

NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT
Ashby - Pepperell - Townsend, Massachusetts

CONTRACT OF EMPLOYMENT BUSINESS OFFICE ACCOUNTANT

SCHOOL COMMITTEE RESPONSIBILITY

It is recognized that the School Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools in the North Middlesex Regional School District in all its aspects. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of these regulations. It shall further be recognized that all work schedules, hours and assignments are to be established and arranged by the employee's supervisor and approved by the Superintendent or his/her designee.

EFFECTIVE DATE

This agreement shall be effective as of July 1, 2008 and will continue to be in effect through June 30, 2010.

PHYSICIAN'S REPORT

The employee shall file with the Superintendent a report made by a registered physician or the school physician on the basis of an examination within a period of sixty (60) days of employment, certifying the condition of health and the capability of carrying out assigned duties.

HOURS OF WORK

The regular hours of work each day shall be consecutive, except for interruptions for rest periods and lunch periods. The normal workweek shall consist of five consecutive eight-hour days Monday through Friday, beginning no earlier than 7:00 a.m. and ending no later than 5:00 p.m.

Except for emergency situations, work schedules shall not be changed, unless the changes are mutually agreed upon by the Employee and the Employer.

INCLEMENT WEATHER

In the event school is closed because of inclement weather, or other emergencies, employees covered by this Agreement who do not report to work may use vacation, personal time or pre-approved compensation time to avoid loss of pay.

MEAL PERIODS

The employee shall be granted a meal period of 1/2 hour and such meal period shall be scheduled at the middle of the shift.

REST PERIODS

All employees' work schedules shall provide for a ten (10) minute rest period during each 1/2 shift.

VACATION

Each full year employee shall earn vacation leave with pay as follows:

Less than one year - One day per month to ten days

One year to five years - Ten days

During sixth year and through eighth year - Fifteen days

During ninth year and through fifteenth year - Twenty days

Fifteen years and over - Starting sixteenth year, employees gain one additional vacation day per year up to 25 days

If termination of employment is caused by death, accrued vacation payment shall be made to the employee's spouse or beneficiary.

In addition to the sick leave aforementioned, from start of first full year, 7 additional days per year may be accumulated up to a maximum of 40 days, to be available in the event of a long-term illness. This additional allowance may not be used until after all the aforementioned cumulative sick leave has been exhausted and then only upon certification by a medical doctor of a long term prognosis. After 5 consecutive sick days, doctor's certificate of fitness shall be presented upon return to work if requested by the Superintendent. Sick leave includes personal illness, family illness requiring employee's absence, and required medical examinations.

Sick leave may be granted for sickness or injury within the immediate family of the employee.

In case of absence due to an industrial accident, the Employer agrees to make up the difference between his/her regular wages and the amount received from Worker's Compensation.

Sick leave benefits for employees working twenty or more hours per week, but less than full time, will be prorated.

Any accumulation which the employee has at the effective date of this agreement shall be retained.

SICK LEAVE BUY BACK/RETIREMENT BONUS

An employee, upon completing the 15th year of employment with the District, shall become eligible for a retirement bonus. This bonus will be in the form of a payment of \$50.00 a day for accrued sick days, up to a maximum bonus of \$2,000.00 payable upon retirement.

HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

The above days, including Good Friday when there is no school, shall be considered paid holidays, and any other day that may be declared a holiday by the Employer. Holiday pay shall be paid at straight time.

If a holiday falls on an employee's normal day off, a scheduled non-school working day will be considered the holiday.

If a holiday occurs within an employee's vacation period, it will not be counted as a vacation day.

An employee required to work on a holiday shall receive in addition to the regular holiday pay, an amount equal to two times his/her regular rate of pay for all hours worked.

This benefit shall apply only to those employees who have worked the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday unless the absence is approved by the department head or supervisor. For the purpose of this contract, the workday shall include vacation, personal, or bereavement leave.

PERSONAL LEAVE

The employee shall receive three personal days per year to conduct personal business subject to approval. The Superintendent will be notified in advance, except in the case of an emergency. Personal days are non-cumulative. In a given year, three unused personal days shall be applied to one day of sick leave.

Personal leave benefits for employees working twenty or more hours per week, but less than full-time, will be prorated.

BEREAVEMENT LEAVE

The employee shall be granted up to five (5) days leave without loss of pay in the case of the death of a member of the immediate family, which includes: husband, wife, son, daughter, mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, step parents and step children. Three days leave without loss of pay shall be granted to attend the funeral of the spouse's family.

One day shall be granted for brother-in-law, sister-in-law, aunt and uncle, grandparents of spouse, and niece and nephew.

JURY PAY

The Employer agrees to make up the difference in an employee's wages between a normal week's

wage and compensation received for jury duty.

FAMILY AND MATERNITY LEAVE

In accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA), the District will grant employees with at least one year of active employment upon, if possible, thirty (30) days notice up to twelve weeks of unpaid leave during any twelve-month period for any of the following reasons: (1) to care for the employee's child within one year of birth, adoption, or the initiation of foster care; (2) to care for a child, spouse, or parent with a serious health condition; or (3) because the employee's own serious health condition makes the employee unable to perform his or her job. A "serious health condition" is an illness, impairment, or physical or psychological condition that involves either inpatient care at a health care facility or continuing treatment by a health care provider.

Short-Term Maternity Leave

1. Upon receipt of at least two week's written notice of an employee's anticipated date of departure and intention to return, the District shall grant a leave of absence without pay for maternity for up to eight (8) weeks in accordance with the provisions of the Mass. General Laws, Chapter 149, Section 105B to employees who have completed their probationary period, but are not eligible for FMLA leave.
2. Eight week leave of absence without pay will be granted to an employee adopting a child under 18 years of age (MGL, C. 149, S. 105P).
3. Maternity leave may be extended with the approval of the supervisor and the Superintendent of Schools for a period not to exceed six months without payment.

SMALL NECESSITIES ACT

Employees with at least one year of active employment shall be granted up to 24 hours in any 12-month period for:

- children's needs (parent-teacher conferences, school activities, dental-medical, including regular check-ups and vaccinations);
- elderly parents' needs (dental-medical, other professional appointments related to elder's care, interview with nursing homes, etc.)

Such time will be charged to personal or vacation time.

LEAVES OF ABSENCE

Leaves of absence without pay up to one year may be granted:

1. when an employee is ill and has exhausted his/her sick leave.
2. for an employee who desires to further his/her education to benefit the school district.
3. in other cases agreeable to both parties.

Such leave shall not be unreasonably denied.

HEALTH AND WELFARE

The Employer shall pay 65% of the District-approved health insurance premium for the indemnity plan and 80% for the District-approved HMO premium.

The Employer shall continue to pay 65% of the life insurance premium.

The District will offer the employee covered by this contract a dental plan of the District's choosing. The employee will be responsible for 100% of the premium.

MERIT BONUS

The employee is eligible to receive a recommendation for a merit bonus, and such recommendation with supporting justification shall be submitted to the Superintendent who shall approve or disapprove such recommendation.

EARLY RETIREMENT INCENTIVE

The employee may be eligible for an early retirement incentive under the following conditions:

1. The employee must have worked for at least twenty (20) years in the NMRSD to be eligible to apply.
2. The employee must file a written application with the Superintendent by November 1 of the school year in which the employee intends to retire to be eligible for the lump sum payment, which shall be payable on or after the following July 1.
3. The eligible employee shall receive a lump sum payment based upon the percentage, as set forth below, of the difference between the employee's salary

and the beginning hiring level salary for that same year.

Age 50-54	80%
Age 55	100%
Age 56-60	70%
Age 61-62	60%

4. It is understood that the giving of notice of intent to retire pursuant to this provision is irrevocable, and the employee giving such notice shall be required to retire at the conclusion of the school year in which the notice of intent to retire is given.
5. At least five (5) employees will be entitled to retire pursuant to the provisions of this article. If the number of applicants exceeds the number of positions funded, then selection will be made on the basis of seniority in the District. If necessary, ties in date of seniority will be broken by a lottery.
6. Should the District accept an early retirement program offered by the State, any employee elected to participate in said program shall not be eligible for this early retirement incentive.

TRAVEL

Employees traveling on District business shall be reimbursed at the prevailing District rate per mile and for other approved expenses.

PROFESSIONAL DEVELOPMENT

Upon recommendation of their immediate supervisor and approval of the Superintendent and availability of funds, employees may be permitted to attend one workshop/conference per year (which relates to their employment) with travel reimbursement and no loss of pay.

EVALUATION

An evaluation instrument will be utilized as a positive approach for study after three months of hire, at six months and one year. Evaluation will thereafter be required during the months of May and December.

The employee will be given a copy of any evaluation report prepared by a supervisor and will have the right to discuss the report. The supervisor must confer with any employee whose

service is rated as unsatisfactory in any respect, explain the rating, and plan cooperatively for improvement.

The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

GRIEVANCE PROCEDURE

- A. The aggrieved employee shall discuss the grievance with his/her bargaining representative
- B. If not resolved to the employee's satisfaction by such discussion, the grievance shall be presented orally to the appropriate supervisor of the employee.
- c. If at the end of five (5) work days next following such presentation, the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five work days thereafter, file with the Superintendent of Schools a written statement of the grievance. The Superintendent shall, within five work days thereafter, meet with the employee and his/her bargaining representative in an effort to settle the grievance.
- D. If at the end of fifteen work days next following such presentation to the Superintendent the grievance shall not have been disposed of to the employee's satisfaction, the employee may within five work days thereafter request, in writing, to have the grievance presented to the School Committee.
- E. Nothing herein contained shall be construed as limiting the rights of any member having a grievance from discussing the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

SALARY

The Accountant's salary will be \$39,226.00 in Year 1 and \$40,795.00 in Year 2.

ACCESS TO EMPLOYEE RECORDS

Employees have the right upon request to review the contents of their file with 48-hour notice. no material derogatory to an employee's conduct or service will be placed in his/her personnel file unless the employee has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee will have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

DURATION

This Agreement between the Employer and the Employee entered into on this ___ day of June 2008 and shall continue in full force and effect to June 30, 2008.

-----//Maureen M. Marshall

-----//Michelle Nee

Maureen M. Marshall
Superintendent of Schools

Michelle Nee
Accountant