majority vote. The Chair shall be elected from among selected members from the "Union" in odd numbered years, and from the "Committee" in even numbered years; the year is defined by the end date of the fiscal year.
6. The "Administrative Review Subcommittee" is responsible for making advisory recommendations to the "Committee" and the "Union". The subcommittee shall be responsible for the initial development of the Superintendent contract, job descriptions, and evaluation procedure, then to be brought to the "Committee" and the "Union" for approval. The subcommittee is also responsible for the initial review of other shared *contracted services*, administrative contracts, job descriptions, and evaluation procedures, as developed by the Superintendent of Schools; then to be brought to the "Committee" and the "Union" for approval.
7. The "Administrative Review Subcommittee" shall make advisory recommendations to the "Committee" and the "Union" regarding sharing the costs of the positions of Superintendent, Business Director, Special Education Director, Administrative Assistant to the Superintendent, Special Education Coordinator, Curriculum Coordinator, and other shared *positions or contracted services*.
8. The "Committee" and the "Union" shall vote separately on each subcommittee recommendation. In order for the recommendation to be approved, the "Committee" and the "Union" must each vote affirmatively on the recommendation.
9. The "Committee" and the "Union" have authority, if approved by both entities, to hire and terminate personnel in the positions of Superintendent, Business Director, and Special Education Director. The contracts for these positions must be voted on by the "Committee" and the "Union". The Superintendent will submit to the "Committee" and the "Union" his/her recommendation for hiring and termination of personnel in each of these positions except for Superintendent of Schools.
10. The "Superintendent", who was selected by both the "Committee" and the "Union", shall have hiring authority over the positions of Administrative Assistant to the Superintendent, Special Education Coordinator, and Curriculum Coordinator. The "Committee" and the "Union" only have authority to determine whether it is a shared position for the purpose of funding the position.

11. The Cost Sharing of the positions mentioned under this Agreement where both the "Committee" and the "Union" have voted the position to be a shared position shall be as follows for the approved positions:

46% Mount Greylock Regional School District
33% Williamstown Elementary School
21% Lanesborough Elementary School

The formula for cost sharing is based on the average of two ratios:

- 1) the student enrollments in the three schools, and
- 2) the number of employee FTEs in the three schools.

These ratios will be calculated based on figures as of October 1 in each year, and averaged over a five-year period. This provision does not have retroactive application and is phased in as follows:

FY 2011: based on figures from October 1 of 2009

FY 2012: based on the average of figures from October 1 of 2009 and 2010

FY 2013: based on the average of figures from October 1 of 2009, 2010, and 2011

FY 2014: based on the average of figures from October 1 of 2009 through 2012

FY 2015: based on the average of figures from October 1 of 2009 through 2013

Thereafter the formula for cost sharing will be based on the average of October 1 figures from the most recent five fiscal years available at the time of budget preparation.


12. The "Committee" and "Union" agree that the "Committee" and "Union" under this shared cost agreement will be responsible for continuing their respective contribution for an employee who retired under this Agreement at the cost sharing rate existing as of Oct. 1 of the year preceding retirement for as long as that person is receiving retiree health insurance. The percentage contribution by the "Committee" and the "Union" toward retiree health insurance shall be the highest percentage contribution offered to an employee group within either the "Committee" or the "Union" for the type of health insurance plan offered by the "Committee" or "Union" and chosen by the retiree. This requirement shall continue even after the termination of this Agreement for as long as the employee remains in a retirement status.
13. This Agreement may be terminated at any time by a majority vote of either the "Committee" or the "Union". If there are contracts with employees in place under the terms of this Agreement, all the terms of the contracts will be honored until the expiration date of the individual employee contract, and the "Committee" and the "Union" will be responsible for continuing to provide their respective contributions to the contract until the expiration date of the employee contract.

14. The original 2010 agreement is superseded by this amended version dated 3 October 2011.

For the Mount Greylock
Regional School District

For the School
Union #71


Chair


Chair

Dated: 3/1/2012

Dated: 11 JUNE 2012