

DOUGLAS PUBLIC SCHOOLS

EMPLOYEE BENEFITS MANUAL

Adopted: November 18, 2009

I. SCOPE

This Employee Benefits Manual describes the benefits of employment with the Douglas Public Schools ("District"). The benefits described in this Employee Benefits Manual may be changed, amended or discontinued by the School Committee at any time unless otherwise restricted or prohibited by law. This Employee Benefits Manual applies to all non-union and non-contract employees of the District, except temporary, casual employees or employees regularly scheduled to work less than twenty (20) hours per week.

II. NON-DISCRIMINATION

Section 1. The District will not discriminate against employees based on gender, sexual orientation as defined by law, age as defined by law, race, color, religion, handicap, national origin, or genetic information or any other legally-protected classification.

Section 2. The District is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which includes providing reasonable accommodations. In general, it is your responsibility to notify the Superintendent of the need for an accommodation. The Superintendent may ask you for input on the type of accommodation you believe may be necessary, or the functional limitations caused by your disability. Also, when appropriate, the District may require additional information from your physician or other medical provider. Matters relating to reasonable accommodations are not subject to the Grievance Procedure set forth below in Section XVI.

Section 3. It is the District's policy to prohibit sexual harassment and harassment based on protected-class status of any employee by another employee, official, contractor or vendor. The purpose of this policy is to ensure that no employee is subjected to sexual harassment or harassment based on protected-class status in the workplace. Such harassment of an employee will not be tolerated. There will be no adverse action taken against employees who report violations of this policy or participate in the investigation of such violations.

The District issues separate Sexual Harassment and Protected-Class Harassment Policies to each new employee and to all existing employees each year. Employees must review the policy and return the signed and dated signature page.

III. EMPLOYMENT STATUS AND WORK SCHEDULE

Section 1. The District employs its employees on an at-will basis. This means that you or the District may terminate your employment without cause and without notice at any time. If you decide to resign your position, the District asks that you extend the professional courtesy of providing at least two (2) weeks notice.

Section 2. Employees who are regularly scheduled to work thirty (30) or more hours per week will be considered to be full-time employees.

Section 3. Employees who are regularly scheduled to work less than thirty (30) hours per week will be considered to be regular part-time employees.

Section 4. Employees who are regularly scheduled to work less than twenty (20) hours per week will be considered to be regular part-time employees who are not entitled to benefits listed in the Employees Benefit manual.

Section 5. Employees shall be categorized as either "calendar year employees" or "academic year employees" based upon the work year established by the District. The District shall determine each employee's work year and work schedule. Generally, academic year employees are those employees regularly scheduled to work less than a 12 month year.

IV. COMPENSATION

Section 1. Employees will be paid in accordance with Addendum A to this Employee Benefits Manual.

Section 2. Calendar year employees who have completed fifteen (15) years of employment with the District shall receive a longevity payment of \$500 per year, to be first paid in the sixteenth year of employment. Calendar year employees who have completed twenty (20) years of employment with the District shall receive a longevity payment of \$1,000 per year, to be first paid in the twenty first year of employment. Calendar year employees who have completed twenty-five (25) years of employment with the District shall receive a longevity payment of \$1,500 per year, to be first paid in the twenty-sixth year of employment.

Academic year employees who have completed fifteen (15) years of employment with the District shall receive a longevity payment of \$350 per year, to be first paid in the sixteenth year of employment. School year employees who have completed twenty (20) years of employment with the District shall receive a longevity payment of \$700 per year, to be first paid in the twenty first year of employment. School year employees who have completed twenty-five (25) years of employment with the District shall receive a longevity payment of \$1,050 per year, to be first paid in the twenty-sixth year of employment.

Section 3. Hourly employees will be paid one and one-half (1 1/2) times their regular rate for hours worked in excess of forty (40) per week as required by law. Overtime must be authorized in writing by the individual's immediate supervisor.

Section 4. Employees will be paid in one-quarter (1/4) hour increments or in such shorter time increments if the District so determines. Employees must punch in (or sign in if a time clock is not provided) upon each arrival to and punch out (or sign out) upon each departure from the building to document hours worked.

V. PAID LEAVES OF ABSENCE

Section 1. Vacation Leave

Only full-time calendar year employees regularly scheduled to work for more than twenty (20) hours per week will be eligible for vacation leave.

Full-time calendar year employees regularly scheduled to work less than forty (40) hours per week shall receive vacation leave on a prorated basis.

Full-time calendar year employees hired between July and December will be granted three (3) days Vacation Leave after completing three (3) full months of employment to be used by June 30th of the coming year.

Full-time calendar year employees hired between January and June will be granted five (5) days Vacation Leave after completing three (3) full months of employment to be used by June 30th of the coming year.

Employees shall be granted vacation leave as follows:

Full-time calendar year employees who have worked for the District for at least two (2) years, but less than five (5) years as of July 1, shall receive ten (10) days per year.

Full-time calendar year employees who have worked for the District for at least five (5) years, but less than ten (10) years as of July 1, shall receive fifteen (15) days per year.

Full-time calendar year employees who have worked for the District for ten (10) years or more years shall receive twenty (20) days per year.

Full-time calendar year employees who have worked for the District for twenty (20) years or more years shall receive twenty five (25) days per year.

All employees must use vacation leave during the school vacation periods unless alternative vacation leave has been approved in advance by their immediate supervisor.

Vacation time may not be carried over from year to year. However, if an employee is denied a vacation request during the year, she/he may apply in writing to the Superintendent for permission to carry over one (1) week of vacation into the following year. If approved by the Superintendent, the carried over time must be used in that year or it will be lost.

Employees shall be compensated for all accrued, but unused, vacation leave upon separation from employment to the extent required by law.

Section 2. Holiday Leave

All full-time employees shall be eligible for paid holiday leave as stated below at the rate equal to the number of hours the employee is regularly scheduled to work on the day of the week the holiday is observed times the employee's base hourly rate.

The District observes the following holidays unless school is in session:

New Year's Day
Martin Luther King Day
Presidents' Day
Patriots' Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas Day
Christmas Day

Full-time calendar year employees shall receive holiday pay for all of the above holidays unless school is in session.

Full-time academic year employees shall receive paid holiday leave for New Year's Day, Memorial Day, Thanksgiving Day and Christmas Day only (unless school is in session).

In order to receive paid holiday leave, an employee must work or be on approved vacation leave his/her regularly scheduled day before and regularly scheduled day after the holiday. The Superintendent or his/her designee may waive the requirements of this paragraph.

Section 3. Sick Leave

Full-time calendar year employees shall accrue one and one quarter (1.25) days of sick leave per month to a maximum of fifteen (15) days per year. Full-time academic year employees shall accrue one (1.0) day of sick leave per month to a maximum of ten (10) days per year. Full-time employees regularly scheduled to work less than forty (40) hours per week shall accrue sick leave on a prorated basis. Sick leave will not be available for use until the month following the accrual.

An employee requesting the use of a sick day will make every reasonable effort to speak with the building administrator or his/her designee at least two (2) hours prior to the start of the employee's work day in order to allow the district to obtain coverage.

A doctor's note shall be presented for any absence if requested by the Building Principal or Superintendent. The Building Principal or Superintendent may also require that the employee present a certificate of fitness before the employee is permitted to return to work.

Unused sick leave days may be accumulated from year to year. Full-time calendar year employees may accumulate sick leave to a maximum of one hundred twenty five (125) days. Full-time academic year employees may accumulate sick leave to a maximum of ninety (90) days.

Section 4. Bereavement

All full-time and regular part-time employees shall be eligible for bereavement leave. If an employee is regularly scheduled to work fewer than five (5) days per week, said employee shall only be entitled to a prorated number of days of bereavement leave.

A five (5) day leave shall be allowed without loss of pay for any period of consecutive days to include the day of the funeral or other similar ceremony, and days immediately before or

after the day of the funeral or funerals, in the event of death in the "immediate family." Immediate family is defined as spouse, child, parent, brother, sister. Immediate family shall include step-relations and foster children.

A three (3) day leave shall be allowed without loss of pay for any period of consecutive days, to include the day of the funeral or other similar ceremony, and days immediately before or after the day of the funeral or funerals in the event of death of a grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in law, or sister-in-law.

A one (1) day leave shall be allowed without loss of pay to allow an employee to attend the funeral of an aunt, uncle or cousin.

Additional days may be granted by the Principal with the approval of the Superintendent. Bereavement leave shall not accumulate from year to year. Bereavement pay shall not be in addition to vacation or holiday pay.

Section 5. Personal Leave

All full-time and regular part-time employees shall be eligible for Personal Leave.

Full-time calendar year employees may be granted up to three (3) days leave of absence per year for personal matters, which require absence during work hours.

Full-time academic year employees may be granted one (1) day leave of absence per year for personal matters, which require absence during work hours.

A request for personal leave must be made to employee's immediate supervisor at least five (5) days before taking such leave, except in case of emergency as determined by the Principal or Superintendent.

Personal leave will not accumulate from year to year.

Section 6. Jury Duty

All employees shall be eligible for jury duty leave.

An employee who shall be required to serve on a jury on days s/he is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his/her base wages for the first three days, or a part thereof, of such juror service, at his/her regular straight time rate.

Any employee reporting to jury duty and released or dismissed from jury duty are expected to report for the remainder of their shift.

An employee seeking compensation in accordance with this section shall notify his/her direct supervisor and the Business Manager after receipt of the notice of selection for jury duty, and shall furnish a written statement to the District showing dates of juror service, time served, and amount of juror compensation received.

VI. OTHERS LEAVES OF ABSENCE

Section 1. Upon written request, leave of absence without pay may be granted by the Principal, subject to the approval of the Superintendent of Schools. All requests for extensions or renewals of leaves other than sick leave will be applied for in writing and, if approved, granted in writing.

Section 2. Maternity Leave

All full-time employees are eligible for maternity leave in accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.

A leave request should be processed through the office of the Principal and copied to the Superintendent's Office at least two (2) weeks prior to the anticipated date of departure along with the employee's notice of intent to return.

Section 3. Military Leave

All employees are entitled to military leave.

All employees who are members of a reserve military force who are ordered to attend military training or to perform other military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any fiscal year.

The District shall pay an employee on military leave for training the difference between any pay received for such military duty and the employee's regular hours and base rate of pay for up to seventeen (17) days in any fiscal year in accordance with Section 59 of Chapter 33 of the Massachusetts General Laws.

Employees called to active military service will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 4. Family and Medical Leave Act

The District shall provide Family and Medical leave in accordance with the Family and Medical Leave Act (FMLA) and the District's FMLA Policy.

Section 5. Small Necessities Leave Act

The District shall provide Family and Medical leave in accordance with the provided leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, §52D (SNLA) and the District's SNLA Policy.

Section 6. Responsibilities Regarding Leaves

During any approved unpaid leaves, the employee is responsible for full cost of any benefits to which s/he wishes to subscribe unless otherwise required by law.

VII. INSURANCE PLAN

Section 1. The District will provide health insurance in accordance with Chapter 32B of the Massachusetts General Laws

Section 2. The District has the right to change health care insurers, providers, plans, premium contribution rates, benefits, physicians and hospital providers.

VIII. BULLETIN BOARD

Bulletin boards may be used to communicate information to employees. The official bulletin boards are located throughout the District at convenient places. No material may be posted on the bulletin boards or on any other place on the District premises unless previously authorized by the Superintendent, or his/her designee, unless otherwise permitted by District policy.

IX. SOLICITATION/DISTRIBUTION

Solicitation and distribution of literature will follow the School Committee's policies as listed in the School Committee Policy Manual. Solicitation of employees is prohibited while on working time. Distribution of literature, including handbills, in working areas is prohibited at all times. Solicitation or distribution of literature by non-employees on District premises is prohibited at all times.

X. MILEAGE REIMBURSEMENT

Mileage will be paid to employees on official business, approved in advance by the Principal, at a rate consistent with that allowed for business mileage on Internal Revenue Service Form 2106, plus tolls.

XI. POSTING

Notice of all vacancies will be posted in a designated area.

XII. PERSONNEL FILE

If material derogatory or commendatory to an employees' conduct, service, character or personality is placed in the personnel file, the employee shall be provided a copy of such material. Employees may have placed in their personnel file a written response to any document placed in their personnel file by the District.

XIII. ATTIRE

All employees will report to work in neat and professional attire.

XIV. DRUGS AND ALCOHOL

Employees may not show up for work or at any District-sponsored event under the influence of alcohol or any controlled substance. Violation of this provision may constitute

grounds for disciplinary action up to and including dismissal. Further, employees may not consume, use or possess alcohol or any controlled substance on the District's premises or at any District sponsored event.

XV. SAFETY IN THE WORKPLACE

In the unfortunate occurrence of an accident in the workplace, employees must report the accident to a supervisor immediately. Working safety is a requirement for all employees. The District provides Workers' Compensation insurance for all employees.

Employees must also immediately submit a written report to the Superintendent of any incident of assault/battery suffered against them or another employee in connection with their employment.

XVI. GRIEVANCES

Section 1. A "grievance" is an actual dispute arising as a result of the application or interpretation of one or more express terms of this Employee Benefits Manual.

Section 2. The District has established this grievance procedure to facilitate the prompt resolution of disputes.

Section 3. A "day" is defined to mean a workday. "Workdays" are defined as all days on which the administrative offices of the District are open.

Level One: An employee with a grievance shall present the grievance in writing to his/her immediate supervisor and Building Principal within five (5) days from the day of the event upon which the grievance is based or the day the employee should first have reasonably known of the event upon which the grievance is based. The Building Principal and/or immediate supervisor shall meet with the employee within seven (7) days, unless agreed otherwise by both parties, in an attempt to resolve the grievance.

Level Two: If the grievance has not been resolved to the satisfaction of the employee at Level One, the employee may, within ten (10) days, submit the grievance in writing to the Superintendent who shall meet with the employee within seven (7) days, unless agreed otherwise by both parties, in an effort to resolve the grievance.

Level Three: If the grievance has not been resolved to the employee's satisfaction at Level Two, the employee may, within ten (10) days after the Level Two meeting, notify the Superintendent in writing of his/her desire to have the grievance presented to the School Committee. If the nature of the grievance is within the authority of the School Committee to resolve and if the School Committee so chooses, in its sole discretion, the School Committee may schedule a meeting at which the employee may present his/her grievance. If the School Committee schedules such a meeting, the decision of the School Committee is final and binding. If the School Committee does not schedule such a meeting, the decision of the Superintendent shall be final and binding.

Section 4. The employee's failure to file the grievance at any Level within the appropriate time limit shall result in the grievance being barred. If, due to extenuating circumstance an employee desires to file a grievance outside the parameters of this procedure the employee must seek a waiver of the requirements of the procedure from the School Committee in an open session, unless justification for extension of the time limits would dictate the necessity for an executive session. The Committee would only rule on the extension of the time period, not on the merits of the grievance itself.

RECEIPT OF EMPLOYEE BENEFITS MANUAL

I, _____, have this day received a copy of the Douglas Public School's Employee Benefits Manual. I understand that I am responsible for reading the personnel policies and practices described within it. I understand that these guidelines replace any and all prior policies and practices of the District.

I agree to abide by these policies and procedures. I understand that these policies and benefits may be added to, deleted or changed by the School Committee at any time. I understand that I am an employee at-will and that neither this Employee Benefits Manual nor any other written or verbal communications by a District representative creates a contract of employment.

If I have questions regarding the content or interpretation of these guidelines, I will bring them to the attention of my supervisor.

Employee Signature

Employee Name (please print)

Date: _____

I.

ADOPTED BY:

DOUGLAS PUBLIC SCHOOLS

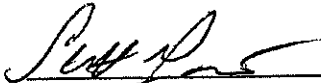
SCHOOL COMMITTEE

Shirley Downs, Chairperson



Michael Belleville, Vice-Chairman

Leslie Breault, Secretary



Scott Yacino



Sarah McConnell

Date: November 18, 2009

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**Douglas Public Schools
Paraprofessionals, ABA Therapists
FY 2018 Proposed Hourly Rate Schedule - School Committee Meeting - June 7, 2017**

**Paraprofessional
(Degree)**

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
				1.00%	1.00%	0.50%	1.75%	1.00%
Step 1	\$12.04	\$12.22	\$12.40	\$12.53	\$12.65	12.72	12.94	13.07
Step 2	\$12.68	\$12.87	\$13.06	\$13.19	\$13.33	13.39	13.63	13.77
Step 3	\$13.35	\$13.55	\$13.75	\$13.89	\$14.03	14.10	14.35	14.49

**Paraprofessional
(Non-Degree)**

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
				1.00%	1.00%	0.50%	1.75%	1.00%
Step 1	\$10.69	\$10.85	\$11.01	\$11.12	\$11.23	11.29	11.49	11.60
Step 2	\$11.35	\$11.52	\$11.69	\$11.81	\$11.93	11.99	12.20	12.32
Step 3	\$12.04	\$12.22	\$12.40	\$12.53	\$12.65	12.72	12.94	13.07

**ABA Therapist
(Degree)**

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
				1.00%	1.00%	0.50%	1.75%	1.00%
Step 1	\$17.37	\$17.63	\$17.89	\$18.07	\$18.25	18.35	18.67	18.86
Step 2	\$18.71	\$18.99	\$19.27	\$19.47	\$19.66	19.76	20.11	20.31
Step 3	\$20.05	\$20.35	\$20.66	\$20.86	\$21.07	21.18	21.55	21.77

**ABA Therapist
(Non-Degree)**

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
				1.00%	1.00%	0.50%	1.75%	1.00%
Step 1	\$13.35	\$13.55	\$13.75	\$13.89	\$14.03	14.10	14.35	14.49
Step 2	\$14.69	\$14.91	\$15.13	\$15.28	\$15.44	15.52	15.79	15.95
Step 3	\$16.04	\$16.28	\$16.52	\$16.69	\$16.86	16.94	17.24	17.41

Note: FY 2016 .50%, with no step increase. FY 2016 only - additional 2 personal days.

**Douglas Public Schools
Secretaries and Bookkeepers**

FY 2018 Proposed Hourly Rate Schedule - School Committee Meeting - June 7, 2017

Secretarial/Business Office

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY2016	FY 2017	FY 2018
				1.00%	1.00%	0.50%	1.75%	1.00%
Step 1	\$18.60	\$18.88	\$19.16	\$19.35	\$19.55	19.65	19.99	20.19
Step 2	\$19.16	\$19.45	\$19.74	\$19.94	\$20.14	20.24	20.59	20.80
Step 3	\$19.74	\$20.04	\$20.34	\$20.54	\$20.75	20.85	21.22	21.43

Bookkeeper/Business Office

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY2016	FY 2017	FY 2018
				1.00%	1.00%	0.50%	1.75%	1.00%
Step 1	\$20.01	\$20.31	\$20.61	\$20.82	\$21.03	21.13	21.50	21.72
Step 2	\$20.60	\$20.91	\$21.22	\$21.44	\$21.65	21.76	22.14	22.36
Step 3	\$21.23	\$21.55	\$21.87	\$22.09	\$22.31	22.42	22.82	23.05

**Secretarial
(Full Year)**

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY2016	FY 2017	FY 2018
				1.00%	1.00%	0.50%	1.75%	1.00%
Step 1	\$17.04	\$17.30	\$17.56	\$17.74	\$17.91	18.00	18.32	18.50
Step 2	\$18.60	\$18.88	\$19.16	\$19.35	\$19.55	19.65	19.99	20.19
Step 3	\$19.32	\$19.61	\$19.90	\$20.10	\$20.30	20.41	20.76	20.97

**Secretarial / Clerk
(School Year)**

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY2016	FY 2017	FY 2018
				1.00%	1.00%	0.50%	1.75%	1.00%
Step 1	\$15.46	\$15.69	\$15.93	\$16.08	\$16.25	16.33	16.61	16.78
Step 2	\$16.08	\$16.32	\$16.56	\$16.73	\$16.90	16.98	17.28	17.45
Step 3	\$16.72	\$16.97	\$17.22	\$17.40	\$17.57	17.66	17.97	18.15

Note: FY 2016 approved .50%, with no step increase. FY 2016 only - additional 2 personal days.

**Douglas Public Schools
Tutors & Substitutes**

FY 2018 Proposed Rate Schedule - School Committee Meeting - June 7, 2017

Tutors - Hourly Rate

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Bachelor's Degree	\$15.00	\$15.00	\$15.00	\$15.00	\$20.00	\$20.00	\$20.00	\$20.00
Master's Degree	\$20.00	\$20.00	\$20.00	\$20.00	\$25.00	\$25.00	\$25.00	\$25.00

Substitutes - Daily Rate

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	N/A	N/A	N/A
Teacher - Day to Day	\$70.00	\$70.00	\$70.00	\$70.00	\$85.00	N/A	N/A	N/A
Teacher - Long Term	\$100.00	\$100.00	\$100.00	\$100.00	\$115.00	N/A	N/A	N/A
Nurse	\$75.00	\$75.00	\$75.00	\$75.00	\$90.00	N/A	N/A	N/A

September 3, 2014 SC approved the following changes regarding Substitute Daily Rates:

	FY 2015	FY 2016	FY 2017	FY 2018
Teacher - Day to Day (1 - 30 Days)	\$85.00	\$85.00	\$85.00	\$85.00
Teacher - Long Term (31 - 60 Days)	\$100.00	\$100.00	\$100.00	\$100.00
Teacher - Long Term (61 + Days)	\$115.00	\$115.00	\$115.00	\$115.00

October 8, 2014 SC approved the following additional Substitute Categories and Hourly Rates:

	FY 2015	FY 2016	FY 2017	FY 2018
School Secretary Substitute	\$11.00	\$11.00	\$11.00	\$11.00
Paraprofessional Substitute	\$11.00	\$11.00	\$11.00	\$11.00
ABA Therapist Substitute	\$12.00	\$12.00	\$12.00	\$12.00

February 11, 2015 SC approved the following change in Nurse Sub rate:

	FY 2015	FY 2016	FY 2017	FY 2018
Nurse Sub	\$140.00	\$140.00	\$140.00	\$140.00