



Valerio
Dominello &
Hillman, LLC



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Elizabeth B. Valerio, Esq.

Elizabeth.Valerio@VDHBoston.com

Nicholas J. Dominello, Esq.

Nicholas.Dominello@VDHBoston.com

VDHBoston.com



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Agenda

I. Employee Speech –

What is Permissible in the School Building and What is Not

II. Leaves –

Navigating the Maze of Leaves and Accommodations



Employee Speech

What is Permissible in the School Building
and
What is Not

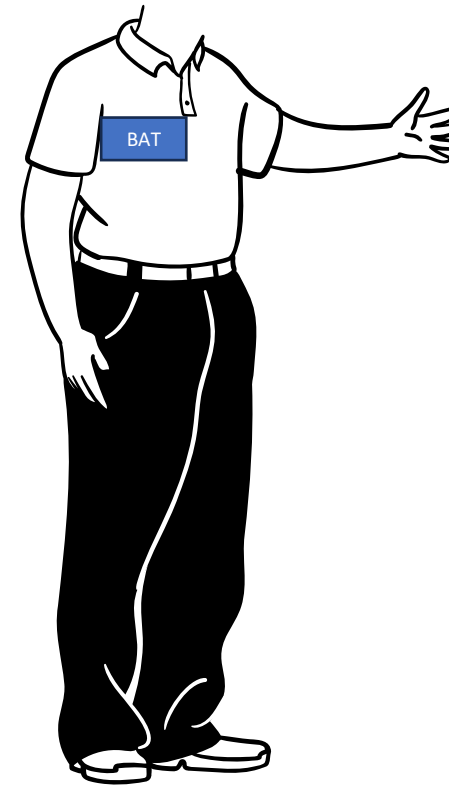


Union Related Speech



Union Pins on Employee Clothing

- The Massachusetts courts and the DLR have imported into chapter GL c. 150E a rule established by the NLRB and the Supreme Court in the *Republic Aviation* case during World War II under the NLRA.
- Employees have the right to wear union pins, badges, and personal apparel in the workplace, subject to some narrow exceptions that must be proven by the employer and are usually limited to unusual circumstance (such as a hospital setting where this conduct could disturb patients).





Union Pins on Employee Clothing

- Generally Permissible for Employees to Wear in the Workplace:
 - Union Pins
 - Union Badges
 - Clothing with Union Logo
 - (t-shirt, sweatshirt, or other clothing item assuming it conforms with dress standards)





Union Posters (In the Building)

- Currently, there is a case pending in the DLR where the union claims that the right to wear pins, etc. extends to the right to post union signs in classroom windows.
- Because that case has not yet been decided, the information provided here is subject to that caveat.





Union Posters (In the Building)

- An essential overarching issue is what the school district has allowed to be posted in the building in the past, and where, by union members or by other outside/private groups.
- If the school district has opened up a space to posting signs by employees or groups that are not school/education related, it cannot discriminate against the posting of union signs.
- That applies to any space in the building.





Union Posters (In the Building)

- No Massachusetts case has yet extended the right to wear pins and personal apparel to posting union signs in school buildings (i.e., using the District buildings as billboards).
- In 2003 the NLRB dismissed a case under the federal law in which the union claimed that the right in *Republic Aviation* extends to posting signs in the workplace. We are aware of only one case from another jurisdiction with public sector collective bargaining that has equated the two rights, but even that Wisconsin decision expressly **did not** extend the right to posting union signs in classroom windows.
- If the school has restricted signage in classrooms to education/instruction/school related material, the School Committee's core managerial authority over curriculum should prevent a union from insisting on posting signs in classrooms.



Union Posters (In the Building)

- Union members may post union signs in locations available for that, such as:
 - designated bulletin board,
 - union meeting room, or
 - break room, and
 - any place where employees have been allowed to put up other personal messages.
- **[BE SURE TO CHECK THE CBA!]**



Posters (In the Building)

- Political Speech (from employees/union or the employer) is prohibited under the MA ethics law (GL c. 268A).
- Employers and employees need to be careful about what is said/published about topics such as overrides using public spaces and resources.



Union Posters (On/In Personal Vehicle)

- Union members can post union signs in their personal vehicles.
- The NLRB has extended this right under the federal law to a parking lot provided by the employer if the lot is not used as a workspace by employees.





Rules Regarding Pamphlets

- The DLR has indicated that union members have the right to distribute leaflets outside the building and outside of regular work hours is protected activity under chapter 150E.
- For information picketing and leafletting employees cannot create a hazard.
- Consider:
 - Safety of students and staff
 - Obstructions

Use of Class Time to Talk About Current Negotiations (Current Events, etc.)

- Employees should not be using class time and student learning time to discuss current negotiations (or other union business).

Use of Class Time to Talk About Current Negotiations (Current Events, etc.)

- Nothing in any decisions under GL c. 150E suggests that union members may use instruction/teaching/learning time to address union issues.
- This should be a matter of the School Committee's core managerial right to control curriculum and instruction.
- It is worth noting that any individual teacher's claim of a First Amendment right should be barred by the Supreme Court doctrine that a public employee has no First Amendment protection when the speech occurs in the course of performing their duties.

General Speech

Flags and Banners

- The rules and considerations stem from the Supreme Court’s 2022 decision in *Shurtleff v. City of Boston*.
 - A governmental unit such as a school district risks being liable for viewpoint discrimination under the First Amendment when it allows flags or banners by some people to be displayed but then bars others.
 - The exception is where the display represents “government speech”, i.e., the school district expressing its own views on a matter.
 - While this can occur through the school district allowing others to put up the display, it must be clear that the school district has directly shaped the content.

Flags and Banners

- One federal court case applying *Shurtleff* has ruled that BLM posters put up by teachers were “government speech” because, even though the teachers were allowed to decide to put up the displays, the content, design, and message were the result of a school district review process that resulted in district approval of the posters and their content.
- School districts must be careful to control the process and to play a significant role in the content so that the display reflects the school district’s views. Otherwise, under *Shurtleff* the display is not insulated as “government speech” and could be found to be private speech by employees or others, meaning that members of the public may be able to claim a First Amendment right to have their own messages displayed in school buildings.

Flags and Banners

- So long as the display is “government speech” and clearly reflects the School District’s own school values, it should not matter where in the building it is displayed.
- When flags are involved, it is important to also remember that a Massachusetts statute, G.L. c. 264, sec. 8 makes it a criminal violation to display a foreign nation’s flag on the outside of a school building.
- While this may or may not extend to the inside of a building the display of any such flag would still at a minimum be subject to the “government speech” test.

Flags Policy of the Best School Committee

DISPLAY OF FLAGS, BANNERS, AND SYMBOLIC DISPLAYS

The BEST SCHOOL COMMITTEE, as the governing and policy-making body of the BEST PUBLIC SCHOOLS, has the sole authority to determine that flags, banners, and similar symbolic displays on school district property reflect the mission, vision, and values of the school district and constitute the school district's government speech. The School Committee has therefore adopted this Policy which is subject to the following rules.

1. Flags that have official legal status – the United States flag, the Massachusetts State flag, the POW/MIA flag, and the Town flag – shall be displayed on school district property. The school district shall also comply with the relevant provisions of G.L. c. 264, §8.
2. In addition, flags, banners, and similar symbolic displays that reflect the school district's mission, vision, and values, as determined by the School Committee in its sole discretion, shall be displayed at such times and locations on school district property as the School Committee or its designee shall determine.
3. The School Committee will not accept requests from any third-party to display flags, banners, or symbolic displays. The School Committee may consider suggestions from members of the school community.



Hypotheticals

Hypothetical #1

Mr. Schrute is a 3rd grade PTS teacher in the Simpleton Public Schools. He is very active in the Simpleton Educators Association, serving as its Assistant to the President.

On the first day of the school year, Mr. Schrute shows up wearing a large badge (12 in. by 12 in.) that reads “We Support Simpleton Educators”.

The badge is very large and covers most of Mr. Schrute’s chest. He wears it throughout his entire workday.

Is wearing the badge protected activity? Why or why not?

What if the badge read: “Fair raises to the Union Now”?



Hypothetical #2

The Simpleton Public Schools maintains a personnel dress code that includes the following language:

“SPS employees serve as role models for the students and as representatives of the District. Consistent with these roles, all employees are expected to dress in a professional manner. Clothing must be neat, clean, in good repair, and appropriate for on-the-job appearances at all times.”

One day, Mr. Schrute, an active union member, shows up to work wearing a pair of denim overalls that have the Simpleton Education Association logo spray painted on the back. The overalls are covered in dirt and stained with beet juice. Mr. Schrute’s principal, Mr. Scott, asks him to go home and change. Mr. Schrute protests that he has the right to support his union.

Did Mr. Scott violate c. 150E? Why or why not?

What if Mr. Schrute was wearing dress slacks and a clean red t-shirt that said “Support the SEA Union!”?

Hypothetical #3

Mr. Schrute, an active union member, designs a poster promoting the SEA that invites members to serve as silent representatives at negotiations. The poster features the union logo and is printed on a regular 8x10 piece of paper.

Mr. Schrute pins the poster to a staff bulletin board next to posters promoting a colleague's cover band and a charity fun run.

Mr. Schrute did not ask Principal Scott about the poster ahead of time and did not get permission.

Is Mr. Schrute allowed to pin the poster there? Why or why not?



Hypothetical #4

Negotiations for a successor CBA between the Simpleton School Committee and the Simpleton Educators Association stall without much progress. Tensions rise and more teachers wish to show support for the union.

Mr. Schrute, an active union member, hands out posters that say: “**SEA: Fair Contract Now!**” The posters are placed around Simpleton and in supporters’ front yards.

A 10th Grade teacher, Ms. Martin, places one of the posters in her classroom window. That day, Principal Scott tells her to remove the poster.

Ms. Martin says she does not understand why the union poster is not allowed even though she was allowed to place a personal poster in her classroom. The personal poster features a cat hanging from a tree branch with the phrase “Hang In There” written below it.

Is it a c. 150E violation to force Ms. Martin to remove the poster?

Hypothetical #5

Ms. Martin , an active union member goes to Mr. Schrute, another active union member, and gets a union bumper sticker for her car.

The sticker reads: **“Support the SEA!”**

She puts the sticker on her car and parks in the staff parking lot everyday.

Is Ms. Martin still allowed to park in the staff parking lot?

What if the sticker read:

“SEA ON STRIKE EFFECTIVE APRIL 1, 2024!”

What if the stickers reading **“Support the SEA!” were stuck on the outside of the school building and on the hallways of the school?**



Hypothetical #6

A school bus driver, Mr. Malone, is aware that teachers are placing stickers on their personal vehicles.

Out of solidarity he places a bumper sticker on a school-owned van that is used to transport students.

The sticker reads: “Support the SEA!”

Did Mr. Malone engage in protected activity?

Hypothetical #7

At the beginning of one of Ms. Martin's 10th Grade English classes, one of her students asks her why her union poster is no longer hanging in her window. Ms. Martin decides to spend the first 15 minutes of class time detailing the union's negotiations with the Simpleton Public Schools and promoting union rights including a lesson plan about percent increases vs. flat dollar amount increases and the pros and cons of both.

One of her students tells Principal Scott about how the class time was spent, and Ms. Martin confirms this when asked about it.

Mr. Scott tells Ms. Martin that she cannot spend class time talking about the Union. Ms. Martin says it is her First Amendment right.

Did Mr. Scott violate any of Ms. Martin's rights?



Hypothetical #8

On a sunny Sunday afternoon in Simpleton, Mr. Schrute, an active union member, spends his morning at a farmer's market selling his locally-grown beets. While there, Mr. Schrute passes out posters and literature about the SEA and its goals for negotiations.

A student of his and the student's parents notice Mr. Schrute's stand and stop by to say hello. While there, Mr. Schrute hands them pamphlets about the union and a yard sign. He tells them all about negotiations.

Can Mr. Schrute talk to the student about the union?

Hypothetical #9

Mr. Schrute's brother, Mose, is running for state senate and Mr. Schrute asks to put a banner above his classroom door promoting his election campaign. Knowing how proud Mr. Schrute is of Mose, Principal Scott allows him to keep the banner up.

Mose's election opponent, Mr. Hudson, has a child who is in Mr. Schrute's class. While picking up his child, Mr. Hudson notices the banner. He goes to Mr. Scott and demands to be able to put up his own banner in the school promoting his reelection.

Mr. Scott refuses and Mr. Hudson accuses the school of viewpoint discrimination in violation of the First Amendment.

Did the school violate the First Amendment? Why or why not?

What if Mr. Schrute wants to hang a poster advocating for the upcoming override to pass?



Navigating the Maze of Leaves and Accommodations

Confusion with Massachusetts Paid Family and Medical Leave (PFML)

- The Massachusetts Paid Family and Medical Leave Act **DOES NOT APPLY** to municipalities unless they opt in.
- School Committees do not have the authority to opt in, municipality must do so.



Family Medical Leave Act (FMLA)

Employee Eligibility



Worked at least 12 months



Have at least 1,250 hours of service during the 12 months before leave begins



Employed at a work site with 50 employees within 75 miles

FMLA Eligibility Requirements



FULL-TIME TEACHERS ARE PRESUMED
TO WORK 1,250 HOURS PER YEAR TO QUALIFY FOR THE
FMLA



MANY
PARAPROFESSIONALS DO
NOT QUALIFY FOR FMLA
AS THEY DO NOT WORK
1,250 HOURS AND DO
NOT HAVE THE SAME
STATUTORY
PRESUMPTION



Reducing FMLA Eligibility Requirements

- Teachers are presumed to work 1,250 hours per year to qualify for the FMLA
- Many paraprofessionals do not qualify for FMLA as they do not work 1,250 hours and do not have the same statutory presumption
- Unions have requested to reduce the 1,250-hour requirement to 1,000 (or other amount) and memorialize that in the parties' CBA

Qualifying Leave Reasons

- Eligible employees may take up to 12 weeks of unpaid, job-protected leave:
 - The birth of a child or placement of a child for adoption or foster care;
 - To bond with a child (leave must be taken within one year of the child's birth or placement);
 - To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
 - For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job.

Intermittent Leave

Employee is entitled to take an intermittent or reduced schedule leave for:

- Employee's or qualifying family member's serious health condition when the leave is medically necessary

Unless the employer agrees otherwise, leave to bond with a child after the birth or placement must be taken as a continuous block of leave

Bonding leave must be taken within the first year (after birth or adoption)

Intermittent Leave

- Instructional employees are entitled to take intermittent or reduced schedule so long as it does not violate the 80% rule.
- Employers can require an employee to take non-intermittent FMLA or transfer to an alternate position if the employee request to take intermittent leave involving more than 20% of the working days during the period of leave.

Instructional Employees

- Schools may require instructional employee to *extend* leave until end of term, if:
 - Employee leave begins **more than 5 weeks** before the end of term; and employee would return during final 3 weeks of the term;
 - Employee leave begins **during final 5 weeks** of term; and employee would return during final 2 weeks of term; or
 - Employee leave begins **during final 3 weeks** of term, and leave will last more than 5 working days.
- Leave taken during summer vacation – when employee would not need to report to work anyway – does not count against leave entitlement

Employer's Obligations

Public Notice

Post notice of the law in a conspicuous location.

Insurance

Maintain health insurance, provided employee pays their premium.

Restore

Restore the employee to the same or equivalent job and benefits upon return from leave.

Maintain

Maintain records in the employee's medical file (not personnel file).



ADA and Reasonable Accommodations

- Employees have the responsibility to request an accommodation.
- After an employee requests an accommodation, the District must determine if the employee has a disability/handicap entitling the employee to a reasonable accommodation, and if so, the employer must engage in an interactive process with that employee to determine what, if any, reasonable accommodations would enable the employee to perform the essential functions of the employee's position.
- An accommodation is not reasonable if it:
 - Poses a direct threat to the health and safety of employees or students; or
 - Imposes an “undue burden” on the District.
 - Undue burden is defined as an accommodation that creates “significant difficulty”.



Reasonable Accommodation Standards

- An employer is obligated by law to provide a reasonable accommodation for the known disabilities or handicaps of an employee, so that the employee is able to perform the employee's essential job functions.
- An employer need not provide the *best* accommodation available, or the accommodation specifically requested by the employee or the employee's health care provider.
- The employer must provide an accommodation that is effective to achieve the purpose for an employee with a disability.



Leave as a Reasonable Accommodation

- An employer must consider providing unpaid leave to an employee with a disability as a reasonable accommodation if the employee requires it, and so long as it does not create an undue hardship for the employer.
 - This is the case even when an employee has exhausted:
 - Leave provided in the CBA
 - FMLA Leave
 - MPLA Leave



Animals as a Reasonable Accommodation

- It is important to recognize the distinction between service animals and emotional support animals.
- **Service animals**
 - Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability. 28 CFR § 35.104.
- **Emotional support animals (ESA)**
 - An emotional support animal is an animal that is providing emotional support to a person with a disability, living with anxiety, depression, and other mental health conditions. The animal can be any commonly kept domestic animal.
- If an individual requests to bring their animal to work as an accommodation, treat the request as any other reasonable accommodation request.



Different Assignment as a Reasonable Accommodation

- Some employees may request to modify their assignment as a reasonable accommodation (i.e., not lift over 10 lbs.)
 - Modified assignments need to be based on medical evidence and most modest modifications will need to be granted by the employer
- Some employees may request a transfer to an alternate assignment as a reasonable accommodation
 - Transfers may be possible if there is a vacancy (need not necessarily be based on medical evidence or deemed an accommodation).
 - Recent increase in requests for transfers out of certain classrooms (requests have been based in medical sensitivity to children who are alleged to have engaged in physical contact with educator).



Leave and Implications on PTS

Three Categories of Teachers

Non-PTS Teacher < 90 calendar days in the District.



Non-PTS Teacher \geq 90 calendar days in the District.



PTS Teacher

Professional Teacher Status

- MGL c. 71, sec. 41 (tenure)
 - “For the purposes of this section, a teacher, school librarian, school adjustment counselor, school nurse, school social worker or school psychologist who has served in the public schools of a school district for the three previous consecutive school years shall be considered a teacher, and shall be entitled to professional teacher status as provided in section forty-two. The superintendent of said district, upon the recommendation of the principal, may award such status to any teacher who has served in the principal's school for not less than one year or to a teacher who has obtained such status in any other public school district in the commonwealth. A teacher without professional teacher status shall be notified in writing on or before June fifteenth whenever such person is not to be employed for the following school year. Unless such notice is given as herein provided, a teacher without such status shall be deemed to be appointed for the following school year.”

Employee Leave and Professional Teacher Status

- Although the Massachusetts General Laws and relevant case law regarding Professional Teacher Status (PTS) do not provide a direct answer as to the number of days that a teacher must work in a given school year
- Massachusetts law states that a teacher who has served “for the three previous consecutive school years . . . shall be entitled to professional teacher status.” M.G.L. c. 71, § 41.
- The statute, however, does not define a full “school year” for the purposes of PTS eligibility.
- The case law also does not specify the number of necessary days for a teacher to work in a school year for that year to be considered a full school year for purposes of determining PTS.
- In a 1980 decision, the Appeals Court held that a school librarian did not acquire PTS by having severed in the school for a period of three previous consecutive school years when he only worked 160 days in a 182-day school year in the first year of employment. *Fortunato v. King Philip Regional School District Committee*, 10 Mass. App. Ct. 200 (1980).
 - The court noted that the teacher’s service during the school year in question was a substantial period of time in that year, but was considerably less than the period comprising a normal school year, thus it did not constitute the regular and continuous employment that the statute contemplates.

Non-PTS Teacher

< 90 calendar days

- At will employee
- No written notice of dismissal required (but recommended)
- May be entitled to a *Loudermill Name Clearing* hearing prior to dismissal

≥ 90 calendar days

- At will employee
- Written notice of intent to dismiss with reasons and documents (if any)
- Pre-dismissal meeting to review decision and an opportunity to present information pertaining to the basis for the decision and the teacher's status.

Professional Teacher Status

- MGL c. 71, sec. 42 (dismissal)
 - “A teacher who has been teaching in a school system for at least ninety calendar days shall not be dismissed unless he has been furnished with written notice of intent to dismiss and with an explanation of the grounds for the dismissal in sufficient detail to permit the teacher to respond and documents relating to the grounds for dismissal, and, if he so requests, has been given a reasonable opportunity within ten school days after receiving such written notice to review the decision with the principal or superintendent, as the case may be, and to present information pertaining to the basis for the decision and to the teacher's status. The teacher receiving such notice may be represented by an attorney or other representative at such a meeting with the principal or superintendent. Teachers without professional teacher status shall otherwise be deemed employees at will.”

90 Days (Calendar? Working?)

- In February 2024 a Suffolk Superior Court issued an order on an application for stay of an arbitration after the District terminated a non-PTS teacher.
- The District **employed** a non-PTS teacher for a period in excess of 90 calendar days.
- The teacher worked for **85 days** and then was placed on paid admin. leave for several weeks – total of **114 days**.
- The District terminated the teacher with the process attributable to a less than 90 day teacher and did not afford a notice or meeting.
- The Union sought arbitration and the District sought to stay the arbitration.

90 Days (Calendar? Working?)

- The Union conceded that the employee was not entitled to arbitration of the decision to terminate – but was contesting the lack of process.
- The court analogized cases discussing maternity leave and the pausing on PTS attainment to hold that time on paid admin. leave does not count toward the 90 *working* days here.
- In short, the court only counted the time actually worked toward the 90 working days.

Hypothetical #10

Andy is a high school teacher who has been working full time at Simpleton Public Schools for the past three years. Unfortunately, Andy's mother has been diagnosed with a serious medical condition and requires constant care and assistance.

Andy wants to take time off work to be help his mother.

Is Andy eligible for leave? What type?

How much leave can Andy take?



Hypothetical #11

In October, Andy takes 6 weeks of FMLA leave to care for his mother. Subsequently, in April, Andy informs the district that his spouse is expecting a baby, and he wants to take FMLA leave for parental bonding after the baby is born (born on April 1).

How much leave can Andy take to bond with his child?



Hypothetical #12

Erin is a PTS teacher in the Simpleton Public Schools. She informs the district that she has a chronic health condition that requires ongoing medical treatment and results in occasional flare-ups. She requests intermittent leave on Mondays and Wednesdays for the next three weeks to attend scheduled medical appointments and recover therefrom.

Does the District have to grant this request? What options does the District have for responding to Erin's request?



Hypothetical #13

Kevin is a teacher at Simpleton Public Schools. He recently experienced a minor non-work injury that requires one week off from work for medical treatment and recovery. Kevin decides to request FMLA leave for his injury. The week requested is the week before April vacation week.

Kevin contacts Toby in HR and provides him with a simple note from his physician stating that Kevin needs time off for medical reasons. The note does not specify the nature or severity of the injury.

Is Kevin eligible for FMLA leave? How should Toby respond?

Hypothetical #14

Phyllis has been a high school teacher at Simpleton Public Schools for 10 years. She recently took 12 weeks of FMLA leave to care for her child who had a serious medical condition requiring hospitalization.

Upon returning to work, Phyllis notices a change in her treatment by the principal and vice principal. Her class schedule is altered without explanation, and she is assigned additional non-teaching responsibilities that take away from her prep time. She documents all communications and feedback that she receives following her leave, and she brings her concerns to HR.

**What additional information, if any, does HR need?
How should HR respond to Phyllis' concerns?**



Hypothetical #15

Ryan is an elementary school secretary employed by the Simpleton Public Schools. He spends much of his day sitting at his desk. Recently, Ryan sustained a back injury that limits his ability to sit for extended periods.

Ryan informs Toby, HR Director, about his back injury and requests an ADA accommodation. Toby asks Ryan for documentation from a healthcare provider. Days later, Ryan provides a medical certification that states he has a back injury that requires ergonomic adjustments.

Ryan requests a new chair, a later start time (with the same end time), a sit-stand desk, a mini-fridge and regular breaks to stretch.

Is the district obligated to provide Ryan with everything he asks for?

Hypothetical #16

Gabe is a High School history teacher (in classroom 102) who has worked for the district for 8 years. He writes an email to Toby, the HR Director, explaining that he gets depressed during winter and complaining that his classroom gets very dark.

Toby tells Gabe that he might be eligible for a reasonable accommodation and that, if he wants to pursue an accommodation, he should speak to a physician and submit medical documentation.

The next week, Gabe sends Toby documentation certifying that he has seasonal affective disorder and requests moving to a classroom (classroom 104) with more natural light in the winter. The requested classroom is currently unused.

Gabe notes that he wants to spend fall and spring in room 102 and winter in room 104. The CBA also provides teachers with a per diem payment whenever they move classrooms.

Is the District obligated to move Gabe to a new classroom(s)?



Hypothetical #17

Jim is a teacher in his first year. He recently fractured his wrist in a sports injury and is unable to use his dominant hand for several weeks. Jim approaches Toby, Director of HR, and requests accommodations under the ADA.

Jim provides medical documentation which confirms his diagnosis and gives an expected recovery time of 8 weeks. The document recommends that Jim be provided a paraeducator in his classroom to provide support with tasks that require the use of both hands, such as writing on the board and distributing material.

Is the District obligated to provide a para to Jim's class?

Hypothetical #18

Meredith is a teacher who exhausted her FMLA leave, as well as her sick and personal leave, after giving birth to her first child. After returning to work for one week, Meredith gets hit by a car and breaks her hip.

After submitting proper medical certifications, Meredith requests a leave of absence as an ADA accommodation. However, she does not know when she will be able to return to work and is unable to provide a timeline.

How should the District respond to Meredith?

What if she needs an indefinite leave?



Hypothetical #19

Ryan works as a HS teacher in the Simpleton Public Schools. His job description includes, among other things, participating in hall duty.

Unfortunately, Ryan experiences a serious medical condition that limits his ability to walk long distances and stand for long periods of time.

Ryan requests several accommodations, including moving his class locations, allowing him to sit during classes, reducing the number of classes he teaches and fully relieving him from hall patrol duty.

What, if any, requests are reasonable? Why or why not?

Hypothetical #20

Pam works as a HS teacher in the Simpleton Public Schools. She was hired in 2020.

Pam worked the entire 2020-21, 2021-22 school years.

Pam gave birth in June of 2022 and took a contractual child rearing leave for the entire 2022-23 school year.

Pam has returned to work for the 2023-24 school year.

The District has to make staff cuts and Pam receives a notice.

Does the District provide Pam with a notice of non-renewal or notice of layoff?



Hypothetical #21

Kelly works as a social worker with the Simpleton Public Schools. She was hired in 2019.

Kelly worked the entire 2019-20, 2020-21 school years.

Kelly took 12 weeks of FMLA in the 2021-22 school year.

Does Kelly acquire PTS at the end of the 2021-22 school year?

If not, when does Kelly acquire PTS?

What if Kelly did not take FMLA, but only took 3 weeks of sick leave, 3 personal days and 4 bereavement days - in a 182-day work year?



Hypothetical Questions and Hypothetical Answers



Contact Information

Elizabeth B. Valerio, Esq.

Elizabeth.Valerio@VDHBoston.com

Nicholas J. Dominello, Esq.

Nicholas.Dominello@VDHBoston.com

Valerio Dominello & Hillman, LLC
One University Avenue, Suite 300B
Westwood, MA 02090
(617) 862-2005

VDHBoston.com