

ADMINISTRATIVE ASSISTANTS
CONTRACT

between the

**NAUSET REGIONAL SCHOOL
DISTRICT**

AND SCHOOL UNION #54

and the

NAUSET EDUCATION ASSOCIATION

JULY 1, 2021 - JUNE 30, 2024

TABLE OF CONTENTS

Article	Topic	Page
	Definitions.....	i - ii
	Agreement.....	1
	Preamble.....	1
I	Management Rights	1
II	Recognition.....	1
III	Dues Deductions.....	2
IV	Negotiation Procedure.....	2
V	Producing of Agreement.....	3
VI	Non-Discrimination.....	3
VII	Legislation.....	3
VIII	Working Conditions.....	3
IX	Emergency School Closings.....	4
X	Holidays.....	4
XI	Vacations.....	5
XII	Leaves of Absence: Sick Leave, Parental Leave, FMLA Leave, Personal Leave, Bereavement Leave and Other Leaves.....	6
	A. Sick Leave	6
	1. Number of Sick Days	6
	2. Use of Sick Leave	6
	a. Self/Own Illness	6
	b. Family Sick Leave	7
	c. Parental Leave (Maternity/Paternity/Adoption)	7
	d. Family and Medical Leave Act (“FMLA”)	8
	e. Sick Time for Bereavement	8
	3. Approval of Sick Leave and Notice Requirements	8
	4. Sick Leave Bank	9
	5. Sick Leave Buy Back	9
	6. Transferability of Sick Leave	9
	B. Personal Leave	9
	C. Small Necessities Leave	10
	D. Bereavement Leave	10
	E. Military Leave	10
	F. Work Related or Educational Leave	11
	G. Miscellaneous Leave	11
	H. Other Extended Leaves	11
XIII	Insurance & Annuity Plan.....	11
XIV	Workers’ Compensation Insurance.....	12
XV	Personal Injury Benefits.....	12
XVI	Jury Duty.....	13
XVII	Evaluation of Performance.....	13
XVIII	Grievance Procedure.....	14
XIX	No Strike.....	16
XX	Use of School Buildings.....	16
XXI	Vacancies & Promotions.....	16

XXII	Resignation.....	16
XXIII	Protection.....	16
XXIV	Reduction in Force.....	16
XXV	Just Cause.....	19
XXVI	Retirement.....	19
XXVII	Staff Development.....	19
XXVIII	Stipends & Additional Paid Work.....	20
XXIX	Memorandum of Understanding.....	20
XXX	Longevity.....	20
XXXI	Performing Another's Duties.....	20
XXXII	Compensation.....	21
XXXIII	CORI.....	21
XXXIV	Duration.....	21
Appendix A	Levels.....	23
Appendix B	Side Agreements.....	24
Appendix C	Salary Schedule.....	25-26
Appendix D	Athletic & Non-Athletic Stipends.....	27-33
Appendix E	Evaluation Form	34-35
Appendix F	Summary of Parental and Family Leave for School Employees...	36

DEFINITIONS

- A. **Continuous Employment:** Uninterrupted employment and service for the Region and/or Towns, except for vacation, sick leave, personal days, holidays, and other leaves of absence granted in accordance with the provisions of the General Laws and this Agreement. No seniority credit for period of unpaid leave.
- B. **Supervisor:** An employee who has been assigned administrative and/or supervisory responsibilities and duties.
- C. **Full-time Employee:** An employee who works five (5) consecutive days of six (6) or more regularly scheduled hours per day, followed by two (2) consecutive days off, for a period of either ten (10) or twelve (12) months as defined herein.
- D. **Part-time Employee:** Anyone hired who is not a full-time employee.
- E. **Fiscal Year:** Twelve month period commencing July 1, and ending midnight the following June 30.
- F. **Twelve-Month Employee:** One who is under contract for a fiscal year, July 1 through June 30 for a total of 261 days in fiscal years 2022 and 2023 and 260 days in FY24, which is a leap year. Twelve month administrative assistants will be paid bi-weekly in 26 equal installments.

FY 22, 23, 24 - WORK YEAR for Administrative Assistants

<u>Type of Paid Day</u>	FY22 and FY23	FY24 - Leap Year
Student Days	181	181
Other Paid Days in addition to Student Days - includes vacation days and summer days	66	65
Professional Development	<i>two half-days of training to be provided during normal working hours</i>	
Paid Holidays	14	14
Paid Vacation Days	<i>varies by length of service - included in "other paid days"</i>	
TOTAL PAID DAYS	261	260

G. **Ten-Month Employee:** For the purpose of this Agreement, a ten (10) month employee is defined as one who works no more than 206 days consecutively (excluding school vacations), unless by mutual agreement, with the understanding that up to 220 days may be scheduled by mutual agreement, with the additional time beyond 206 days paid at the employee’s hourly rate. Also for the purpose of this agreement, a ten (10) month secretary pay year is defined as one who works and/or is paid, a “standard” 206 day year defined as:

Type of Paid Day	FY22, FY23 & FY24
Student Days	181
10 days before or after school per mutual agreement with the principal	10
Paid Vacation Days	2
Professional Development	two half-days of training to be provided during normal working hours
Paid Holidays	13
TOTAL PAID DAYS	206

- H. Ten-month administrative assistants will have the option of being paid during the school year, or over the course of the full calendar year, which is generally in either twenty-one (21) or twenty-six (26) payments, but may fall in either twenty-two (22) or twenty-seven (27) payments depending on how the payroll calendar aligns within the school year calendar
- I. **Probationary Employee:** An employee, whether full-time or part-time, who has been employed ninety (90) calendar days or less from day of hire.
- J. **Creditable Service:** Commencing with the beginning of this contract, one year’s creditable service is defined as one full school year of between ten (10) and twelve (12) months in length.

AGREEMENT

This Agreement is entered into this first day of July 2021 between the School Committees of Union No. 54, and the Nauset Regional School District hereinafter referred to as the "Committee," and the Nauset Education Association, hereinafter referred to as the "Association, affiliated with the National Education Association and the Massachusetts Teachers Association. The parties to this Agreement acknowledge that the Committee has complete authority over the policies and administration of the school, which it exercises under law.

PREAMBLE

- A. It is the intention of the parties in this contract to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the proper interest of the administrative assistants in their rights of compensation and the conditions under which they perform their duties, with the best interest of the total education of the youth of these communities being the primary concern. The parties acknowledge that the Committee has complete authority over policies and administration of the schools which it exercises under law and that this vehicle of collective bargaining will provide the administrative assistant with a better opportunity to bring their knowledge and experience together with that of the Committee to bear on matters of professional concern with a goal of assisting in solving the growing problems inherent in the advancement of education.
- B. In the event that a court of competent jurisdiction shall decide that any part or provision of this Agreement is in conflict with any applicable law of the Commonwealth or of the United States, such law shall prevail. All other provisions of this Agreement shall remain in force and effect.

ARTICLE I MANAGEMENT RIGHTS

Under the laws of Massachusetts, the School Committees elected by the citizens of Nauset Region and School Union No. 54 have final responsibility for establishing the education policies of the public schools of the Region and School Union No. 54, for management of said schools and for directing their operation - a responsibility which includes the duty to maintain public elementary and secondary schools and such other education activities as they find will best serve the interests of the Nauset Region and School Union No. 54, and to exercise such other authority, rights, and powers conferred upon the Committees by the laws of Massachusetts and the Rules and Regulations of any pertinent agency of the Commonwealth.

ARTICLE II RECOGNITION

- A. The Committee recognizes the Association for the purpose of collective bargaining as the exclusive representative of a unit consisting of all twelve (12) month and ten (10) month administrative assistant personnel of the Nauset Region and School Union #54 school systems, with the following exceptions:
 - 1. Administrative Assistant to the Superintendent
 - 2. Administrative Secretary to the Assistant Superintendent

3. HR Coordinator
4. Assistant Director of Finance & Operations
5. Administrative Assistant to the Director of Finance & Operations
6. Administrative Assistant to the Director of Student Services
7. Payroll & Benefits Coordinator
8. Accounts Payable/HR Assistant
9. Business Office Clerk
10. Staff Accountant
11. All other employees of Nauset Region and Union #54 school systems

ARTICLE III

DUES DEDUCTIONS

- A. The Committee agrees to deduct from the salaries of its employees dues for the Nauset Education Association, Massachusetts Teachers Association, and the National Education Association, or any one of such associations as said employees individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to said Association or Associations. Administrative assistant authorizations will be in writing in the form set forth as the Nauset Education Association "Dues Authorization Card".
- B. Each administrative assistant who desires to authorize such dues deductions shall file with the treasurer of their respective towns or representative of the Regional School District through the School Department, a signed and dated "Nauset Education Association Payroll Deduction Authorization Form" authorizing the treasurer of the respective towns or representative of the Regional School district to deduct from his/her monthly earnings and to remit to the treasurer of the Nauset Education Association an amount of money equal to the dues required for membership in the organization or organizations so specified, a waiver of all right and claim against the Committee and the respective towns or Regional School District and the officers and agents thereof, for monies deducted and remitted in accordance with said authorization, and an agreement that said deductions and remittances shall continue from year to year as so authorized unless such administrative assistant notifies the treasurer of the respective towns or representative of the Regional School District through the School Department in writing of his/her desire to discontinue or to change such authorization, said notice to be given at least sixty (60) days in advance of the effective date of such discontinuance or change.
- C. Dues deductions shall start with the first paycheck in October and continue until the last paycheck in June. The deductions will be in equal amounts or as nearly equal as possible.
- D. Dues deductions for Union 54 schools shall be at the discretion of the town treasurers.

ARTICLE IV

NEGOTIATION PROCEDURE

- A. Not later than **October 15** of the calendar year preceding the expiration of this Agreement, the Committee and the Association agree to enter into negotiations for a successor Agreement.
- B. Any Agreement reached between the Committee and the Association will be reduced to writing and will be signed by the Committee and by the Association.

- C. The Association acknowledges that the Committee has complete authority over policies and administration of the schools which it exercises under law.
- D. If the negotiations described in Section A. reach an impasse, the procedure described in Chapter 150E, Section 9, of the General Laws of Massachusetts will be followed.

ARTICLE V
PRODUCING OF AGREEMENT

The Committee agrees to pay fifty (50%) percent of the cost of producing copies of the Agreement and to distribute copies of the Agreement to each member of the bargaining unit presently employed by the Committee and to each new employee hired during the duration of the Agreement.

ARTICLE VI
NON-DISCRIMINATION

State and federal laws prohibit discrimination in education. In the Nauset Public Schools, we do not discriminate on the basis of race, color, sex, sexual orientation, gender identity, marital status, religion, disability, age, genetic information, homelessness, active military/veteran status, ancestry, or national or ethnic origin with regard to admission and in the administration of its educational policies, employment policies, and other administered programs and activities.

ARTICLE VII
LEGISLATION

Should any of the terms and/or conditions contained in these regulations be superseded or nullified or otherwise affected by any legislation or should any provision or these regulations be found to be in violation of any federal or state law or any town by-law by a court of competent jurisdiction, such other provisions of these regulations as may not be affected thereby, shall remain in full force and effect.

ARTICLE VIII
WORKING CONDITIONS

- A. The following working conditions shall prevail for full-time employees:

<u>Item</u>	<u>Employees</u>
Hours per day	6 or more
Hours per week	30 or more
Lunch period	As directed by supervisor

- B. The daily hours of each employee, the particular days of work each week (exclusive of Saturdays and Sundays), and the hours of lunch periods shall be designated for each employee by his/her supervisor.

- C. Overtime

1. Approval to work overtime must be received beforehand from the Principal or, in the case of the Central Office, from the Superintendent of Schools or designee, except when a sudden emergency arises, in which case a supervisor other than the Principal or the Superintendent of Schools may approve of overtime, provided such approval is followed by a written report to the Principal or the Superintendent of Schools, whichever is applicable, regarding the emergency. Overtime pay does not apply to salaried personnel.
 2. Overtime pay shall be at a rate of time and one-half the employee's normal rate for any hours worked in excess of forty (40) hours per week and for any hours worked in excess of eight (8) hours per work day.
 3. The supervisor retains the right to require overtime service provided 24 hours notice is given and the employee is compensated at twice his/her hourly rate.
- D. Part-time employees shall have their days of employment, hours, work, lunch periods and location of work designated by their supervisor(s).
- E. There shall be no paid minimum number of hours which an employee must be paid for if assigned to a regular assignment of work. However, if an employee is called back to duty because of any emergency, that employee shall be guaranteed at least two (2) hours of pay according to the provisions of this section.
- F. Supervisors shall schedule the flow of work in such a manner as to allow all employees twenty-five (25) minutes for lunch, duty free when the cafeteria is open and serving with said lunch being paid and part of the working hours. During an employee's lunch period, said employee is free to leave the work site, provided he/she returns in sufficient time to resume work duties at the conclusion of the twenty-five (25) minutes and provided the employee has notified the supervisor and received the approval of the supervisor to leave the work site, which approval shall not be unreasonably withheld.
- G. Supervisors shall schedule the flow of work in such a manner as to allow all full-time employees one fifteen (15) minute break per day, which shall be part of the normal work day.
- H. Wages shall be directly proportional to the number of regularly scheduled hours an employee is required to work in a given week.

ARTICLE IX

EMERGENCY SCHOOL CLOSINGS

When, due to an emergency, as determined by the Superintendent of Schools or designee, it becomes necessary to cancel school or close school earlier than normal, employees covered by this Agreement who are ordered not to report to work shall be paid in full for said day(s), up to a maximum of three (3) such days for a normal work year.

ARTICLE X

HOLIDAYS

- A. Holiday pay and computation of same for all employees shall be in accordance with the practice in existence at time of execution of this Agreement. If an employee is required to work on a recognized holiday, he/she will be paid at the rate of time and one-half the

employee's normal rate for each hour worked, in addition to the holiday pay.

- B. For those full-time employees eligible for paid vacations, a holiday shall not count as part of said vacation
- C. The following shall be recognized as holidays by the School Committee,

- | | | |
|--------------------------|---------------------------|---------------------------|
| 1-New Year's Day | 8-Labor Day | 9-Columbus Day |
| 2-Martin Luther King Day | 9-Columbus Day | 10-Veterans Day |
| 3-Presidents Day | 10-Veterans Day | 11-Thanksgiving Day |
| 4-Patriots' Day | 11-Thanksgiving Day | 12-Day after Thanksgiving |
| 5-Memorial Day | 12-Day after Thanksgiving | 13-Day before Christmas* |
| 6-Juneteenth | 13-Day before Christmas* | 14-Christmas Day |
| 7-Independence Day | 14-Christmas Day | |

and any other day that may be declared a holiday by either the Commonwealth of Massachusetts or the School Committee jurisdiction.

* Special circumstances will be addressed with the school-year calendar

- D. If a holiday falls on a Saturday, it normally will be celebrated on the Friday preceding. If a holiday falls on a Sunday, it normally will be celebrated on the Monday following, except in such cases where the Commonwealth of Massachusetts or the U.S. Government prescribed different days for celebrating such holidays, or where local custom dictates a different day. The final decision on when holidays are celebrated shall be governed by the School Committee of jurisdiction.
- E. In order to qualify for holiday credit, an eligible employee shall have worked on the last regularly scheduled work day prior to the next regularly scheduled work day following such holiday, unless absence is authorized.

ARTICLE XI **VACATIONS**

- A. All twelve (12) month, full-time employees presently employed when this Agreement goes into effect shall receive vacation days as follows:
 - 1. Ten (10) days per year for employees who have completed more than one but fewer than five years' creditable service;
 - 2. Fifteen (15) days per year for employees who have completed five years' creditable service;
 - 3. Twenty (20) days per year for employees who have completed ten years' creditable service; and,
 - 4. Twenty-five (25) days per year for employees who have completed fifteen years' creditable service.
- B. Employees who begin service between July 1 and December 31 will be credited with ten (10)

days vacation on their first July 1 of employment. Five (5) days of vacation may be taken after ninety (90) days service.

- C. Employees who begin service between January 1 and June 30 will receive ten (10) days' vacation on their first anniversary date, and an additional pro-rata on the following July 1. Five (5) days of this entitlement may be taken after six (6) months' service.
- D. Vacations cannot be postponed and/or accumulated for a later fiscal year without the permission of the Superintendent or designee. Vacations shall not be postponed for more than one fiscal year. The administration will approve all reasonable applications to carry unused vacation time over to the next year.
- E. Each employee's supervisor shall designate and schedule the time of vacation.
- F. Upon termination, any employee who has vacation credit due shall be compensated for said vacation time at his/her regular rate of pay. Employees leaving during a given work year shall have said vacation time prorated according to the percentage of final year worked, based on date of hiring.
- G. All 10-month administrative assistants shall receive two (2) paid vacation days per year. The two (2) vacation days shall be a monetary benefit, adding additional days to the contract year.

ARTICLE XII

Leaves of Absence: Sick Leave, Parental Leave, FMLA Leave, Personal Leave, Bereavement Leave and Other Leaves

A. Sick Leave

- 1. Number of Sick Days: Employees will be entitled to fifteen (15) days sick leave each school year. Unused sick leave may be accumulated from year to year up to two hundred (200) days. Part-time employees shall be entitled to benefits set forth in this Article on a pro-rata basis as determined by the Superintendent of Schools.
- 2. Use of Sick Leave: Sick leave shall be granted at the discretion of the Principal or Superintendent to employees only under the following conditions:
 - a) Self/Own Illness:
 - (1) When an employee is incapacitated for the performance of his or her duties by sickness, injury or disability;
 - (2) Through exposure to contagious disease, or when the presence of the employee at his/her post of duty would jeopardize the health of others;
 - (3) When the employee has an appointment with a specialist or is having a scheduled medical procedure and the appointment could not be scheduled during a non-work day or during non-work hours.
 - (4) Sick leave will not continue beyond five (5) work days without written verification of the illness, injury or disability by the employee's attending physician. Note that sick leave for an employee's own illness that extends beyond five (5) working days may fall under the provisions of the Family and Medical Leave Act "FMLA". Additional sick leave (paid or

unpaid) may be granted, of up to twelve weeks in a rolling twelve month period, for an employee's own illness. An employee's accrued sick time may be applied to such leave. See Appendix F for more details on FMLA leave.

- b) Family Sick Leave: An employee may use up to ten (10) days of his/her own sick days per year in order to care for an ill member of the immediate household, including step-families, and the following family members: spouse, domestic partner, parents, children, sister, brother, grandparents, mother-in-law and father-in-law. The Superintendent, in his/her sole discretion, may allow for the use of additional sick time by the employee. In cases where FMLA is applied, written verification of the illness, injury, or disability by the family member's attending physician is necessary. Note that sick leave for a family member that extends beyond five (5) working days may fall under the provisions of the FMLA. Additional **unpaid** FMLA leave may be granted by the Superintendent, of up to twelve weeks in a rolling twelve month period, for illness of family member. See Appendix F for more details on FMLA leave.)
- c) Parental Leave (Maternity/Paternity/Adoption Leave): Employees may use accrued sick leave during approved leave of absence for purpose of birth or adoption of child; said leave to be subject to parameters of Massachusetts Parental Leave Law ("MPLL") and the FMLA. If an employee who is eligible for Parental Leave and/or FMLA leave does not have accrued sick time, he or she may take the time off without pay. The MPLL and the FMLA describe the amount of time (i.e., not the amount of pay) an employee is entitled to take off from work for the birth or adoption of a child. See Appendix F for details on Parental Leave. A brief summary is provided below:
 - (1) MPLL: Provides full-time employees, male or female, who have completed three months of service, up to eight (8) consecutive weeks of leave immediately following the birth or adoption of a child. Nauset Public Schools allows an employee to use his or her accrued sick time to receive pay during MPLL leave (for time the employee would ordinarily be at work.) MPLL leave time is counted in continuous weeks, and school break periods are included in counting the number of weeks. In the event two employees of the School District are the parents of the same child, those two employees are only entitled to one aggregate period of eight weeks of unpaid Parental Leave between them (rather than 16 weeks between them).
 - (2) FMLA Leave for Birth or Adoption of Child: Concurrent with the MPLL, the FMLA provides full-time employees, male or female, who have completed a year of service, up to twelve work weeks of leave in a twelve month period (Nauset Public Schools use a rolling twelve month period to calculate FMLA leave time) for birth or adoption of a child. An employee may use his or her accrued sick leave during an FMLA absence for purpose of birth or adoption of a child. Under FMLA, school vacation weeks do not count against an employee's 12-week FMLA leave entitlement.
 - (3) MPLL and FMLA run concurrently (i.e., they overlap, and are not added together.)
 - (4) An employee may also request additional unpaid leave for child rearing purposes. See item H.2.)
- d) FMLA Leave: In addition to the reason of the birth or adoption of a child, a full time employee who has completed a year of service is entitled to take up to 12 weeks of leave in a rolling 12 month period for the following additional reasons, and may apply accrued sick time to said leave (See Appendix F for more details on FMLA leave.):
 - (1) Employee's own serious health condition

- (2) Serious Health Condition of Immediate Family Member
 - (3) Qualifying exigency arising out of the fact that a spouse; son/daughter, parent is on covered active duty or call to covered active duty status with the Armed Forces.
 - (4) Employee is the spouse, son/daughter, parent or next of kin of a covered service member (a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list)with a serious injury or illness.
 - e) Sick Time for Bereavement: In special circumstance, the Superintendent may grant additional bereavement days beyond the standard (see Article XII, Section D for further details on bereavement leave); said bereavement days to be deducted from an employee's accumulated sick leave.
3. Approval of Sick Leave and Notice Requirements: The granting of sick leave is solely at the discretion of the Principal or Superintendent but, if granted, the provisions of Article XII, section A above must be followed. Notifications of absences under Section A shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Principal or Superintendent, be applied to absence without pay at the current hourly rate. If concrete evidence exists, which shows abuse of sick leave for any period of absence on account of sickness, the Principal or Superintendent may require, for purpose of additional evidence only, a physician's certificate for the necessity of such absence. If such certificate is not filed within five school days after a request is made, such absence may be applied by the Principal or Superintendent to absence without pay. It is agreed that the rate of pay is the current hourly rate.

4. Sick Leave Bank

- a. A Sick Leave Bank will be established for all parties governed by the Master Agreements of the Teachers, Administrative Assistants, and Educational Assistants of the Nauset Schools. The Sick Leave Bank will be instituted to assist those staff whose sick leave accumulation is exhausted through prolonged illness, and who require additional leave.
- b. All permanent employees, as stipulated above, will give one (1) sick day to initially fund the bank from their annual sick leave entitlement from the year the bank begins operation.
- c. All new permanent employees will give one (1) sick day to join the bank upon initial employment in Nauset.
- d. Participation in the bank will be mandatory. The accrued balance in the Sick Leave Bank shall continue from year to year.
- e. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three members shall be designated by the school committees to serve at their discretion, one of the designees to be the Superintendent of Schools and three members shall be designated by the Association. If a tie in voting occurs relative to the granting of Sick Leave Bank days, a tie vote will constitute a denial of the request. Decisions of the Sick Leave Bank Committee shall be final and shall not be subject to appeal or to the grievance or arbitration procedure. Applications must be made to the Superintendent of Schools who must bring the matter to the Sick Leave Bank Committee

within ten (10) working days.

- f. Any request denied by the Sick Leave Bank Committee may be reconsidered upon presentation of new information substantiating the need.
 - g. The Sick Leave Bank Committee shall determine the eligibility for use of the bank, and the amount of leave to be granted. The following criteria shall be used by the Committee in administering the bank, and in determining eligibility and the amount of leave.
 - (1) Prior utilization of all eligible leave including sick, personal days, and vacation leave.
 - (2) Documented medical evidence of serious, extended illness.
 - (3) Propriety of use of previous sick leave.
 - h. The Sick Leave Bank Committee will have access to Nauset attendance and sick leave records of staff who request days from the sick leave bank.
 - i. The initial grant of sick leave by the Sick Leave Bank Committee shall not exceed thirty (30) days. Requests for additional days may be requested in increments up to thirty (30) days upon demonstration of continued need by the applicant.
 - j. The Sick Leave Bank Committee shall replenish the bank by the contribution of one additional day of sick leave per permanent employee whenever the balance in the bank falls below one hundred (100) days. This additional day will be deducted from each employee's annual allotment of sick leave.
5. Sick Leave Buy Back: Upon retirement, reduction in force, voluntary resignation, or death, an employee with a minimum of ten (10) years of service in the Nauset Public Schools shall receive payment at a rate of twenty-five dollars (\$25) per day for all unused sick days in excess of one hundred (100) days. If the termination of employment is caused by death, such payment shall be made to the employee's beneficiary within ninety (90) days after the establishment of an estate. An employee will not be eligible for any payment of unused sick days if dismissed with just cause.
6. Transferability of Sick Leave: An administrative assistant will keep her accumulated sick leave if s/he moves to any other position in the Unit.

B. Personal Leave

- 1. Two (2) personal days absent, with pay, per year shall be granted employees, for the purpose of tending to some personal business which cannot be tended to outside of normal working hours. Personal days shall be applied for, in advance, to the employee's supervisor. Personal days shall not be used to extend vacations and will not be allowed on the day immediately before or immediately after a day off, holiday or vacation, except in an emergency.
- 2. At the end of a given school year, an employee who has 100 accumulated sick days will be entitled to credit any unused personal day(s) for that year in a special "accumulated personal day account" separate from the accumulated sick leave account. An administrative assistant will

keep her/his accumulated personal leave if she/he moves to another position in the Unit. These accumulated personal days will be available for severance pay at the same rate and under the same conditions as accumulated sick leave in accordance with Article XII, Section A.5.

3. The Nauset School Committees and the Nauset Education Association (NEA) recognize the intent of the contract language on personal days is that personal days are available for matters which cannot be accomplished outside of school hours. The parties acknowledge the administration's responsibility to investigate the possible misuse of personal days. The Committees agree that the administration will notify the NEA of its intent prior to any intervention with staff regarding the use of Personal Days.

C. Small Necessities Leave: A full-time employee who has completed a year of service is eligible to take up to 24 hours of time off in a twelve month period under the Massachusetts Small Necessities Leave Act for purposes of (see Appendix F for full details):

1. To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
2. To accompany son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations;
3. To accompany an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care

An employee may utilize accrued personal time for Small Necessities Leave. If no personal time is available, the leave will be unpaid.

D. Bereavement Leave: Bereavement leave of up to four (4) days shall be granted to employees, in the event of a death of a spouse, domestic partner, parent (including a step-parent), child (including a step-child), sister, brother, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and grandchild, but not for uncle, aunt, niece or nephew unless said relative is a member of the immediate household. Up to five (5) days may be granted in cases where the employee is designated as fiduciary or the funeral is over four hundred (400) miles from the employee's place of employment. Additional days may be granted by the Superintendent of Schools; said bereavement days to be deducted from accumulated sick leave.

E. Military Leave: Eligible employees will be granted Military Leave in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable federal or state laws. Permanent employees called into temporary active duty in any unit of the United States Reserves or the State National Guard, shall receive pay as follows:

1. For the first seventeen (17) days per school year, a rate equal to their regular pay minus the pay which they receive from the State and/or Federal government.
2. For the eighteenth (18) through the thirtieth (30) day per school year, a rate equal to their regular pay minus the pay which they receive from the State and/or Federal government and minus the cost of a substitute. This subsection only applies in situations where the employee has no control over the required extension of services.
3. No pay beyond the thirtieth (30) day.

- F. Work Related or Educational Leave: The elected administrative assistant representative may attend the annual Massachusetts Teachers Association annual business meeting or the annual Massachusetts Teachers Association Education Support Professionals Conference. Such absence will be a paid day and will be classified as professional leave. Said delegate must represent the Nauset Education Association or the Massachusetts Teachers Association. The Nauset Education Association agrees to reimburse the District for the full cost of the employee's absence (substitute cost), if any.
- G. Miscellaneous Leave: Miscellaneous leave, with and without pay, may be applied for in advance, to the Superintendent of Schools, who shall act upon all requests for leave without pay. It should be understood that an employee's primary responsibility is to honor his/her contract of employment and, hence, request for miscellaneous leaves should be made only when extenuating circumstances of an emergency nature exist. Miscellaneous leave without pay shall not be credited toward seniority.
- H. Other Extended Leaves: Leaves of absence, without pay, may be granted by the Superintendent, to administrative assistants who have been with the district a minimum of three (3) years for the following reasons:
 - 1. Intensive care responsibilities of a member of immediate family, including step-parents, step-children, and domestic partners
 - 2. Child-rearing for up to one year (beyond the FMLA period)

Whenever possible, written requests for unpaid leave should be submitted to the Superintendent no later than **December 1** of the school year preceding the requested leave and during the leave of absence, the employee shall notify the Superintendent of Schools, in writing by **December 1**, as to whether or not the employee intends to return to work at the start of the following year.

ARTICLE XIII

INSURANCE AND ANNUITY PLAN

- A. The Committee will pay a percentage of the cost of the following types of insurance coverage within the State insurance laws. These laws do not permit membership in employees group insurance of individuals who work less than twenty (20) hours per week:
 - 1. Elementary School Employees
 - a. A term life insurance plan as approved by the town and made available to employees of the town where employed. School Committee will pay a percentage of the cost as approved by the town.
 - b. Health Insurance: Employees may elect an individual or family health insurance plan as approved by the town and made available to employees of the town where employed. School Committee will pay at least 50% of the cost as approved by the town.
 - c. Other insurance plans as approved by the town and made available to employees of the town where employed. School Committee will pay a percentage of the cost as approved by the town.

2. Region Employees

- a. A term life insurance plan of ten thousand dollars (\$10,000). Regional School district will pay 50% of the cost.
 - b. Health Insurance: Employees may elect individual or family health insurance coverage provided through Blue Cross-Blue Shield and Harvard Pilgrim, with HMO, PPO and High Deductible Health Plans options. Nauset Regional School District will pay 70% of the cost. A Limited Cafeteria Plan (Health Insurance Premium Conversion) will be available to all employees.
 - (1) The Flexible Spending Account (FSA) program as provided by IRS section 125 that is currently in effect for medical expenses shall be expanded to include dependent care. The FSA allows employees to withhold a portion of their salary through payroll deduction to cover the cost of qualifying medical and dependent care expenses. The FSA program will provide for the maximum allowed by law with annual administrative fees paid by the Committee. Participants in the FSA will be responsible for any monthly costs associated with their selected accounts.
 - (2) Health Savings Account (HSA) program as provided by IRS section 125 that is available in conjunction with the High Deductible Health Plan being offered effective 7/1/2017.
 - c. Other insurance plans as approved by the Nauset Regional School Committee and made available to eligible employees of the Region. The School District will pay a percentage of the cost as approved by the Nauset Regional School Committee.
 - d. Voluntary Group Benefits (100% employee paid), including dental, vision and disability insurance.
- B. Employees will be eligible to participate in a single tax sheltered annuity plan established pursuant to United States Public Law N.87-37, with no cap on the number of annuity companies. Employees must sign up for a tax sheltered annuity by **August 1st** annually and that amount will remain in effect for the balance of the fiscal year, except that it is subject to change once annually as of **February 1st**.
- C. Retirees will be eligible to participate in the health insurance program, with the Committee paying 50% of the cost.

ARTICLE XIV **WORKERS' COMPENSATION INSURANCE**

All employees covered by this Agreement shall be covered by Workers' Compensation Insurance.

ARTICLE XV **PERSONAL INJURY BENEFITS**

Whenever an employee covered by this Contract is absent from work as a result of personal injury incurred directly in the course of employment, he/she shall be paid full salary (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for the period of such absence up to the dollar amount of accumulated sick leave on the day said disability occurred.

ARTICLE XVI
JURY DUTY

- A. An employee called to jury duty or as a subpoenaed witness (employee must show copy of subpoena to supervisor if requested) shall submit to the Treasurer of the Region or Town Treasurer the stipend paid to him/her for the jury duty or duty as a subpoenaed witness, excluding any travel stipend.
- B. In court cases where the employee is subpoenaed and is a party to the court case, the employer shall not pay for work time missed, and any stipend received by employee may be retained by the employee.

ARTICLE XVII
EVALUATION OF PERFORMANCE

- A. The School Committees of the Nauset Schools recognize and endorse the concept of evaluation of all employees. Evaluation is viewed as the act of periodically summarizing the overall performance of any employee. Evaluations shall assess overall effectiveness and competence.
- B. All evaluations shall be conducted in an open manner.
- C. Only the approved, contractually agreed upon evaluation forms and procedures will be utilized throughout the school system. See attachment D for approved evaluation form.
- D. The frequency of evaluations will be as follows:
 - 1. *Year One:*
The first evaluation is to be completed by the 90th day of employment. The summative evaluation is to be completed by June 1.
 - 2. *Year Two:*
The summative evaluation is to be completed by June 1.
- E. After the second year of employment, a summative evaluation will be conducted every other year, by June 1.
- F. An administrative assistant may request a conference to discuss the contents of the evaluation prior to the signing of the document.
- G. All evaluations will be written and shall be signed by both the supervisor and the employee. Such signature by the employee indicates receipt of the document and not necessarily agreement with the content thereof.
- H. The administrative assistant will receive a copy of the signed evaluation within five (5) working days of the signing.
- I. The administrative assistant will be allowed to write a response to the evaluation if desired.
- J. A copy of each evaluation and a copy of the employee's response, if there is one, shall be forwarded to the Superintendent of Schools for review and placement in the employee's local

evaluation file.

- K. An administrative assistant will have the right upon request to the Principal or Superintendent to inspect, by appointment, the contents of his/her evaluation file. An administrative assistant will be entitled to have a representative from the Association accompany him/her during such review (Chap. 71, Section 42C).
- L. Any complaints regarding an administrative assistant made to any member of the administration or by any parent, student, or other persons, upon which action is to be taken by the administration, will be promptly called to the attention of the administrative assistant.
- M. All material which will be placed in any local evaluation file will bear the administrative assistant's signature. Such signature in no way indicates agreement with the contents thereof. The administrative assistant will also have the right to submit a written answer to such materials and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- N. The Association recognizes the authority and the responsibility of the Principal for reprimanding an administrative assistant for delinquency of professional performance. If an administrative assistant is to be reprimanded by a member of administration, s/he will be entitled to have present a member of the Association.
- O. Employees newly hired into the school system shall be probationary employees and shall receive at least one written evaluation within the first ninety (90) calendar days from their first day of work, and this evaluation shall be in addition to the annual evaluation.

ARTICLE XVIII

GRIEVANCE PROCEDURE

- A. A "grievance" is hereby defined to mean a dispute involving the meaning, interpretation, or application of this contract.
- B. Failure at any step of this procedure to communicate the decision of a grievance to the aggrieved employee and to the President of the Association within the specified time shall permit the aggrieved party or parties to proceed to the next step.
- C. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step. In the event a grievance is filed on or after **June 1**, which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limit set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- D. No reprisals of any kind shall be taken by any party to this contract against any party in interest, any witness, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- E. The grievance at any level will be in writing and signed and shall set forth the precise date, time and place of the grievance and shall set forth the facts giving rise to the grievance and the item that is believed to be violated. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files for the participants. Unless requested to do otherwise by the employee in question, any documents, communications and

records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said employee.

F. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

G. Level One

1. An employee with a grievance shall with or without a representative of the Association, present it in writing to his/her immediate supervisor and/or the principal within fourteen (14) calendar days of the event on which the grievance is based. In the event that a grievance affects a group or class of employees the group or class of employees may request the Association to submit the grievance on their behalf commencing at Level One. Any meeting with reference to the above shall be held during non-school hours.

H. Level Two

1. In the event that a grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within fourteen (14) calendar days after presentation of the grievance to the immediate supervisor and/or principal, the grievance shall be reduced to writing and referred to the Superintendent of the Schools within seven (7) calendar days of the disposition under Level One.
2. Within fourteen (14) calendar days after receipt of the written grievance by the Superintendent, he or his designee shall meet with the aggrieved employee and the said President or his designee in an effort to settle the grievance.

I. Level Three

1. In the event that the grievance shall not have been satisfactorily disposed of at Level Two, or in the event that no decision has been rendered within fourteen (14) calendar days after the Level Two meeting, the Association, may refer in writing within fourteen (14) calendar days of the disposition under Level Two the unsettled grievance to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations.
2. The arbitrator shall be without power or authority to modify or alter the terms of this contract.
3. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days after the hearing is declared closed. The decision shall be final and binding on both parties.
4. The costs for the services of the arbitrator shall be borne equally by the School Committee and the Association.
5. Each party shall pay its own expenses for the presentation of its case to the arbitrator.
6. A written record shall be made of the disposition of any grievance at Level Two or Level Three.
7. By mutual consent of the parties involved in the grievance procedure, the time schedule may be shortened or lengthened.

ARTICLE XIX
NO STRIKE

The Association and employees shall not engage in, induce or encourage any strike, work stoppage, slow down, picketing, withholding of services or any other direct or indirect interference, concerted or otherwise, with the Committee's operation.

ARTICLE XX
USE OF SCHOOL BUILDINGS

The Association has the right to use school buildings without cost at reasonable times for meetings. The Superintendent of Schools will be notified in advance of the time and place in accordance with all applicable building use policies.

ARTICLE XXI
VACANCIES AND PROMOTIONS

- A. When a vacancy occurs and is to be filled, notification of the position shall be posted in each work site. A copy of the posting will also be sent to the Association president.
- B. Employees covered by this contract wishing to be considered for such a vacancy must make written application to the Superintendent of Schools within **five (5)** business days of the vacancy being posted. All current employees who apply for the position will be given an interview.
- C. If a vacancy occurs during the school year, the School Committee of jurisdiction reserves the right to either not fill the vacancy, or to delay filling the vacancy until the beginning of the following work year.
- D. Years of service and corresponding vacation benefits shall be recognized and maintained when a Region administrative assistant assumes an elementary position or when an elementary administrative assistant assumes a Region position. A 12-month administrative assistant assuming the position of a 10-month administrative assistant will be eligible only for the vacation benefit of a 10-month administrative assistant.

ARTICLE XXII
RESIGNATION

No resignation will normally be accepted without twenty-one (21) calendar days written notice.

ARTICLE XXIII
PROTECTION

Any employee covered by this contract who is sued while exercising his/her responsibility as an employee of the School Department shall receive legal assistance as required by law.

ARTICLE XXIV
REDUCTION IN FORCE

- A. Each of the five (5) School Committees (Nauset Region, Brewster, Eastham, Orleans, Wellfleet), as separate political bodies, retains the exclusive rights to determine the number of administrative

assistant positions which are needed in the school(s) under its jurisdiction and also retains the exclusive right to determine the number and type of employees to be laid off.

1. In determining the order in which administrative assistants are to be laid off within the discipline both seniority within the Nauset School System and performance shall be considered. In the event that grievances related to this article are filed prior to the decision of the Superintendent/Principal, the Superintendent/Principal retains the right to retain, lay off by seniority or by evaluation, at their discretion.
2. In the evaluations, the overall performance of the employees shall be characterized as "Exemplary", "Proficient", "Needs Improvement", or "Unsatisfactory" in each of the stated performance criteria on the evaluation document. An administrative assistant who has received all "Exemplary" or "Proficient" in the most recent evaluation shall not be laid off if within the discipline there is an administrative assistant of longer seniority who has received one or more "Needs Improvement" or "Unsatisfactory" in the most recent evaluation. In such a case, the administrative assistant with the higher evaluation shall be retained. An administrative assistant who has received one or more "Needs Improvement" in the most recent evaluation shall not be laid off if within the discipline there is an administrative assistant of longer seniority who has received one or more "Unsatisfactory" in the most recent evaluation.
3. In the absence of a significant difference in the most recent evaluation of each administrative assistant as described in B. above, the administrative assistant within the discipline having the least seniority will be laid off first. In the absence of a significant difference in performance or seniority between or among administrative assistants, lots will be drawn in the presence of the administrative assistants potentially affected, an Association representative, and the designated administrator(s) to determine the administrative assistant that would be laid off or reduced.
4. An administrative assistant laid off pursuant to section 3. above shall have the right to take the position of an administrative assistant in another discipline having less seniority provided the administrative assistant to be laid off is qualified in the other discipline, as determined by the Principal and Superintendent and, in the case of the Central Office administrative assistants, as determined exclusively by the Superintendent.
5. For the purpose of this Article, each separate elementary School Committee shall establish the following discipline categories for the elementary school(s) under its jurisdiction: Level B (Administrative Assistant/Attendance); Level C (Administrative Assistant to the Principal).
6. For the purposes of this Article, the Nauset Regional School Committee shall establish the following discipline categories:
 - a. Middle School: Level B (Administrative Assistant/Attendance, Administrative Assistant to Assistant Principal, Administrative Assistant to Special Education); Level C (Administrative Assistant to Principal, Administrative Assistant Guidance/Registrar).
 - b. High School: Level C (Administrative Assistant to Principal, Administrative Assistant to Assistant Principal, Administrative Assistant/Attendance/Student Accounts, Administrative Assistant Guidance/Registrar, Administrative Assistant Special Education).
 - c. Preschool: Level B (Administrative Assistant Pre-School).

7. The Superintendent shall notify the Association as to how many layoffs shall be implemented. Although the Superintendent retains the right to determine how many administrative assistant cuts and where the administrative assistant cuts are to take place, it encourages dialogue between the parties on this subject.
8. Under normal circumstances, administrative assistants to be affected by a reduction in force shall be notified by **May 15th**, but in no event later than **June 15th** of the school year preceding the school year in which the reduction is to be effected. If town meeting reduces the budget from that level submitted by the School Committee, then this notice requirement does not apply to the choice of additional administrative assistants to be laid off as a result of said town meeting budget reduction, provided however, that town meeting action adjourn after June 1 and provided that the person(s) affected shall be notified within fifteen (15) business days after acceptance of the budget by the town(s).

B. Definition and Computation of Seniority

1. Seniority is defined as the length of consecutive service from the first day of work as a regularly appointed administrative assistant in the District in which they are employed. Authorized leaves of absence with pay shall be considered time worked for purposes of seniority. Authorized leaves of absence without pay shall not be considered a break in service, but will not count toward seniority.
2. Part-time Personnel: In the case of employees who are working less than 100% for their respective Principal/Superintendent, their length of service status for the part-time period will be determined by multiplying the percentage of time worked against the total time period involved, i.e., employee employed by the Principal/Superintendent for 40% of the school day or school year for a total of ten (10) years, $40\% \times 10 \text{ years} = \text{four (4) years seniority}$, plus full-time employment, if any.

C. Rights and Recall During Layoff

Administrative assistants will be recalled in inverse order of their layoffs within disciplines as positions for which they are qualified become open. Administrative assistants will remain on a recall list for a period of two (2) years from their date of dismissal.

1. An employee who is recalled by the Superintendent within two (2) years shall have restored to them all benefits they had accumulated at the time of their layoff.
2. Administrative assistants on the recall list shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the layoff, provided however, that the carrier allows such participation and that the administrative assistant pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and that there will be no contribution by the Region or town(s) for such employee's insurance.
3. Administrative assistants on layoff shall be given preference on the substitute list in the areas in which they are qualified, as determined by the Superintendent of Schools, provided the administrative assistant on layoff indicates in writing to the Superintendent of Schools a desire for such preferential consideration. Administrative assistants on layoff who serve as substitutes shall be subject to established policy and procedures regarding such employment.
4. When vacancies occur in the discipline of an administrative assistant on the recall list, the Association shall be notified by certified mail at its last address of record and shall, in turn, be

responsible for notifying the administrative assistant within five (5) business days, by certified mail. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the response date. Failure by the individual administrative assistant to respond to the Superintendent or his designee, with a letter of acceptance within **fifteen** (15) business days after receipt of certified mail, shall be considered a rejection of such offer, and the employee shall be dropped from the recall list. It shall be the responsibility of the personnel on the recall list to inform the office of the Superintendent of Schools and the Association of changes of address.

5. Administrative assistants on layoff who have declined an offer to be recalled need not be contacted further nor rehired in the event of additional openings to be filled. Administrative assistants who are serving in a comparable administrative assistant position in another school system and are offered a position in this system must be willing to wait to commence the position until the first day of work in the next year, otherwise he/she goes off the recall list.

ARTICLE XXV **JUST CAUSE**

No administrative assistant will be reprimanded or dismissed or lose professional advantage without just cause. This section shall not apply to the non-renewal *for performance* of an administrative assistant to a contract of employment. Administrative assistants whose contracts are not to be renewed shall, if requested, be granted a hearing by the Superintendent.

ARTICLE XXVI **RETIREMENT**

- A. Employees who meet specified conditions of employment, as set forth by Barnstable County Retirement, automatically become members of such plan and, as such, are eligible for the retirement benefits of the program after completing ten (10) years of employment.
- B. Employees are not contributors to, nor beneficiaries of the Federal Insurance Contributions Act (the so-called Social Security Law).

ARTICLE XXVII **STAFF DEVELOPMENT**

- A. The District Director of Curriculum, Instruction and Assessment will work with administrative assistants to develop a professional development schedule for the purpose of cross training positions within buildings. There will be two (2) half day training sessions for each administrative assistant that will be scheduled during regular working hours. New employees shall receive sufficient training on technology applications and job tasks. Current employees shall receive training as new job tasks and technology applications are introduced. Such training shall be during the regular work week.
- B. The Committee will pay reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by employees who attend workshops, seminars, conferences, or other staff improvement sessions with the advance approval of the Principal and Superintendent of Schools.
- C. Administrative Assistants will have access to the professional growth account in the amount of \$5,000 per school year. Administrative Assistants may access this professional development account

up to a maximum of \$500 per year per Administrative Assistant until the monies have been expended. Professional Development workshops and course content must align with District goals or work specific to the employee's assignment. If funds remain as of March 15, these funds would become available to all Administrative Assistants; Assistants who have already reached their maximum of \$500 per year may apply for the use of these funds. However, in no case will reimbursement exceed \$750 per school year for a single course/workshop.

ARTICLE XXVIII **STIPENDS AND ADDITIONAL PAID WORK**

- A. If an administrative assistant is performing or is appointed to a stipend position listed in another Collective Bargaining Agreement between the Nauset Regional Committee or the Committees for the separate elementary schools and the Nauset Education Association, the administrative assistant will be paid such stipend as if the stipend were incorporated by reference into this Agreement.

ARTICLE XXIX **MEMORANDA OF UNDERSTANDING**

All Memoranda of Understanding on record with enduring impact and those signed in the future will automatically be incorporated into this Agreement.

ARTICLE XXX **LONGEVITY**

For the purpose of Longevity benefits, total years shall be based on the number of continuous years of service to the District and/or member elementary schools when employed in any capacity or assignment (*i.e. educational assistant, teacher, administrative assistant*). For the first year of employment to count as a year of service an employee's date of hire must be on or before September 16th. Service as a long-term substitute shall count toward longevity providing it is part of an employee's continuous employment. When an employee has unpaid leave in excess of 50% of their contracted days in any school year, then the year does not count toward longevity.

All administrative assistants shall be eligible for Longevity payments according to the following schedule:

AFTER 7 years of service - \$600
AFTER 10 years of service - \$1,100
AFTER 15 years of service - \$1,350
AFTER 20 years of service - \$1,600
AFTER 25 years of service - \$1,900
AFTER 30 years of service - \$2,650

ARTICLE XXXI **PERFORMING ANOTHER'S DUTIES**

A unit employee who is required to perform his/her duties and the duties of another due to the absence of that person from his/her duties will be compensated an additional \$25 for each half day or \$50 for each full day thereafter.

ARTICLE XXXII
COMPENSATION

1. The hourly rates for the three year Agreement from July 1, 2021 through June 30, 2024 appear in Appendix C.
2. Effective July 1, 2021, each hourly rate will be increased by two percent (2%).
3. Effective July 1, 2022, each hourly rate will be increased by two percent (2%).
4. Effective July 1, 2023, each hourly rate will be increased by two percent (2%).

ARTICLE XXXIII
CORI and CHRI Checks

- A. Massachusetts law provides for state and federal criminal background checks for individuals working in public schools. Criminal Offender Record Information (CORI) checks and fingerprint-based Criminal History Record Information (CHRI) checks will be administered in accordance with applicable state and federal laws and regulations.
 1. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Such checks shall take place prior to commencing employment and not more than once every three (3) years thereafter. Employees shall be made aware that upon request, they shall be provided with a copy of the CORI report received by the Superintendent. All CORI reports shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon termination of employment, an employee may request in writing that he/she be given his/her reports.
 2. After review of a CORI report, the Superintendent, if he/she deems it necessary, may meet with the employee who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining Agreement and the General Laws of the Commonwealth.

ARTICLE XXXIV
DURATION

- A. This Agreement between the Committees and the Association shall become effective on July 1, 2021, and shall continue in full force and effect until midnight, June 30, 2024.
- B. The parties agree to begin negotiations for a successor collective bargaining agreement no later than October 15, 2023.
- C. The parties agree that the subject of reclassification of positions will be addressed in the bargaining for a successor collective bargaining agreement.

D. In Witness Whereof that the Committees and the Association have hereunto caused this Agreement to be signed, sealed and delivered in their names by the authorized agents.

For the School Committees

Thomas M. Conrad
Superintendent of Schools

June 3, 2021
Date

For the Nauset Education Association

Mark Mathison
President, NEA

June 3, 2021
Date

APPENDIX A
LEVELS

I. Positions shall be graded according to the following levels:

Level B Administrative Assistant Pre-School
 Administrative Assistant/Attendance - Elementary School
 Administrative Assistant/Attendance - Middle School
 Administrative Assistant to Assistant Principal - Middle School
 Administrative Assistant Special Education - Middle School

Level C Administrative Assistant to Principal - Elementary School
 Administrative Assistant to Principal - Middle School
 Administrative Assistant to Principal - High School
 Administrative Assistant to Assistant Principal's
 Administrative Assistant/Attendance/Student Accounts
 Administrative Assistant Guidance/Registrar - High School
 Administrative Assistant Guidance/Registrar – Middle School
 Administrative Assistant Special Education - High School

Level D

Level E

- II. All persons commencing initial employment after 7/1/96 will be placed on the proper Step and Scale of the Salary Schedule commensurate with comparable work experience as determined by the Superintendent of Schools or his designee. One step credit will be given per three (3) years comparable experience up to Step 7. Nauset Administrative Assistants currently employed at one school in the district, may maintain their step level should they move to another school in the same role within the district.
- III. No step increase shall occur at the start of any work year unless the employee was employed in the District for at least 51% of the prior work year.
- IV. Each administrative assistant shall advance one (1) step per year until they reach maximum step, at which time they will remain at maximum step for the balance of the contract.

APPENDIX B
SIDE AGREEMENTS

- The matter of extended leave for administrative assistants for reasons of extenuating circumstances was discussed during the 1993 negotiations. As an outcome, it was the understanding of both sides that any requests for such leave would be heard by the Superintendent or his designee on a case-by-case basis. Requests would be treated in a similar manner as teachers who make such requests.

- The School Committee agrees that, in the future, with respect to administrative assistant positions in existence as of November 1, 1993, any effort of the School Committee to remove a position from the bargaining unit (other than Business Manager), will be pursued at the State Labor Relations Commission.

- When the Administration seeks to create a new position, the Association President or designee will be provided an opportunity to express a position on the proper level to which it should be assigned.

APPENDIX C - Salary Schedule - Administrative Assistants Contract

	LEVEL B		
	FY22 2.0%	FY23 2.0%	FY24 2.0%
1	\$21.73	\$22.16	\$22.60
2	\$22.44	\$22.89	\$23.35
3	\$23.17	\$23.64	\$24.11
4	\$23.90	\$24.38	\$24.87
5	\$24.65	\$25.15	\$25.65
6	\$25.43	\$25.94	\$26.46
7	\$26.19	\$26.72	\$27.25
8	\$26.98	\$27.52	\$28.07
9	\$27.79	\$28.35	\$28.91
10	\$29.46	\$30.05	\$30.65
11	\$30.05	\$30.65	\$31.26
12	\$30.35	\$30.96	\$31.58
	LEVEL C		
	FY22 2.0%	FY23 2.0%	FY24 2.0%
1	\$21.94	\$22.38	\$22.83
2	\$22.67	\$23.12	\$23.58
3	\$23.40	\$23.87	\$24.35
4	\$24.14	\$24.62	\$25.12
5	\$24.90	\$25.40	\$25.91
6	\$25.69	\$26.20	\$26.72
7	\$26.46	\$26.99	\$27.52
8	\$27.25	\$27.79	\$28.35
9	\$28.07	\$28.63	\$29.20
10	\$29.75	\$30.35	\$30.95
11	\$30.35	\$30.95	\$31.57
12	\$30.67	\$31.29	\$31.91

LEVEL D

	FY22	FY23	FY24
	2%	2%	2%
1	\$22.82	\$23.28	\$23.75
2	\$23.51	\$23.98	\$24.46
3	\$24.20	\$24.69	\$25.18
4	\$24.95	\$25.44	\$25.95
5	\$25.70	\$26.21	\$26.74
6	\$26.47	\$27.00	\$27.54
7	\$27.26	\$27.80	\$28.36
8	\$28.08	\$28.64	\$29.22
9	\$28.93	\$29.51	\$30.10
10	\$29.78	\$30.37	\$30.98
11	\$31.57	\$32.21	\$32.85

LEVEL E

	FY22	FY23	FY24
	2%	2%	2%
1	\$24.19	\$24.68	\$25.17
2	\$24.91	\$25.41	\$25.92
3	\$25.67	\$26.18	\$26.70
4	\$26.45	\$26.98	\$27.52
5	\$27.24	\$27.78	\$28.34
6	\$28.05	\$28.61	\$29.18
7	\$28.90	\$29.48	\$30.07
8	\$29.78	\$30.37	\$30.98
9	\$30.66	\$31.28	\$31.90
10	\$31.57	\$32.21	\$32.85
11	\$33.47	\$34.14	\$34.82

APPENDIX D - ATHLETIC EXTRACURRICULAR SALARY SCHEDULE

Unless otherwise noted, the stipend is for one (1) position.		2.50%	2.25%	2.125%	2.125%
		<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Category B	Baseball, Head	\$5,226	\$5,225	\$5,336	\$5,450
	Basketball, Head (2)	\$6,174	\$6,173	\$6,304	\$6,438
	Field Hockey, Head	\$5,270	\$5,269	\$5,380	\$5,495
	Football, Head	\$6,326	\$6,325	\$6,460	\$6,597
	Hockey, Head	\$5,702	\$5,701	\$5,822	\$5,946
	Lacrosse (B&G), Head	\$5,270	\$5,269	\$5,380	\$5,495
	2Soccer (G&B), Head	\$5,270	\$5,269	\$5,380	\$5,495
	Softball, Head	\$5,226	\$5,225	\$5,336	\$5,450
	Strength & Conditioning (per season)	\$5,226	\$5,225	\$5,336	\$5,450
	Swimming, Head	\$5,226	\$5,225	\$5,336	\$5,450
	Track (G&B), Head ~ INDOOR	\$7,502	\$7,501	\$7,660	\$7,823
	Track (G&B), Head ~ OUTDOOR	\$7,842	\$7,841	\$8,008	\$8,178
	Cross Country (G&B) Head	\$5,226	\$5,225	\$5,336	\$5,450
	Trainer, part-time	\$6,326	\$6,325	\$6,460	\$6,597
	Volleyball, Head	\$5,226	\$5,225	\$5,336	\$5,450
	Wrestling, Head	\$5,270	\$5,269	\$5,380	\$5,495
Category C					
	Football, Freshman	\$4,379	\$4,378	\$4,471	\$4,566
	Football JV, (2)	\$4,379	\$4,378	\$4,471	\$4,566
	Football Varsity, Asst.	\$4,379	\$4,378	\$4,471	\$4,566
	Golf (B&G), Head	\$4,185	\$4,184	\$4,273	\$4,364
	Gymnastics, Head	\$4,814	\$4,813	\$4,916	\$5,020
	Sailing (G&B)	\$4,553	\$4,552	\$4,649	\$4,748
	Sailing, Assistant (G&B)	\$3,694	\$3,693	\$3,772	\$3,852
	Soccer Coach (G&B), Asst.	\$4,814	\$4,813	\$4,916	\$5,020
	Swimming Coach, Asst.	\$4,814	\$4,813	\$4,916	\$5,020
	Tennis (G&B), Head	\$4,553	\$4,552	\$4,649	\$4,748
	Track Coach (Girls or Boys), Asst.	\$4,814	\$4,813	\$4,916	\$5,020

	Track Coach, (G&B), Asst. – INDOOR		\$3,902	\$3,901	\$3,984	\$4,069
	Cross Country (G&B), Asst		\$3,902	\$3,901	\$3,984	\$4,069
Category D	Athletics, Director of - M.S.		\$8,899	\$9,099	\$9,213	\$9,328
	Baseball JV		\$3,694	\$3,693	\$3,772	\$3,852
	Basketball JV (G&B)		\$3,927	\$3,926	\$4,009	\$4,094
	Soccer JV (G&B)		\$3,793	\$3,791	\$3,872	\$3,954
	Field Hockey JV		\$3,793	\$3,791	\$3,872	\$3,954
	Golf JV		\$3,793	\$3,791	\$3,872	\$3,954
	Hockey JV		\$3,694	\$3,693	\$3,772	\$3,852
	Lacrosse JV		\$3,793	\$3,791	\$3,872	\$3,954
	Softball JV		\$3,694	\$3,693	\$3,772	\$3,852
	Volleyball JV		\$3,699	\$3,698	\$3,777	\$3,857
	Wrestling, JV		\$3,927	\$3,926	\$4,009	\$4,094
Category E	Basketball Freshman (G&B)		\$3,281	\$3,280	\$3,350	\$3,421
	Cheerleading Fall, Head		\$4,813	\$4,812	\$4,915	\$5,019
	Cheerleading Winter, Head		\$4,813	\$4,812	\$4,915	\$5,019
	Integrated Track and Field		TBD	TBD	TBD	TBD
Category F	M.S. Baseball		\$2,966	\$2,965	\$3,028	\$3,093
	M.S. Basketball (G&B)		\$3,247	\$3,246	\$3,315	\$3,386
	M.S. Field Hockey		\$2,966	\$2,965	\$3,028	\$3,093
	M.S. Softball		\$2,966	\$2,965	\$3,028	\$3,093
	M.S. Soccer (G&B)		\$2,966	\$2,965	\$3,028	\$3,093
	M.S. Track		\$2,966	\$2,965	\$3,028	\$3,093
Category G	M.S. Asst Basketball (G&B)		\$2,618	\$2,617	\$2,672	\$2,729
	M.S. Asst Field Hockey		\$2,467	\$2,466	\$2,519	\$2,572
	M.S. Intramurals, FALL (3)		\$2,453	\$2,452	\$2,504	\$2,557
	M.S. Intramurals, WINTER (2)		\$2,453	\$2,452	\$2,504	\$2,557
	M.S. Intramurals, SPRING (2)		\$2,453	\$2,452	\$2,504	\$2,557
	M.S. Soccer (G&B), Asst.		\$2,467	\$2,466	\$2,519	\$2,572
	M.S. Track (G&B), Asst.		\$2,467	\$2,466	\$2,519	\$2,572

APPENDIX D - NON-ATHLETIC EXTRACURRICULAR SALARY SCHEDULE FY22 - FY24

	FY21 - 2.5% COLA	FY22 - Revised Rates or 2.25% COLA		FY23 - 2.125% COLA	FY24 - 2.125% COLA
HIGH SCHOOL	<u>Stipend</u>	Level	Stipend	Stipend	Stipend
Class Advisors (may be up to 3 if enrollment requires)					
Class Advisors 9 (2 advisors) - each	\$571		\$1,500	\$1,532	\$1,564
Class Advisors 10 (2 advisors) - each	\$571		\$1,500	\$1,532	\$1,564
Class Advisors 11 (2 advisors) - each	\$942		\$2,500	\$2,553	\$2,607
Class Advisors 12 (2 advisors) - each	\$1,683		\$2,500	\$2,553	\$2,607
Class Coverage	\$33.54		\$34.29	\$35.02	\$35.77
Club and Activity Advisors					
Art Club	\$750	1	\$750	\$766	\$782
Black Student Union	\$750	1	\$750	\$766	\$782
Bowling Club	\$750	1	\$750	\$766	\$782
Debate Team	\$1,804	1	\$750	\$766	\$782
Feminism Club	\$750	1	\$750	\$766	\$782
Interact Club	\$750	1	\$750	\$766	\$782
Literary Magazine Advisor	\$1,019	1	\$750	\$766	\$782
MultiCultural Club	\$750	1	\$750	\$766	\$782
Table Top Games Club	\$750	1	\$750	\$766	\$782
Newspaper Advisor	\$1,493	1	\$750	\$766	\$782
Best Buddies (2)	\$750	2	\$1,200	\$1,226	\$1,252
Chess Club	\$750	2	\$1,200	\$1,226	\$1,252
Green Club	\$750	2	\$1,200	\$1,226	\$1,252
Human Rights Academy	\$750	2	\$1,200	\$1,226	\$1,252
Iron Chef/Culinary Club	\$750	2	\$1,200	\$1,226	\$1,252
Key Club	\$750	2	\$1,200	\$1,226	\$1,252
Math Team	\$750	2	\$1,200	\$1,226	\$1,252
Model UN Club	\$750	2	\$1,200	\$1,226	\$1,252

Mock Trial	\$3,005	3	\$3,000	\$3,064	\$3,129
National Honor Society	\$1,230	3	\$3,000	\$3,064	\$3,129
Student Council Advisor (2)	\$2,246	3	\$2,500	\$2,553	\$2,607
Yearbook - Literary	\$1,724	3	\$2,000	\$2,043	\$2,086
Yearbook - Business	\$739	3	\$2,000	\$2,043	\$2,086
Coordinators - special events and programs					
Awards Night Coordinator (scholarships)	\$654		\$669	\$683	\$698
Awards Coordinator	\$654		\$669	\$683	\$698
Community Service Coordinator	\$3,005		TBD		
Coordinator of Online Courses	\$5,280		\$5,400	\$5,515	\$5,632
Graduation Coordinator	\$750		\$767	\$783	\$800
Scholarships, Coordinator of	\$3,247		\$3,320	\$3,391	\$3,463
Project Graduation Coordinator	\$1,644		\$1,681	\$1,717	\$1,753
Department Chair (each)					
Social Studies	\$5,280		\$5,400	\$5,515	\$5,632
Math	\$5,280		\$5,400	\$5,515	\$5,632
Fine and Applied Arts	\$5,280		\$5,400	\$5,515	\$5,632
Foreign Language	\$5,280		\$5,400	\$5,515	\$5,632
English	\$5,280		\$5,400	\$5,515	\$5,632
Guidance	\$5,280		\$5,400	\$5,515	\$5,632
Technology	\$5,280		\$5,400	\$5,515	\$5,632
Science	\$5,280		\$5,400	\$5,515	\$5,632
Project ACCESS	\$5,280		\$5,400	\$5,515	\$5,632
Phys Ed	\$5,280		\$5,400	\$5,515	\$5,632
Special Education	\$5,280		\$5,400	\$5,515	\$5,632
Drama Technical Director (per season)	\$2,197		\$2,246	\$2,294	\$2,343
Driver Ed Classroom (per class)	\$1,164		\$1,190	\$1,215	\$1,241
Driver Ed Director (208 total hrs/annually)	\$7,069		\$7,228	\$7,382	\$7,539

Craft Fair Coordinator		2	\$1,200	\$1,226	\$1,252
Drama Club Director	\$5,545	3	\$5,500	\$5,617	\$5,736
Yearbook Club	\$2,025	3	\$2,100	\$2,145	\$2,190
Music Drama Daily Rate	\$163		\$200	\$204	\$209
Music Maximum per year	\$1,609		\$3,000	\$3,064	\$3,129
Subject Coordinators	\$2,906		\$2,971	\$3,034	\$3,099
Student/Farmer's Market Program Coordinator	\$133/Saturday		\$136/Saturday	\$139/Saturday	\$142/Saturday
Team Leader (ea)	\$2,906		\$2,971	\$3,034	\$3,099
Tutor (per hour)	\$38.77		\$39.64	\$40.48	\$41.34
8th Grade Trip Coordinator	\$962		\$984	\$1,005	\$1,026
	FY21 - 2.5% COLA		FY22 - Revised Rates or 2.25% COLA	FY23 - 2.125% COLA	FY24 - 2.125% COLA
ELEMENTARY		Level	Stipend	Stipend	Stipend
Club Advisors	\$750	1	\$750	\$766	\$782
Class Coverage	\$33.54		\$34.29	\$35.02	\$35.77
Department Heads (ea)	\$5,280		\$5,398.57	\$5,513	\$5,630
Tutor (per hour)	\$38.77		\$39.64	\$40.48	\$41.34
Mentor	\$1,036		\$1,059.59	\$1,082	\$1,105
Music Elementary - hourly rate	\$36.86		\$37.69	\$38.49	\$39.31
Music Elementary - max per year	\$1,609		\$3,000	\$3,064	\$3,129
Responsive Classroom Coord./ Mentor	\$885		\$904.48	\$924	\$943
Subject Coordinator (ea)	\$2,906		\$2,971	\$3,034	\$3,099
Volunteer Coordinator/Publicist	\$2,909		\$2,971	\$3,034	\$3,099
	FY21 - 2.5% COLA		FY22 - Revised Rates or 2.25% COLA	FY23 - 2.125% COLA	FY24 - 2.125% COLA
DISTRICT / REGION			Stipend	Stipend	Stipend
Department Head (K-12 Art, Music, Physical Education)	\$5,280		\$5,400	\$5,515	\$5,632
ELA Coordinator (K-5)	\$5,280		\$5,400	\$5,515	\$5,632
ELL Services Coordinator (K-12)	\$5,280		\$5,400	\$5,515	\$5,632
Extended School Year - Ed Assts (per hour)	\$19.58		EA's hourly rate	EA's hourly rate	EA's hourly rate
Extended School Year - Teacher	\$40.00		\$40.90	\$41.77	\$42.66

Extended School Year - OT/PT/SLP	\$40.00		\$40.90	\$41.77	\$42.66
Hourly Rate - Teacher - extra hourly work, curriculum development	\$40.00		\$40.90	\$41.77	\$42.66
IB – Diploma Programme Coordinator	\$5,280		\$5,400	\$5,515	\$5,632
IB - CAS Coordinator	\$2,640		\$2,670	\$2,727	\$2,785
IB - Extended Essay Coordinator	\$2,640		\$2,670	\$2,727	\$2,785
Math Coordinator (K-5)	\$5,280		\$5,400	\$5,515	\$5,632
Mentor Coordinator - Teacher	\$5,280		\$5,400	\$5,515	\$5,632
Mentor Facilitator - Teacher	\$590		\$604	\$617	\$630
Mentor Facilitator - Educational Assistant	\$584		\$597	\$610	\$623
Nurse Coordinator - District	\$5,280		\$5,399	\$5,513	\$5,630
Personal Care Stipend	\$1,099		\$1,124	\$1,147	\$1,172
Student Services - OT/PT/SLP, extra assignment or ESY	\$40.00		\$40.90	\$41.77	\$42.66
Title 1 Coordinator - Summer	\$2,252		\$2,303	\$2,352	\$2,401
Title 1 Coordinator – Winter	\$5,280		\$5,400	\$5,515	\$5,632

APPENDIX E

NAUSET PUBLIC SCHOOLS 90 Day and Summative Evaluation ADMINISTRATIVE ASSISTANT

Administrative Assistant's Name: _____

Date: _____

School: _____

Title: _____

Check one and provide supportive comments for each performance factor.

** Ratings*

	Ex em pla ry	Pr ofi cie nt	Ne ed s Im pr ov em ent	Un sat isf act ory
The Principles and Descriptors listed below are the primary basis for this appraisal.				
PERFORMANCE CRITERIA				
Essential Functions				
Communication/Community, Student and Staff Relations Comments:				
Secretarial/Administrative Support Comments:				
Recordkeeping/Database Administration/Reporting Comments:				
Budgeting/Bookkeeping Purchasing Comments:				
Events/School Operations/Facilities Safety & Security Comments:				
JOB KNOWLEDGE/SKILLS/PROFESSIONAL ATTRIBUTES				
Job Knowledge: Knowledge of school operating procedures, policies, standard administrative procedures and methods Comments:				
Technical Aptitude/Computer Proficiency – ability to learn and utilize technology and level of proficiency utilizing technology Comments:				
Communication Skills: Ability to communicate orally and in writing, in a courteous, accurate, efficient, and positive manner. Comments:				
Efficiency: Ability to manage multiple tasks simultaneously and use time efficiently and productively Comments:				
Accuracy: Ability to prepare accurate documents and reports efficiently. Comments:				
Organizational Skills: Ability to maintain well-organized, accurate records and files. Comments:				
Judgement/Problem Solving: Ability to make appropriate professional decisions, seeking guidance when necessary. Comments:				

Initiative: Ability to demonstrate initiative, including the anticipation of recurring tasks or potential concerns. Comments:				
Confidentiality: Ability to maintain confidentiality of all student and staff information. Comments:				
Dependability: Ability to follow the Nauset Standard, including observing school policies and requirements, being dependable, and being punctual. Comments:				
Adaptability: Ability to perform other appropriate duties, as assigned by the immediate supervisor or other suitable administrator. Comments:				

Narrative (provide on separate sheet if needed):

Administrative Assistant Signature Date

Principal/Supervisor Signature Date

Signature indicates that the administrative assistant has received a copy of this evaluation and not necessarily that the secretary agrees or disagrees with the content.

* Definition of Ratings:

Exemplary: Individuals at this level consistently meet or exceed the job requirements. An individual at the 'Exemplary' level needs minimal supervision, is self-reflective of his/her performance and demonstrates professionalism in all aspects of the position.

Proficient: Individuals at this level consistently meet the job requirements. Individuals at the 'Proficient' level are steady, reliable, and cooperative.

Needs Improvement: Individuals at this level meet some job requirements. However, there may be specific job requirements that need improvement. Performance at this level is often inconsistent and generally requires additional supervision and support.

Unsatisfactory: Individuals at this level demonstrate limited or minimal understanding of specific job requirements. Areas of deficiency may exist in one or more of the job requirements. An individual not meeting expectations in one or more of the listed job requirements, and showing minimal evidence of improvement, will be subject to an Improvement Plan with the intent of improving the areas of deficiency.

APPENDIX F

¹Summary of Parental and Family Leave for School Employees

Massachusetts Parental Leave Law

This is a state law (M.G.L. c. 149, § 105D) allowing employees eight weeks of consecutive leave for childbirth or adoption. You are eligible to exercise leave under this law if you have completed any probationary period (not to exceed three months). Under the Massachusetts Parental Leave Law, unlike the Family and Medical Leave Act, you are entitled to eight weeks immediately following your child's birth or adoption, whether or not you have exercised other leave prior to your child's arrival. MPLL leave may be with or without pay. The employer is entitled to two weeks' notice of anticipated exercise of MPLL leave.

Family and Medical Leave Act

This is a federal law (29 U.S.C. §§ 2601-2654) providing a total of 12 weeks of leave during a 12-month period for any combination of the following reasons: (1) the birth, adoption or foster care of a child; (2) the employee's own serious health condition, and (3) care for a parent, spouse or dependent who has a serious health condition. For parental leave purposes, leave under the Family and Medical Leave Act must be taken in consecutive weeks unless the employer and employee agree otherwise. Further, you may exercise parental leave under FMLA only during the 12 months following the birth or adoption of your child. If your intention to exercise parental leave is foreseeable, you are required to give your employer at least 30 days' notice of your intention to take FMLA leave. Leave may commence in less than 30 days if the birth or adoption placement occurs earlier than anticipated, but notice must still be given as soon as practicable. Under the Family and Medical Leave Act, vacation weeks do not count against your 12-week entitlement. If you use three weeks of FMLA leave at the end of one school year, you will have nine weeks left at the beginning of the next school year.

Small Necessities Leave Act

The Small Necessities Leave Act is a state law that allows eligible employees up to 24 hours of leave every year in addition to the 12 weeks allowed under the Family and Medical Leave Act, for the following purposes:

- To accompany a child to routine medical or dental appointments, such as checkups or vaccinations;
- To participate in school activities directly related to a child's educational advancement, such as parent-teacher conferences;
- To accompany an elderly relative to routine medical or dental appointments or for other professional services related to the elder's care.
- To be eligible for SNLA leave, you must meet the same criteria as for FMLA leave.

Eligibility for leave under the FMLA and SNLA

This leave is available to employees who have worked for the school district for at least 12 months (not necessarily consecutively) and who have worked at least 1,250 hours during the immediately prior 12 months. Full-time K-12 professional instructional employees who have worked a full school year are presumed to meet the hours requirement. Education Support Professionals and other higher education personnel are not entitled to this presumption. Part-time ESPs may not meet the 1,250-hour threshold.

¹ http://www.massteacher.org/memberservices/~media/Files/legal/dls_qa_pregnancy_parental_leave_web.pdf