

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

**CONTRACT OF EMPLOYMENT
EXECUTIVE SECRETARY/OFFICE MANAGER**

THIS AGREEMENT, made as of June 30, 2009, by and between the Superintendent of Schools, hereinafter referred to as “The Superintendent” and Nancy A. Landry, Executive Secretary to the Superintendent, hereinafter referred to as the “Executive Secretary/Office Manager.”

In consideration of the promises herein contained, the parties mutually agree as follows:

ARTICLE I - EFFECTIVE DATE

This Agreement shall be effective as of July 1, 2009, and will continue to be in effect through June 30, 2012, and thereafter annual unless prior to October 15 either the employee or the Superintendent via notice, in writing, to the other of a desire to reopen this Agreement by specifying the Article or Articles to be considered for negotiation.

ARTICLE II – 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.

ARTICLE III – NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The Employee shall not disclose the terms of this Agreement to any third party other than his/her spouse, attorney, or accountant. Further, the Employee acknowledges that during his/her employment he/she will become familiar with all aspects of the Employer’s business and will obtain access to confidential information relating to such business which is important to the way the Employer does business. The Employee understands, agrees, and covenants that such information is valuable and the Employee has no property interest in it. Therefore, the Employee covenants and agrees that during his/her employment with Employer and thereafter, the Employee will not disclose, communicate, or divulge such information to any person employed or not employed by Employer without the expressed permission of his/her supervisor or use such information except as may be necessary to perform his/her duties as an employee under this Agreement. The Employee’s obligations in this Section shall survive the expiration of the Term of this Agreement and/or the termination of Employee’s employment with the Employer for any reason whatsoever and shall apply as long as any such confidential information is not in the public domain.

ARTICLE IV - DISCHARGE, DEMOTION, DISCIPLINARY ACTION

The employee shall only be discharged, demoted or disciplined for valid reason(s). In the event the employee is discharged, demoted or disciplined, he/she shall be given a written statement of the reason(s) prior to such contemplated action. If said employee alleges he/she has been discharged, demoted or disciplined unjustly, he/she may use the grievance procedure contained

herein.

ARTICLE V – TERMINATION

The Employee who resigns in good standing shall receive compensation for earned vacation allowance, provided they have been in continuous service of the district for ten months. Earned vacation with pay shall not be granted any employee who is discharged or suspended for just cause.

ARTICLE VI – POSITION

Employees must notify the Superintendent's Office if they wish to be considered for a position which may be posted while they are on vacation. Final selection of personnel is a function of the Superintendent of Schools.

ARTICLE VII – MEDICAL AND LIFE INSURANCE

For employees who wish to purchase medical and/or life insurance as provided under Chapter 32B of the General Laws of Massachusetts, the North Middlesex Regional School District will pay 65% of the medical premium of the PPO plan and 80% of HMO plans. The District will continue to pay 50% of the life insurance premium. All premium payments will cease with the termination of employment. The employee may elect to participate in the group dental plan with 100% of the premium paid by the employee.

The employee may elect to purchase Long Term Disability in the district plan with 100% of the premium paid by the employee.

ARTICLE VIII – WORKERS' COMPENSATION

An employee who is eligible to receive or is receiving Workers' Compensation shall be permitted to use up his/her accumulated sick leave in one hour segments for the purpose of receiving the difference between what he/she receives under his/her Workers' Compensation and his/her regular weekly salary. The employer, at the employee's election, shall pay him/her the necessary amounts and charge them to his/her unused and accumulated sick leave.

All employees shall be covered by Workers' Compensation at all times while working for the North Middlesex Regional School District.

ARTICLE IX – TRAVEL

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

ARTICLE X – CONFERENCE

Upon approval by the immediate supervisor and the Superintendent of Schools and upon the availability of budgeted funds, the employee shall be permitted to attend "workshop type" conferences with travel reimbursements and no loss of pay.

Conferences must be directly related to an employee's daily work activities with the main intent on improving or upgrading skills.

ARTICLE XI – JURY DUTY

An employee called to serve jury duty will receive his/her normal day's compensation. If jury duty payment is less than the regular pay rate, the District will pay the difference to compensate for a normal day's pay. If an employee is excused from jury duty on a particular day for the full day, it is expected he/she will report to work.

ARTICLE XII – RETIREMENT

All employees, as required by law, shall belong to the Middlesex County Retirement System, and deductions for this purpose will automatically be made from their salary checks.

ARTICLE XIII – RETIREMENT BONUS

After completing fifteen (15) years of employment with the District, the employee shall become eligible for a retirement bonus. This bonus will be in the form of a payment of \$40.00 per day for accrued sick leave days, up to a maximum of fifty (50) days, or a maximum bonus of \$2,000.00, payable upon retirement.

ARTICLE XIV – PAID HOLIDAYS

The Employee shall be paid for the following holidays, and for any other state or federal holiday that may be voted by the School Committee or mandated by state or federal government:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday (when school is not in session)	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	Christmas
Independence Day	

When a legal holiday falls on a Saturday or Sunday, another non-school day will be granted at a time agreeable to the employee and supervisor. This benefit shall apply only to those employees who have worked the schedule "work" day immediately preceding the holiday and the scheduled "work" day immediately following the holiday unless the absence is approved by the Superintendent. For the purpose of this contract, "work" day shall include vacation, personal or bereavement leave. An employee's pay will not be docked unless a negative notation is made on the employee's time slip for the day of absence in question. An employee has the right to appeal such loss of holiday pay to the Superintendent through the grievance procedure.

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.

ARTICLE XV – NON-PAID LEAVE

Leaves of absence without pay, and non-paid vacations may be granted at the discretion of the Superintendent.

Sick leave, if applicable, will remain accumulated without loss on the date leave begins with no further accumulation until the employee returns to work. For a leave of less than ninety (90) working days, employees shall resume their position on the pay scale.

Paid leave for all employees will be based upon the following schedule: day’s leave is intended to mean the length of the employee’s regularly scheduled workday.

ARTICLE XVI – FUNERAL LEAVE

The employee shall be granted up to three 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 or anyone domiciled in the employee’s household.

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

ARTICLE XVII – PERSONAL LEAVE

Three days of personal leave will be granted for each full year, July 1 to June 30. Personal leave is non-cumulative. Such leave is intended only for transactions which cannot be carried out other than during working hours, and must be approved in advance by the Superintendent. Unused personal days shall be credited toward sick leave at the rate of three unused personal days to equal one day of sick leave.

ARTICLE XVIII – VACATION LEAVE

The Employee shall be granted twenty-five (25) vacation days per year. 100% of vacation may be carried over to the following year. The carry-over vacation days will be lost if not used in the next vacation year as credited. All vacation periods are to be approved by the Superintendent of Schools.

ARTICLE XIX – SICK LEAVE

An employee is scheduled to work 260 days per year.

Date of hire to start of first full year (July 1)	1/1/4 days for each full month
Each full year July 1 to June 30	15 regular days
	5 extended days

Sick leave may be taken during the year it is earned on a prorated basis. If an employee does not have sufficient unused accumulated sick leave time to adequately cover an illness, he/she may not be paid for days in advance of earning without the approval of the Superintendent. Sick leave is cumulative to a maximum of 120 days.

In addition to the sick leave aforementioned, from the start of the 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. A 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 the employee's absence, and required medical examinations.

In the event that an employee in good standing is terminated in the District, payment of accumulated unused sick leave shall be made as follows:

The employee shall be paid \$60.00 for each day surrendered to a maximum of \$3,000.00

ARTICLE XX - 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 department head and the School Committee for a period not to exceed six months without payment.

ARTICLE XXI - SMALL NECESSITIES ACT

In accordance with The Small Necessities Act Chapter 149: Section 52D of FMLA the employee shall be entitled to a total of 24 hours of leave during any 12-month period, in addition to leave available under the FMLA, to:

- (a) 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;
- (b) accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- (c) accompany an elderly relative of the employee to routine medical or dental

appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

The district may require the employee to substitute any of the accrued paid vacation leave, personal leave, or medical or sick leave on record. The district is not required to provide paid sick leave or paid medical leave in any situation in which it would not normally provide any such paid leave. Leave under this section may be taken intermittently or on a reduced leave schedule.

If the necessity for leave under this section is foreseeable, the employee shall provide the district with not less than seven days' notice before the date the leave is to begin. If the necessity for leave is not foreseeable, the employee shall provide such notice as is practicable. The district may require that a request for leave under this section be supported by a certification of the reason for this request or use of SNA leave.

Such time will be charged to personal or vacation time.

ARTICLE XXII – 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 month of May.

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 an 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.

ARTICLE XXIII – GRIEVANCE PROCEDURE

- A. The aggrieved employee shall present the grievance within five (5) days to his/her supervisor.
- B. If at the end of five 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 a written statement of the grievance. The Superintendent shall, within five work days thereafter, meet the employee and his/her bargaining representative in an effort to settle the grievance.
- C. 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.
- D. 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.

ARTICLE XXIV – WORK YEAR

The employee will work 12 months a year.

ARTICLE XXV – SALARY

The Executive Secretary/Office Manager’s salary will be as follows:

2009-10	\$59,168.00
2010-11	TBD
2011-12	TBD

The employee is eligible to receive a recommendation for a merit bonus.

ARTICLE XXVI – EARLY RETIREMENT INCENTIVE

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

- A. The employee must have worked for at least twenty (20) years in the NMRSD to be eligible to apply.
- B. 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.
- C. 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 secretarial union hiring level salary for that same year.

Age 50-54	80%
Age 55	100%
Age 56-60	70%
Age 61-62	60%
- D. It is understood that the giving notice of intent to retire pursuant to this provision is irrevocable, and the employee giving notice shall be required to retire at the conclusion of the school year in which the notice of intent to retire is given.
- E. 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.
- F. 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.

ARTICLE XXVII –CHANGES

Any change(s) in the Agreement may only be made in a written statement after a meeting between the Superintendent and the Executive Secretary/Office Manager and only if mutually agreeable to both parties.

ARTICLE XXVIII – NEW BENEFITS

The Executive Secretary/Office Manager will be included in any beneficial conditions granted to the Management Secretaries or Secretarial/Clerical Unit.

Agreement to the Executive Secretary/Office Manager's contract will not preclude or invalidate any provisions not included therein, which were previously granted to a clerical worker.

IN WITNESS WHEREOF, the parties to this contract have caused these presents to be executed by their agents hereunto duly authorized, and their seal to be affixed hereto as of this date.

-----//Maureen M. Marshall

-----//Nancy A. Landry

Maureen M. Marshall
Superintendent of Schools

Nancy A. Landry
Executive Secretary/Office Manger

Date

Date