

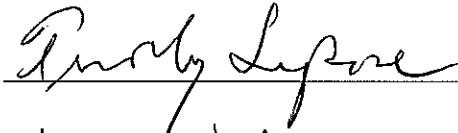
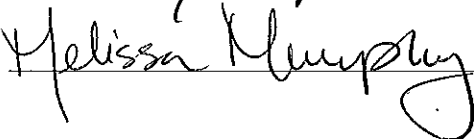
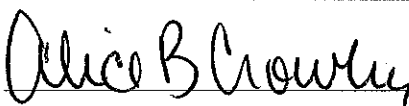
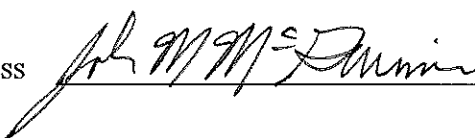
Contract between the Nantucket School Committee and the Nantucket Teachers' Association

**For the school
years 2014-2017**

Pursuant to the Provisions of Section 1 of Chapter 150 E of the General Laws of Massachusetts, THIS CONTRACT IS MADE July 1, 2014 by the SCHOOL COMMITTEE of the TOWN of NANTUCKET (hereinafter sometimes referred to as the Committee) and the NANTUCKET TEACHERS' ASSOCIATION (herein sometimes referred to as the Association).

**Teachers'
Association**

The Teachers' Association shall provide the School Committee with a list of Association Officers at the beginning of each school year and during the school year where there are changes.

Nantucket School Committee	<div style="display: flex; justify-content: space-between; align-items: center;"> <div>Timothy Lepore, MD</div> <div style="text-align: center;">  <u>Timothy Lepore</u> </div> <div style="text-align: center;"> <u>7/1/14</u> </div> </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div>Melissa Bonvini Murphy</div> <div style="text-align: center;">  <u>Melissa Bonvini Murphy</u> </div> <div style="text-align: center;"> <u>2/1/14</u> </div> </div>
Nantucket Teachers' Association	<div style="display: flex; justify-content: space-between; align-items: center;"> <div>Alice Crowley</div> <div style="text-align: center;">  <u>Alice Crowley</u> </div> <div style="text-align: center;"> <u>7/24/14</u> </div> </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div>John McGuinness</div> <div style="text-align: center;">  <u>John McGuinness</u> </div> <div style="text-align: center;"> <u>7-8-14</u> </div> </div>

Authorship: As a courtesy, the Nantucket Teachers' Association has agreed to type and electronically prepare this contract and its modifications. All changes, however, have been prepared and reviewed, as has the final, full contract, by both parties, and all wording has been agreed upon jointly. Therefore, in the event of any disagreement as to the meaning, interpretation or intention of any wording, the Association shall NOT be deemed to be the author of this document; nor shall any such wording or ambiguous language be construed against the Association on the basis that it is the author of the document.

Chapter 1

Scope

Preamble

Principles	Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Nantucket, and that good morale within the teaching staff of Nantucket is essential to achievement of that purpose, we, the undersigned parties to this Contract, declare that:
-------------------	--

- Under the Laws of Massachusetts, the School Committee elected by the citizens of Nantucket has final responsibility for establishing the educational policies of the Public Schools of Nantucket.
- The Superintendent of Schools of Nantucket (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies as established.
- The teaching staff of the Public Schools of Nantucket has the responsibility for providing education of the highest possible quality.
- Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information among the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff.

Note: Therefore, to give effect to these declarations, the following is hereby adopted.

Request/Notification Dates

**Current contract
2014-2017**

The following are relevant dates for this contract:

TEAM LEADER/ADVISOR	Date
Posting of division/team leader	June 1
Appointing of division/team leader	last day of school
Posting of class/club advisor	June 1
Appointing of class/club advisor	Last day of school

SALARY NOTIFICATION	Date
Issuance of yearly Salary Notification Letter	May 15

CONTRACT NEGOTIATIONS	Date
Start negotiations for 2017-2020 contract	March 1, 2016

LEAVE	Date
Request for upcoming school year unpaid leave	March 1
Request for emergency leave	ASAP
Notification of return / non veteran from leave	March 1
Notification of return from transfer	March 1
Notification of intent to take maternity leave (8 week leave)	8 weeks before birth
Notification of intent to take more than 8 weeks (9 weeks plus)	6 weeks after birth
Notification of child rearing leave (child five and under)	60 school days
Proof of custody of child from adoption agency	15 days

PAY SCALE MOVEMENT/ PAY PERIODS/ SUMMER PAY/REIMBURSEMENT	Date
Notification of intent to move on pay scale (under special circumstances, this deadline may be waived by the superintendent)	Nov. 1
Request for change in pay elections (22 or 26 pay periods and/or lump sum)	Prior to 1 st day of school
Notification of accrued sick days	1st school day
Request for reimbursement of sick day buyback	May 1
Request for reimbursement for extracurricular stipends	June 1

SABBATICAL	Date
Applying for sabbatical	Nov. 1
Acceptance or denial of request for sabbatical	Jan. 15

SPORTS	
Posting of fall sports	June 1
Appointing of fall sports	June 15
Posting of winter sports	October 1
Appointing of winter sports	October 15
Posting of spring sports	January 1
Appointing of spring sports	January 15

TOTAL SERVICE	
Notification to use year 30 \$5,000.00 extended longevity	Nov. 1
Notification to use year 31 \$5,000.00 extended longevity	Nov. 1

STAFFING / TRANSFER	Date
Pink slips: non professional teachers	Earliest of May 1 or 7 calendar days after completion of town meeting
Pink slips: professional teachers- reduction in staff	Earliest of May 1 or 7 calendar days after completion of town meeting
Notification of reinstatement of teachers (non-professional / professional)	May 15
Notification of teaching assignment(s) and room assignment(s) for the upcoming year	June 15
Transfer of position—from Administration	30 days before transfer occurs

PROFESSIONAL DEVELOPMENT DAYS	
Change in professional development dates or TBA professional development dates	75 calendar days

Responsibilities of Contracting Parties

<p>Collective bargaining</p>	<p>For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts):</p> <ul style="list-style-type: none"> • Teachers • Teachers in academic coaching assignments • Occupational Therapists • Physical Therapists • Speech and Language Pathologists • Librarian/ Media Specialists • Guidance Counselors • Behavioral Specialists • Nurses • Department Heads/ Team Leader/ Lead Mentors/ Mentors • Summer School Directors for the High School, Middle School, Elementary School, and Special Education <p>And, excluding the Superintendent, Deputy, Assistant, and Associate Superintendents, Director of Curriculum and Assessment, Director of Special Services, Director of Technology, Facilities Manager, Business Managers, Principals, Assistant, Associate, and Vice Principals, and all others.</p> <p>Newly created positions, which may belong in the bargaining unit, will become part of a discussion between the Superintendent (School Committee) and the Association. If it is determined the new position is appropriately placed in the bargaining unit, the Association will have the right to negotiate wages, hours, working conditions, and standards of productivity in accordance to Chapter 150E. The parties recognize that many coaching and extracurricular assignments are filled by bargaining unit members and, therefore, agree that the Association and the School Committee will negotiate the stipends for such coaching and extracurricular assignments as are listed in the parties' collective bargaining agreement, including any and all new stipends. The parties agree that coaching and extracurricular assignments may be held by bargaining unit members and by individuals who are not members of the bargaining unit and that no person has the right to receive or be renewed in any of these assignments. The parties agree that prior to removing a person from a stipend coaching and/or extracurricular assignment before the expiration of such assignment for the season; the Principal will meet with the individual in the assignment and inform him/her of the reasons for such removal. Such individual shall have the right to appeal the Principal's decision to remove him/her prior to the expiration of his/her assignment to the Superintendent of Schools whose decision shall be final and binding.</p>
-------------------------------------	--

Discrimination	There shall be no discrimination, interference, restraint, or coercion by the Committee, the Association, or their respective agents against any professional employee because of membership or non-membership in the Association. No reprisals of any kind will be taken against a professional employee by reason of his membership in the Association or his/her participation in its protected activities.
-----------------------	--

Just cause	No employee shall be disciplined or discharged except for inefficiency, incompetence, incapacity, unbecoming conduct, insubordination, failure to satisfy professional standards or other just causes which are fair, reasonable, follow due process, and allow for the effective operation of the schools. Should it be necessary for an employee to be disciplined by an administrator, after administrative documentation and discussion with the employee, said disciplinary action shall be progressive, commencing with a verbal reprimand, followed, if conduct continues or is repeated, by a written reprimand, and finally a written warning of termination. Conduct of a more severe nature may warrant acceleration of the disciplinary process. If dismissal occurs within the first 90 days of initial employment, said employee is not entitled to a hearing and, if more than 90 days, a hearing is warranted.
-------------------	--

Salary deductions	<p>The School Committee agrees to deduct from the salaries of its employees, dues for the following:</p> <ul style="list-style-type: none"> • Nantucket Teachers' Association, • National Education Association, and • Massachusetts Teachers' Association. <p>Note: Such deductions shall be made by a method agreeable to both the Treasurer of the Town of Nantucket and the Treasurer of the Nantucket Teachers' Association.</p>
--------------------------	---

Agency service fee	<p>The School Committee shall require, as a condition of employment during the term of this agreement, that employees who are not members of the Association pay a service fee to the Association. Payment of this fee must be made within 60 days after an employee begins employment unless by payroll deduction.</p> <p>The amount is 80% of the amount required to become and remain a member in good standing of the Association and its affiliates to which membership dues are paid.</p> <p>The Association shall comply with the requirements of Mass. Gen. Laws Chapter 150E, Section 12 relating to the imposition of an agency fee and rebate of portions of that fee under certain conditions. The Association shall indemnify the School Committee from any claims and liability that may arise because of any action taken under Section B#5.</p>
Association Treasurer Responsibilities	<p>The Treasurer of the Association will provide signed forms to the Superintendent from employees who have voluntarily authorized the School Committee to deduct dues for any of the Associations named above. The Town Treasurer may require proof that the Association Treasurer has given a bond to the said Association for the faithful performance of his/ her duties in a form approved by the Commission of Corporations and Taxation in accordance with the law.</p>
Other payroll deductions	<p>Payroll deductions shall be available to all requesting same (pursuant to the established town procedure), for examples:</p> <ul style="list-style-type: none"> • tax sheltered annuities, and • dental insurance.
Expense	<p>Copies of these agreements will be reproduced at School Committee expense and a copy given to each teacher.</p>

Duration of Agreement

Renewal

This agreement shall remain in effect from July 1, 2014 to June 30, 2017. Negotiations for the successor agreement (July 1, 2017 – June 30, 2020) shall start on or before March 1, 2016. This agreement shall be automatically renewed year to year, thereafter, until replaced by a subsequent agreement.

Ongoing Communication

The parties acknowledge that during the existence of the current contract they have discussed issues, and have reached agreements; and agree to continue to do so in good faith in the future.

Modification of salary or wages agreement

It is agreed that this contract may not be modified during the term hereof as to matters of salary or wages.

Savings Clause

If any conflict shall arise between the provisions of this agreement and any Local, State, or Federal Laws, including but not limited to the Family Medical Leave Act, or any agency rule or regulation, then such law, rule, or regulation shall prevail.

Note: Such other provisions of this agreement as may not be affected thereby shall remain in full force and effect for the duration of this agreement.

Chapter 2

Grievances

The Grievance Procedure

Background

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solution to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this contract. The School Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate to the grievance involved at the procedural level involved. Nothing in this contract shall prevent any such employee from individually presenting any grievance of the employee. Time limits hereunder are maximum unless extended by mutual agreement in writing.

Definition of a grievance

A grievance shall mean a complaint by an employee of the Association that there has been a violation or misinterpretation of any provisions of the Contract. The provisions which have been violated or misinterpreted shall be stated in writing where a written grievance is applicable.

Before beginning the procedure

Before beginning the grievance procedure with Level 1, the professional employee(s) shall, within ten (10) school days following the occurrence of any grievance, discuss, or make every reasonable effort to discuss, the contract violation with the appropriate principal, other supervisor or administrative individual most directly involved in a good-faith attempt to resolve the contract violation.

If at the end of the ten-day period referenced above	Then...
the aggrieved believe(s) the problem is not satisfactorily resolved, ...	the professional employee and/or the Association may proceed to Level 1.
the aggrieved believe(s) the problem is not satisfactorily resolved, and the grievance involves a substantial portion of the membership of professional employees, ...	the aggrieved and/or the Association may proceed to Level 2 and submit such grievance in writing to the Superintendent directly.

The Grievance Procedure, Continued

If the problem
is not resolved

The following are the procedures for filing a grievance.

Level	Action
1	The professional employee and/or the Association may, within ten (10) school days following the meeting or attempted meeting referenced above, present a written grievance to the same appropriate individual which shall be answered, in writing, within ten (10) school days thereafter.
2	If the grievance is not satisfactorily resolved at Level 1, the professional employee of the Association may, within ten (10) school days after receiving the written answer at Level 1, present or mail the written grievance to the Superintendent. The Superintendent shall within ten (10) school days thereafter meet with the grievant and the President(s) of the Association in an effort to settle the grievance. If the grievance is still not satisfactorily resolved, the Superintendent shall answer such grievance in writing ten (10) school days after the date of the meeting.
3	If at the end of ten (10) school days following such answer from the Superintendent, the grievance shall not have been disposed to the grievant's satisfaction, the employee(s) and/or the Association, may within ten (10) school days thereafter present the written grievance to the School Committee. Then within ten (10) school days a School Committee representative and the Superintendent shall meet with the Professional Rights and Responsibilities Committee, the elected Association President(s) and the employee(s) in an effort to settle the grievance.
4	At the end of twenty-five (25) school days following presentation of the grievance in writing to the school committee, if the grievance shall not have been disposed to the satisfaction of the Professional Rights and Responsibilities Committee of the Association, and if the grievance shall involve an interpretation or application of any provision of the contract, the Association may, by giving written notice to the School Committee within the next ten (10) school days following the conclusion of such period of twenty-five (25) school days, present the grievance for arbitration, in which event the School Committee and Association shall forthwith submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of said American Arbitration Association. Note: The expense of such arbitration shall be shared equally by the School Committee and the Association (each party is responsible for its own expenses), and the award made shall be final and binding upon the School Committee, the Association, and the aggrieved.

**Grievance
without
Association
representation**

If any employee covered by this contract shall present any grievance without the representation by the Association, the disposition, if any, of the grievance shall be consistent with the Provisions of the Contract, and if the Association shall so desire, it shall be permitted to be heard at each level at which the grievance shall be considered.

Filing provision

All documents, communications, and records dealing with the processing of a grievance shall be filed separately, but not in the personnel file maintained by the School Department of Nantucket for any employee involved in presenting such grievance.

**Notice
provision**

Notice provision shall be deemed given when mailed, postage paid, by certified mail, addressed to the:

- School Committee Chairperson:
Nantucket School Committee
Nantucket Public Schools
10 Surfside Road
Nantucket, MA 02554

With copy to the:

- Superintendent of Schools
Nantucket Public Schools
10 Surfside Road
Nantucket, MA 02554

If to the Association:

- President(s)
Nantucket Teachers' Association
Nantucket Public Schools
10 Surfside Road
Nantucket, MA 02554

(or to such other address as may be designated during the term of agreement).

Chapter 3

Professional Employee Compensation

Salary

Teachers' Salary Scale	see Appendix A
Extracurricular Differentials	see Appendix B
Coaches differentials	see Appendix C

Differentials Notification & Amendment	The Administration shall notify the NTA of extracurricular and coaches differentials being offered in the current school year by November 1. Annual written addenda will be executed for new or added positions and the Appendixes will be updated accordingly upon each contract renegotiation.
Yearly Salary Notification	Salary Notification Letters shall be issued on or before May 15 each year; and must indicate the salary, longevity, and the step on the schedule at which the employee has been placed. The administration, with approval of the NTA, may revise this form during the course of this contract.
Salary payment steps	Professional employees serving less than a full school year but at least ninety-one (91) school days or more will advance one step on the salary schedule each September provided their service is deemed satisfactory.
Termination	Any professional employee terminating his/her employment in the school system during the contract year shall be paid his/her per diem rate for each day he/she has been employed and present, less any amount paid to him/her.
Satisfactory service	Step movement on the salary schedule will normally correspond with years of service in teaching.
Wage freeze and steps	<p>The School Committee reserves the right to freeze the wages of an employee whose overall performance is rated unsatisfactory in their Formative or Summative Evaluation, subject to due process.</p> <p>Upon improvement in their overall rating in their Formative or Summative Evaluation, an individual whose wages have been frozen will be advanced on the salary schedule to the level which would have been attained if the wages had not been frozen.</p>

Professional Employee Compensation, Continued

Longevity for staff employed prior to 1999-2000 school year	The following table defines the increments of compensation for longevity.	
	Years of Service	Compensation
	Current professional employee employed by the system prior to 1999-2000 school year <u>who serves five (5) consecutive years at the Maximum Rate on the Basic Salary schedule</u>	In addition to regular salary schedule, said employee will be granted an annual increment equal to \$1,700.00 per year which will be added to the regular salary, pro rated for service of less than a full school year. Note: This amount of annual increment will remain constant for a five (5) year period following its allowance.
	Above professional employee after a second consecutive five (5) years equaling ten (10) years	Annual increment is increased to \$3,400.00 per year, pro rated for service of less than a full school year. Note: This amount of annual increment will remain constant for a five (5) year period following its allowance.
	Above professional employee after a third consecutive five (5) years equaling fifteen (15) years	Annual increment is increased to \$5,100.00 per year, pro rated for service of less than a full school year. Note: Employee must still be in daily continuous service.
	Above professional employee with continuous service between fifteen (15) and twenty-nine (29) years inclusive who <u>retires from teaching not less than one (1) year before the beginning of the school year and prior to reaching the age of sixty-five (65) years</u>	One time Separation Benefit: \$10,000.00.
* Approved leaves under this contract shall not interrupt consecutive year calculations, but shall not count as years.		

Longevity for newly employed staff <u>with the 1999-2000 school year</u>	The following table defines the increments of compensation for longevity.	
	Years of service	Compensation
	Current professional employee employed by the system prior to 1999-2000 school year <u>who serves five (5) consecutive years at the Maximum Rate on the Basic Salary schedule</u>	In addition to regular salary schedule, said employee will be granted an annual increment equal to \$1,000.00 per year which will be added to the regular salary, pro rated for service of less than a full school year. Note: This amount of annual increment will remain constant for a five (5) year period following its allowance.
	Above professional employee after a second consecutive five (5) years equaling ten (10) years	Annual increment is increased to \$1,500.00 per year, pro rated for service of less than a full school year. Note: This amount of annual increment will remain constant for a five (5) year period following its allowance.
	Above professional employee after a third consecutive five (5) years equaling fifteen (15) years	Annual increment is increased to \$2,000.00 per year, pro rated for service of less than a full school year. Note: This amount of annual increment will remain constant for a five (5) year period following its allowance.
	Above professional employee after a fourth consecutive five (5) years equaling twenty (20) years	Annual increment is increased to \$2,500.00 per year, pro rated for service of less than a full school year. Note: Employee must still be in daily continuous service.
	Above professional employee with continuous service between fifteen (15) and twenty-nine (29) years inclusive <u>who retires from teaching not less than one (1) year before the beginning of the school year and prior to reaching the age of sixty-five (65) years</u>	One time Separation Benefit: \$10,000.00.
	* Approved leaves under this contract shall not interrupt consecutive year calculations, but shall not count as years.	

Longevity for newly employed staff with the 2011-2012 school year	The following table defines the increments of compensation for longevity.	
	Years of service	Compensation
	Professional employee employed by the system during or after the 2011-2012 school year who serves fifteen (15) consecutive years* under this contract	In addition to regular salary schedule, said employee will be granted an annual increment equal to \$1,000.00 per year, which will be added to the regular salary, commencing in the fifteenth year, pro rated for service of less than a full school year. This increment will remain constant for a five (5) year period.
	Professional employee employed by the system during or after the 2011-2012 school year who serves twenty (20) consecutive years* under this contract	Annual increment is increased to \$1,500.00 per year, commencing in the twentieth year, pro rated for service of less than a full school year. This increment will remain constant for a five (5) year period.
	Professional employee employed by the system during or after the 2011-2012 school year who serves twenty-five (25) consecutive years* under this contract	Annual increment is increased to \$2,000.00 per year, commencing in the twenty-fifth year, pro rated for service of less than a full school year. This increment will remain constant for a five (5) year period.
	Professional employee employed by the system during or after the 2011-2012 school year who serves thirty (30) consecutive years* under this contract	Annual increment is increased to \$2,500.00 per year, commencing in the thirtieth year, pro rated for service of less than a full school year. This increment will remain constant for a five (5) year period.
	Above professional employee with continuous service between fifteen (15) and twenty-nine (29) years inclusive who <u>retires from teaching not less than one (1) year before the beginning of the school year and prior to reaching the age of sixty-five (65) years</u>	One time Separation Benefit: \$10,000.00.
* Approved leaves under this contract shall not interrupt consecutive year calculations, but shall not count as years.		

Professional Employee Compensation, Continued

Medical Insurance	<p>The School Committee, on behalf of the Town of Nantucket, shall pay the premiums for each of its professional employees as follows:</p> <p>80% Blue Cross/Blue Shield Master Medical OR</p> <p>90% Blue Cross/Blue Shield PPO with agreed co-pays</p> <p>Or comparable medical insurance plan adopted by the Town of Nantucket, under the applicable general laws of the Commonwealth of Massachusetts.</p>
Co-Pays	<p>Co-Pays are as follows:</p> <p>Doctor Visit: \$15.00</p> <p>Prescriptions: \$10 /\$20 /\$35</p> <p>Emergency Room: \$25.00</p> <p>Spinal Adjustment: \$15.00</p> <p>Med flight Included</p> <p>Note: It is the intention of the parties that Med flight is included pursuant to the terms of the specific plan.</p>
Open Enrollment	Open enrollment will take place on a yearly basis.
Life Insurance	The Town of Nantucket shall provide that portion of the cost of a \$5,000.00 life insurance policy as adopted by the Town under the General Laws of the Commonwealth.
Professional Employees' Pensions	The Association and the School Committee shall abide by all of the provisions of the Massachusetts Teachers' Retirement Plan.

Professional Employee Compensation, Continued

Total service	<p>In service years (total number of years teaching in any and all systems), thirty (30) and thirty-one (31) only, all employees shall be granted a \$5,000.00 per year increment in addition to regular salary and increments explained above.</p> <p>Note: Employees who are eligible for this benefit must give written notification of eligibility to the Superintendent by November 1st of the previous year. Under special circumstances this deadline may be waived by the Superintendent.</p>
Advanced degrees	<p>A professional employee with :</p> <ul style="list-style-type: none"> • an advanced degree in the subject he/she is teaching <u>or</u> • an advanced degree in education (for which the major has been within his/her teaching area), <p>will receive, in addition to the Basic Salary, those amounts shown on the Teachers' Salary Scale (Appendix A).</p> <p>In order to qualify, a professional employee must:</p> <ul style="list-style-type: none"> • have received approval of the courses to be taken, and • show evidence of successful completion of the approved courses, and • notify the superintendent by November 1st that he/she will be eligible for column movement in the following school year. <p>Note: Such approval will not be withheld if leading toward the advanced degrees mentioned above.</p>
Equivalence	<p>Thirty credit hours of advanced study in a related subject may be used for placement on the Bachelor's +30 column.</p>

Professional Employee Compensation, Continued

Limitations to Step placement	The following are limitations to Step placement.
--------------------------------------	--

The professional employee holding a B.A. or B.S. Degree plus State Certificate	will not be placed above Step 4 ... unless he/she has earned six (6) approved credits above his/her Bachelor's Degree in Education or in the subject he/she is teaching.	will not be placed above Step 7 ... unless he/she has earned twelve (12) approved credits above his/her Bachelor's Degree in Education or in the subject he/she is teaching.
---	--	--

Professional employee as emergency substitute teacher	<p>Whenever possible, substitutes shall be hired to cover classes of regularly assigned teachers when they are absent. Every effort will be made to find certified substitutes in the subject area.</p> <p>In an emergency, a regularly scheduled teacher may be assigned to act as substitute. The following are compensation rates:</p>
--	---

If the teacher...	Then the teacher...
has no other planning period that day...	will be paid at a rate of \$15 per class period substituted
is part of a team where one teacher is absent...	will be paid at the rate of \$15 per class not to exceed the per diem substitute rate

Long term substitute appointments	Long term means fifteen (15) or more consecutive school days. Placement on pay scale for long term shall be determined by the Superintendent and School Committee, depending upon the qualifications of the person involved.
--	--

Professional Employee Compensation, Continued

Payment options	<p>The following are payment options for professional employees:</p> <p>N.B.: Requests for changes in payment options (i.e., 22 or 26 pay periods and/or summer lump sum) must be made prior to the 1st day of school of the applicable year, on the appropriate school district form.</p>
------------------------	--

Option	Payments
1	Made in 26 installments over a full year.
2	26 installments (as above) with Lump Sum of July/August payments paid with the 22 nd installment payment.
3	Made in 22 installments (ten (10) month basis), every other week during the school year.

Scheduling of Paychecks/Holiday	<p>In the event a scheduled payday of professional employees falls on a legal holiday, employees will receive their postdated paychecks on the business day immediately preceding the holiday. In the event a scheduled payday falls during a school vacation, employees will receive their paychecks on the scheduled day.</p>
--	---

Loss of Pay	<p>Loss of pay for absences:</p> <ul style="list-style-type: none"> • in excess of the permitted number, or • for authorized absences without pay <p>shall be calculated at the regular per diem rate of pay applicable to the absentee.</p>
--------------------	--

Extended year	<p>In the event the students' school year is extended beyond its current 180 days, professional employees shall be compensated at their regular rate for each additional day added to the schedule.</p>
----------------------	---

Extra Compensation

Division heads/team leaders	<p>For compensation rates, see extracurricular differential appendix.</p> <p>Note: Compensation is pro-rated for service of less than a full year.</p> <p>Possible responsibilities include:</p> <ul style="list-style-type: none"> • budgeting, • purchasing, • orientation of new employees, • coordination of information, and • conducting appropriate meetings. <p><u>Examples</u> of division heads and team leaders (but not limited to):</p> <ul style="list-style-type: none"> • Math • Science • English • Social studies • Foreign languages • Health/ physical education • Art/ photography • Music • Grade levels <p>Note: Professional employees desiring the position of Division Head/Team Leader should apply in writing to the Building Principal. The position will be posted by June 1st and appointed by the last day of school for the following year.</p>
Active curriculum development	<p>Compensation will be at the rate of \$35 per hour with mutually agreed upon output or product.</p> <p>Note: Requests for approval to proceed with the curriculum development work are to be made in advance on forms provided for this purpose. Payment will be authorized only upon acceptance of the approved product.</p>

Professional Development

Background	<p>The School Committee and Association encourage and support an individual's professional growth and recognize his/her need to fulfill state mandated requirements for re-certification. Therefore, the Administration shall demonstrate good faith and reasonable and diligent efforts to both find and notify all staff of professional development opportunities. The Administration will give careful consideration and approve reasonable recommendations and requests for professional development activities from individual staff members and/or the Association. Procedures and guidelines for application and reimbursement of professional development activities will be set by the Administration consistent with this agreement and distributed to all staff members. While voluntary, it is understood that there is a commitment on the staff's part to attend professional development offerings consistent with the needs of the school system.</p>
School Committee obligations	<p>The Committee shall use good faith and due, reasonable, and diligent efforts to provide courses on Nantucket for professional advancement at the enrollee's expense. These courses:</p> <ul style="list-style-type: none"> • shall be offered yearly (if possible) to facilitate the step requirements, and • shall be based on the recommendations of the Association. <p><u>Experimental courses</u> discussed and administered by professional employees outside school hours (and approved prior by administration) may earn credit(s).</p>

Professional Development, Continued

Advanced course work	<p>With the advanced approval of their Principal and the Superintendent, a professional employee may take graduate level courses.</p> <p>Note: Only course work that supports the system's goals and/or the employee's professional teaching goals will be considered.</p> <p>Upon receipt of a passing grade, reimbursement up to \$3600.00 (other than during a sabbatical) in one year towards:</p> <ul style="list-style-type: none"> • actual tuition, • course/ lab fees, and • text books... <p style="padding-left: 40px;">paid to an institution of higher learning.</p> <p>A subcommittee, comprised of the Superintendent, two administrators and two staff members designated by the NTA, will be formed and will meet to ensure that reimbursements will be considered in a manner that allows maximum participation by the broadest number of professional staff.</p> <p>Upon acceptance of this allowance, the teacher must agree in writing to teach in the Nantucket Public Schools for at least one year, if offered employment, or return total reimbursement.</p>
	<p>Notification of intent to move on the pay scale must be made by November 1st of the previous year (under special circumstances, this deadline may be waived by the Superintendent.).</p> <p>These must be advanced courses with prior approval of the Superintendent. Reimbursement for unusual travel expenses or course requirements may be granted at the discretion of the Superintendent.</p> <p>Total course work expenditures may be limited to \$50,000.00 system-wide per year.</p>
Course work required by the system or state	<p>Expenses will be reimbursed by the system with the exceptions of course work required to obtain certification and the advanced course work benefit noted above including, but not limited to, Master's Degree for employees hired after 1994.</p> <p>Reimbursement will not include fees for graduate work when offered through the School Department.</p>

Professional Development, Continued

Professional growth	<p>The School Committee will pay the reasonable expenses including registration, fees, lodging, and transportation incurred by professional employees who attend:</p> <ul style="list-style-type: none"> • workshops, • seminars, • conferences, • course work requested by the school system, and • other professional improvement sessions <p>Attendance at all of the above shall be voluntary.</p> <p>Visitations: Each professional employee shall be granted, upon request, one day with pay yearly for the purpose of visiting other schools or attending meetings of an educational nature, including the Massachusetts Teachers' Association Annual Meeting.</p> <p>Note: Advanced approval by the Principal and Superintendent is required for all of the above. Reimbursement will not include fees for graduate credit where offered.</p> <p>To obtain compensation, the following is the procedure for submitting a <u>written report</u> to the Superintendent.</p>												
	<table border="1"> <thead> <tr> <th data-bbox="407 1045 529 1094">Step</th><th data-bbox="529 1045 1421 1094">Action</th></tr> </thead> <tbody> <tr> <td data-bbox="407 1094 529 1142">1</td><td data-bbox="529 1094 1421 1142">Itemize time spent</td></tr> <tr> <td data-bbox="407 1142 529 1190">2</td><td data-bbox="529 1142 1421 1190">Name the school or classes visited</td></tr> <tr> <td data-bbox="407 1190 529 1239">3</td><td data-bbox="529 1190 1421 1239">Describe the work and methods observed</td></tr> <tr> <td data-bbox="407 1239 529 1287">4</td><td data-bbox="529 1239 1421 1287">Suggest or comment on the work and methods observed</td></tr> <tr> <td data-bbox="407 1287 529 1333">5</td><td data-bbox="529 1287 1421 1333">Write a synopsis of the education meeting attended</td></tr> </tbody> </table>	Step	Action	1	Itemize time spent	2	Name the school or classes visited	3	Describe the work and methods observed	4	Suggest or comment on the work and methods observed	5	Write a synopsis of the education meeting attended
Step	Action												
1	Itemize time spent												
2	Name the school or classes visited												
3	Describe the work and methods observed												
4	Suggest or comment on the work and methods observed												
5	Write a synopsis of the education meeting attended												
Mentoring	<p>The School Committee and the Association recognize the significance and value of a mentoring program for teachers. A School Committee approved program will adhere to the state-mandated guidelines. Guidelines will be distributed by Administration to all staff members.</p>												
MTA Annual Meeting	<p>No more than five (5) professional employees and one MTA Board of Directors representative, when applicable, in the aggregate, as designated by the Association, shall be granted permission to attend the Annual Meeting of the House of Delegates of the Massachusetts Teachers' Association and the MTA Leadership Conference. It is understood that the School Committee will not be responsible for any expenses incurred for fees, meals, travel, lodging, etc. for those employees who attend the MTA Annual Meeting or Leadership Conference. Such leave shall not be charged against an employee's sick leave.</p>												

Chapter 4

Roles and Responsibilities of Professional Employees

Hours of Work

Preamble	<p>The School Committee and the Association acknowledge that a teacher's responsibilities extend far beyond the student day. Teachers need time for matters including but not limited to:</p> <ul style="list-style-type: none"> • planning lessons, • correcting papers, • meeting with parents, • helping students, • planning curriculum, and • collaborating with other staff members.
Background	<p>The workday of professional employees will begin in the morning fifteen (15) minutes before the designated time for the students, which shall be the same for all schools. The first 10 minutes of this 15 minute block shall be dedicated to professional preparation time, and students shall not be released to classrooms or homeroom until 5 minutes before the designated student day commences. Professional employees are to remain as long after closing of school as necessary to carry out their responsibilities to the students but <u>must</u> remain after for at least thirty (30) minutes.</p>
Additional contracted time	<p>The meeting day for the additional contracted time (one (1) hour and five (5) minutes) will be determined on a school-by-school basis by the Administration prior to the beginning of the students' school year. The meeting day may be altered on a school-by-school basis by mutual agreement between the Administration and the staff.</p>
District Email Account	<p>Employees have a responsibility to regularly check their district email accounts throughout the year (including summer months) so that communication from administration and important information from the state and federal departments of education can be shared effectively.</p>

Co-Presidents' Time

The parties agree that it is important for Association officers to have time during the normal workday to allow matters to be conducted, which cannot reasonably be left to non-school hours. The parties agree that discussion shall take place prior to the beginning of the school year, to allow release time to be reasonably scheduled in such a way as to cause the least amount of disruption to student learning. The parties further agree that under normal circumstances, this scheduled release time shall not exceed two (2) hours per week in the aggregate.

Hours of Work, Continued

Work Year

The School Committee will give the Association yearly input in establishing the school calendar for the upcoming school year.

All confirmed and prospective professional development days and other days beyond the student school calendar year will be noted on the calendar at approval time.

The following is the contracted work year. These days will be determined at the time of the adoption of the student calendar.

School Years	Length of service
2014-2015 2015-2016 2016-2017	No more than six (6) days longer than the students are required to be in school. These days will be crafted by a group comprised of administrators and association members.

Additional Contracted Time: School Years 2014-2015, 2015-2016 and 2016-2017 First four (4) days (Monday through Thursday immediately preceding Labor Day)

Day 1	7:45-12:00 12:50-2:50
Day 2	7:45-12:00 12:50-2:50
Day 3	7:45-12:00 1:30-3:55 NTA luncheon 12:00-1:15
Day 4	7:45-12:00 12:50-2:50

These days may be used for:

- professional development,
- building-based meetings,
- curriculum development, or
- other duties necessary for the opening of school (ex., Special Education meetings; Team or Department Head meetings; Therapist meetings; meetings with Nurse; Policy Compliance documents, etc.).

Note: One two-hour afternoon will be designated as teacher classroom set-up.

Two days, with dates, will be determined by Administration and Nantucket Teachers' Association prior to the start of the school year. It is understood that extenuating circumstances do occur where there may need to be a change in the calendar during the school year. In case of this event, the School Committee agrees to give the Association no less than 75 days notice of the change in the prospective and confirmed dates.

Day 5	7:45-12:00 12:50-3:55
Day 6	7:45-12:00 12:50-3:55

These days may be used for:

- professional development,
- building-based meetings,
- curriculum development.

Hours of Work, Continued

Fridays and holidays	Friday afternoons and afternoons before a holiday, the professional employee workday will end at the same time as the students' dismissal. For duty teachers, workday ends after the buses have departed. This does not include Professional Early Release Days which shall end no later than two (2) hours and thirty (30) minutes after student dismissal.
Leaving the building	All professional employees shall be allowed to leave the school building during duty-free periods pending notification with the office.
Professional activities	Unless otherwise mutually agreed by the Administration and the Association, up to ten (10) half days per school year shall be used by professional employees for professional activities under both faculty and administrative direction.
Faculty/staff meetings	<p>Faculty/staff meetings (under normal circumstances) will be held:</p> <ul style="list-style-type: none"> • no more than once a week, • with starting time no later than twenty (20) minutes after student dismissal, and • with ending time within one (1) hour of starting time. <p>Note: Meetings may be extended beyond one (1) hour if mutually agreed upon by faculty and administration. Professional Development Workshops are not considered to be faculty/ staff meetings.</p>
Open House	Professional employees shall be responsible for attendance at one evening Open House of 2-3 hours in the fall. The Open House shall be in place of the EWD of that week, and employees shall be allowed to leave school at 2:50 p.m. on the day of the Open House.
Parent Conferences	Professional employees shall be responsible for attendance at one evening of parent conferences of 2-3 hours in the fall. The attendance at parent conferences shall be in place of the EWD of that week, and employees shall be allowed to leave school at 2:50 p.m. on the day of the parent conferences.

Committee/ council/ board work	<p>A teacher's (professional employee's) primary obligation is to be available to his/her students after school. Therefore, under normal circumstances, no professional employee shall be required to serve on more than one (1) committee/ council/ board at one time during the school year.</p> <p>Individuals may be asked to serve on more than one committee/council/board based on their ability to serve, and the needs of the system.</p> <p><u>Examples</u> of committee/ council/ board include (but are not limited to):</p> <ul style="list-style-type: none"> • school council, • principal advisor board, • school goals committee, and • representatives to the FONPS boards. <p>Note: Participation in department or team meetings does not constitute committee/ council/ board participation.</p>
---	---

Flex scheduling	Flex scheduling shall occur when start and end times for some employees differ from the norm for staff in a given school, but total work hours remain equivalent.
------------------------	---

New Hires commencing with 1999-2000 school year	May be a condition of employment
Current professional employees employed by the system prior to the 1999-2000 school year.	Mutual agreement between administration and affected staff

Part-Time Employees

Part-time employees of .5 FTE and above (i.e., half-time or greater) shall have all the duties and responsibilities of full-time employees. Part-time employees of less than .5 FTE (i.e., less than half-time) shall be required to attend all faculty meetings, open house, parent conferences, and both full-day and early release professional development days; but shall not be assigned duties, or required to attend any other events such as EWD's. Each part-time employee's hours of work, lunch and planning time will be specified at the time of an offer of employment.

Additional days of service	The following positions may require additional days of service.
-----------------------------------	---

Position	Extra days of service
Library Media Specialist	approximately ten (10) days to be paid at the individual's per diem rate
School Guidance Counselors	approximately ten (10) days to twelve (12) days to be paid at the individual's per diem rate

Extracurricular Duties

Background	The following address professional employees in extracurricular roles:	
	Professional employees shall not	be required to accept assignments as class advisors or as club leaders.
	Professional employees required to collect or transfer money shall not	be required to tabulate or account for such money.
	Professional employees shall not	be required to drive to activities which take place away from the school building. Note: They may do so voluntarily with advance approval of the principal or immediate supervisor.
	Professional employees shall not	be required to transport students in their personal vehicle.

Teaching Assistant Observation

The parties recognize that teachers have a day-to-day role in the supervision of Teaching Assistants assigned to them, including providing feedback on performance to Administrators. Formal supervision and evaluation responsibilities rest with the Administration. All disciplinary actions and employment decisions regarding Teaching Assistants shall be the sole responsibility of the Administrator and nothing prepared by the employees covered by this contract shall be part of any such employment decision. None of the above mentioned releases any employee from their responsibilities as mandated reporters.

Preparation Time

Introduction	The School Committee and Association acknowledge the current inequities in planning times scheduled between the elementary and middle/high school.
General provision	<p>In order to meet the needs of the students, teachers may be requested to teach in an area of their interest or expertise which lies outside their certification.</p> <p>Note: It is understood that employees are limited by state regulation to teach no more than 20% out of their certification, absent a waiver from the Department of Education.</p>
Minimum personal planning time	Each professional employee shall be provided a minimum of 280 minutes planning time per full student week of five (5) days of which forty (40) consecutive minutes per day will be personal planning time.
Definition of a Course	Any year-long or semester course that has content that is substantially different from another or which requires a significantly different approach and/or planning is considered a separate course.
Definition of a Class	Any group of students under the direct supervision of a teacher for a specified amount of time is considered a class.
Examples	United States History I and United States History II are separate courses; French 3 and French 4 are separate courses; Art I and Art II are separate courses; etc. A teacher with 3 sections of Level II World History II would be considered to have 3 classes, but only one course.
Maximum Courses Taught	On a yearly schedule, no teacher in a departmental setting will teach more than 4 separate courses during any one school year. On a semester longblock schedule (so-called), no teacher in a departmental setting will teach more than 3 separate courses during any one semester.
Exceptions	If a teacher agrees to teach more than 3 semester-long courses in a given semester or 4 year-long courses in a given year, said employee has the option of choosing a teaching assistant full-time for one of those classes or monetary compensation, to be determined by agreement between the teacher, the union, and the administration.
Duty-free lunches	As per state law, all employees covered by this contract are entitled to a minimum of a 30-minute, uninterrupted duty-free lunch every day.
Early dismissals	On days when the students are dismissed early from school ("half-day"), the 30-minute duty-free lunch period shall begin 15 minutes after student dismissal.

Chapter 5

Leave Policies

Sabbatical

Introduction

The Nantucket School Committee and the Nantucket Teachers' Association believe strongly in the following four (4) statements: recognition of the needs and benefits, to both the individual and the system, of allowing professional employees to take sabbatical leave; recognition that in order for these professional employees and the system to gain maximum benefits, a flexible and liberal view needs to be taken in defining what constitutes a sabbatical leave and under what circumstances it will be taken; recognition of the unique professional development needs of the individual and the system; recognition of the exceptional circumstances of living on Nantucket Island. Sabbaticals are a marvelous way of allowing professional employees to gain valuable experience and increase knowledge. Every possibility will be considered in granting sabbaticals on a regular basis, as long as the education of the students is not compromised.

The School Committee agrees to fund sabbatical leaves up to \$50,000.00 per school year.

Procedure

To maximize options and increase flexibility, the following procedure is agreed upon:

Step	Action
1	A sabbatical leave may be granted, in good faith, by the Superintendent, to any professional employee who has worked for the system a minimum of three (3) years.
2	A sabbatical leave may be for any length of time, up to a full school year. Under normal circumstances, sabbaticals will not extend beyond one full year.
3	After returning from a sabbatical leave of one-half year or more, the professional employee shall agree, in writing, to return to employment in the Nantucket School system for two consecutive full school years immediately following completion of the sabbatical leave or shall return the total compensation received during the sabbatical leave.
4	Sabbatical leave shall be considered time on the job for advancement on the salary scale.
5	A professional employee may, under normal circumstances, apply for another sabbatical leave, of a half-year or more, after completing six (6) full years of teaching in the system after returning from a sabbatical leave.

6	The professional employee shall apply for sabbatical leave, of a half-year or more, no later than November 1st of the preceding school year. In special circumstances, this requirement may be waived by the Superintendent.
7	Under normal circumstances, not more than four professional employees may be absent on sabbatical leave of a half-year or more, at one time; but no more than two professional employees from one building will be absent on sabbatical leave of a half-year or more, at one time.
8	For purposes of this contract, a sabbatical leave may include, but is not limited to, the following: continuing education, professional development, and enrichment.
9	<p>A fair and equitable compensation package for the professional employee, determined by a team consisting of the Superintendent, the applicant, and a representative of the Nantucket Teachers' Association, may include any of, but is not limited to, the following:</p> <ul style="list-style-type: none"> • pay, • health insurance payments, • payment for course work or fees, • retirement contributions.
10	A professional employee, upon returning to the system, will be given or assigned to the same position he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position for which the professional employee is certified.

Sick Leave

Introduction	<p>The number of sick days per year will be fifteen (15).</p> <p>Sick days may be utilized in half-day increments; and may not need to be utilized at all for brief medical appointments on island when appropriate coverage can be obtained without cost to the district, and upon notification of building administration.</p> <p>After three (3) consecutive school days of sickness, the Principal or Superintendent has the authority to require a doctor's statement. Verified abuse of sick leave shall be a cause for discipline by the Administration.</p> <p>Employees shall make every effort not to schedule elective surgery that requires an absence from their school employment. The Superintendent has the authority to request a doctor's note to the effect that such surgery is medically necessary and should not be postponed.</p>	
Unused sick days	<p>The number of unused sick days will accumulate to 150 days. Accumulated sick leave notice will be issued annually by October 1st. Sick leave days are not calendar days, but days when schools are scheduled to be in session.</p>	
	<p>If</p> <p>a professional employee....</p>	<p>Then</p> <p>the professional employee...</p>
	<p>achieves 150 days of accumulated sick leave in the Nantucket Public Schools</p>	<p>shall be eligible for reimbursement for unused sick leave days exceeding the 150 days.</p> <p><u>Under no circumstances may the maximum number of days to be reimbursed exceed 15 days per annum.</u></p>
	<p>If any professional employee, on the date of this salary schedule, has accumulated some days of unused sick leave, he/she may retain these and increase his/her total.</p>	
Reimbursements for unused sick days	<ul style="list-style-type: none"> • Annual reimbursement will be made at the rate of \$100 a day or a full day's substitute pay whichever is greater. • Written requests for reimbursement must be made <u>on or before May 1st of the school year during which the most recent sick days were accrued.</u> • Payment will be made prior to the first day of the next school year. 	
FMLA	<p>The district shall utilize U.S. Department of Labor Form WH-381 ("Notice of Eligibility", Revised February 2013) and Form WH-382 ("Designation Notice", Revised January 2009). In the event of revision of these forms by the Department of Labor, the parties shall renegotiate approval of any and all revisions.</p> <p>The 12-month period of eligible leave shall be calculated as a fixed year measured forward from the date of first FMLA leave usage.</p>	

Personal Leave

Following are the types of personal leave:

1) All employees shall be entitled to three (3) days of personal leave each year for matters which cannot be accomplished outside of school hours (legal, business, family matters, etc). Such leave shall be approved by the principal. No reason need be given. Personal days shall not be used to extend vacations.

Personal days shall not be allowed on the day immediately before or after a holiday or vacation, except in the case of an emergency. One day notice (minimum) should be given to provide time for substitute arrangements.

1B) On any given day, a maximum of 10% of professional staff from each building affected by this contract will be granted a personal day. (Example: 60 professional staff members – only 6 personal day requests will be granted.) The 10% figure shall be rounded up to the next whole number. Exception: Written requests for exceptions will be approved at the discretion of the Superintendent.

2) Occasionally, as a privilege, and at the discretion of the Principal and/or Superintendent, arrangements may be made for a professional employee to catch transportation off island. This might mean early dismissal for the individual.

3.) Up to three (3) unused personal days shall transfer to the employee's accrued sick days at the end of each school year. These unused transferred personal days shall be added to an individual's accrued sick days and shall count towards their total accrued sick days for purposes of sick day buyback.

Note: Under normal circumstances, unpaid leave will not be granted to extend vacations and/or holidays. Employees who have special circumstances may submit a request for approval to the building Principal or the Superintendent.

Bereavement Leave

A professional employee will be allowed up to five (5) days of paid bereavement leave in a given school year in the event of the death of a member of his/her or his/her significant other's immediate family. If necessary, the employee may also request use of additional available sick days. For other family members and others not covered above, employees may request the use of their available sick days.

Maternity Leave

Background	<p>In accordance with the provisions of this article, a professional employee who becomes pregnant shall be entitled to a maternity leave of absence with or without pay as described below. The professional employee shall notify the Superintendent within a reasonable time after the pregnancy has been established, but no later than eight (8) weeks prior to the estimated delivery date.</p> <p>Note: A pregnant employee may continue to teach as long as she is able to perform her duties in a satisfactory manner.</p>
-------------------	--

Female Maternity leave	The table below explains the paid and unpaid maternity leave time for part/full time professional female employees.	
	If the female....	Then she is entitled to...
	<ul style="list-style-type: none"> • is a part/full time professional, • has been employed at least three consecutive months , • gives two weeks notice of her departure day and notice that she intends to return to her job, 	<ul style="list-style-type: none"> • eight (8) weeks maternity leave without pay and • an additional four (4) weeks child rearing leave without pay, and • return to the same position without loss of employment benefits for which she was eligible on the date her leave commenced if she terminates her leave within twelve (12) weeks.
	<p>Notes:</p> <p>1. The first eight (8) weeks, which are counted as normal school days, exclusive of vacation(s), shall be deducted from said professional employee's sick days.</p> <p>2. The additional four (4) weeks are <u>without pay absent disability, but with insurance benefits continuing to be paid by the system</u> . The employee continues to pay his/her portion of the premium.</p> <p>3. The parties further agree that days taken under these leaves are school days from within any one (1) school year.</p>	

Paternity leave	Every part/full time professional male employee is entitled to the same eight (8) weeks of child rearing leave without pay as a female and four (4) weeks of child rearing leave without pay as a female under the conditions as noted above.
------------------------	---

Maternity Leave, Continued

Extended maternity/paternity leave	<p>A professional employee is entitled to maternity/paternity leave without pay longer than twelve (12) weeks and up to eighteen (18) months under the following conditions.</p> <p>Full time professional employees must:</p> <ul style="list-style-type: none"> • be eligible for a maternity/paternity leaves under the terms of the previous section, • give the Superintendent written notice of the employee's intention to take more than eight (8) weeks not later than six (6) weeks after the birth of the child and include in such notice the date the employee intends to return and • return at the opening of school in September following the birth of the child or if that should be less than six (6) months following the termination of pregnancy then at the employee's option that September or the next following September and, in either case, is entitled to the same position if vacant or to a similar position. <p>In the event that extended maternity/paternity leave has previously been taken by a professional employee, such employee shall be entitled to this second or subsequent leave only if he/she has been an employee for the immediately preceding eight (8) consecutive months that includes the maternity/paternity leave of eight (8) weeks or twelve (12) weeks.</p> <p>Note: Extended maternity/paternity leave, and all rights and benefits hereunder including the right to return as described and limited by the terms described previously, shall in any event terminate no later than eighteen (18) months following the commencement of such maternity/paternity leave.</p>
	<p>See Appendix: Family Medical Leave Act</p>
Disabilities rationale	<p>Disabilities caused or contributed to by:</p> <ul style="list-style-type: none"> • pregnancy, • miscarriage, • abortion, • childbirth, and • recovery therefrom <p>shall be treated as temporary disabilities eligible for accumulated sick leave benefits as listed under the heading of Sick Leave.</p>

Sick Leave Bank

Explanation of Sick Leave Bank	A sick leave bank has been established for the purpose of making additional sick leave days available to professional employees who have been employed by the Nantucket Public Schools for at least one (1) year, who have exhausted their entire sick leave accumulation and who have a serious illness or injury.
---------------------------------------	---

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members; two (2) designated by the School Committee and two (2) designated by the Association. In the event of a tie, the parties agree that they will go to the Board of Mediation and Conciliation or the American Arbitration Association for a final disposition of the matter pursuant to their rules.

The decision of the Sick Leave Bank Committee shall be final and shall not be subject to the Grievance Procedure. Any appeal must be made to the Sick Bank Committee itself.

In administering the Bank, determining eligibility, and determining the amount of leave, the following criteria shall be applied by the Bank Committee:

- a. medical evidence of serious extended illness or injury
- b. prior utilization of eligible sick leave
- c. other factors as a majority of the Sick Leave Bank Committee may deem appropriate

No days may be withdrawn from the Bank for any other than prolonged illness or injury.

Days may not be withdrawn to permit an individual to stay at home to care for other members of the family.

A request for Sick Leave Bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and extent of the illness or injury and the estimated time that the employee will be absent from work. No application to the Sick Bank Committee will be considered without this requisite.

Under unusual circumstances, the Association may submit a written request on behalf of an eligible individual.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

Upon completion of the initial grant of sick leave days and reapplication, the period of entitlement shall be extended by the Sick Leave Bank Committee upon adequate demonstration of medical evidence of continuing serious illness or injury or other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

Sick Leave Bank, Continued

The sick leave days granted by the Bank will be retroactive to the first day of the employee's illness or injury after his/her personal sick leave has been exhausted.

Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the Bank will not commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.

It is agreed that not more than a total of one hundred eighty-five (185) sick leave days shall be granted to any applicant from the Sick Leave Bank during any one (1) work year.

Any grant of sick leave days shall end on the last day of the school year in which the prolonged illness or injury began.

When the Sick Leave Bank depletes to five hundred (500) days, one (1) sick leave day will be deducted from the accumulated sick leave days of each employee.

In the event of a new contract and/or an extension of the existing one, the balance of days in the Sick Leave Bank is to be carried over to succeeding years.

Leave of Absence

Introduction	<p>Professional employees may apply for a leave of absence (with or without pay). Leaves (with the exception of jury duty, FMLA, MMLA, and Military Leave) must be applied for in writing to the Superintendent by <u>March 5</u>.</p> <p>All benefits which a professional employee had accrued at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be given or assigned to the same position he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position for which the professional employee is certified.</p> <p>An employee on a leave of absence must give written notice to the Superintendent of Schools by <u>March 5 of the year the leave expires</u> of his intention to return or resign unless an extension of leave or a new leave has been granted. Failure to furnish written notice shall constitute a notice of resignation.</p> <p>Note: All requests for renewal or extensions of leaves will be applied for and granted or refused <u>in writing</u>.</p>
---------------------	---

Types of leave	The following are types of leave that professional employees may apply for:	
	Type of Leave	Compensation
	Jury Duty	his/her normal daily rate of pay less any sum received by the teacher for such jury duty
	Peace Corps, Vista, Teacher Corps, or exchange teacher, or overseas teacher on a full time basis	without pay up to two (2) years
	Armed Forces, Peace Corps, or Vista	all of their accumulated sick leave and any other benefits described in this agreement upon returning to the Nantucket School System

Leave of Absence, Continued

Unpaid leave	Extended professional leave may be granted one (1) school year at a time without pay to a certified employee who has served satisfactorily. The teacher must submit a written request stating the reason for such an absence on or before March 5 .	
Other leave	The following table explains other types of leave.	
	Type of leave	Compensation
	Serious illness or injury in the professional employee's immediate family requiring bedside or household attention	Up to five (5) days emergency leave to be deducted from the sick leave of a professional employee
	Legal proceeding connected with the professional employee's employment or with the school system	Time necessary for appearance with pay if the presence of the professional employee is required by subpoena to be a witness
	Tuberculosis in a communicable state where the professional employee is excluded or removed from employment	with pay for the entire period of such exclusion or removal, but in no case, more than two (2) years. Note: Must use accrued, unused sick days first.
	Active reserve component of the Armed Forces for the purpose of attending an annual tour of duty as a member of that reserve component	with pay not exceeding seventeen (17) days- at the normal daily rate of pay, less any sum paid to him for such duty or service. Note: The Superintendent may request summer service for the teacher.
Miscellaneous leave	Emergency and/or temporary absences with pay, for reasons not mentioned above may be granted by the Superintendent at his/her discretion and may be deducted from the employee's sick leave.	

Adoption Leave

Introduction	An employee adopting a child of five (5) years of age or younger shall be entitled to a child rearing leave without pay of up to eighteen (18) months providing he/she follow the proper procedure.	
Procedure	The following is the procedure for professional employees applying for adoption leave:	
	Step	Action
	1	Complete ninety (90) consecutive days of employment in the Nantucket Public Schools prior to commencement of the leave.
	2	<p>Prior to the commencement of the leave, give sixty (60) days notice to the Superintendent of :</p> <ul style="list-style-type: none"> • his/her intent to take such a leave, • the anticipated date of departure, • the duration of the leave, • and assurance of his or her intent to return to work
	3	Notify the Superintendent when notice of the approval by the concerned agency is received and give additional notice of the actual date of departure, duration of leave, and his/her assurance of his/her intent to return to work.
	4	Provide the Superintendent with proof of custody of the child <u>within fifteen (15) days of final notice to employee from the agency</u> in order to continue the leave beyond the initial fifteen (15) day period.
Adoption leave benefits	<p>The professional employee is entitled to return to the same position without loss of employment benefits for which he/she was eligible on the date his/her leave commenced if <u>he/she terminates his/her leave within twelve (12) weeks.</u></p> <ul style="list-style-type: none"> • Eight (8) of these weeks shall be deducted from said employee's accumulated sick leave, if the employee desires. • The additional four (4) weeks are without pay, but with insurance benefits continuing to be paid by the system. Employee continues to pay his/her portion of the premium. <p>Note: No part of these twelve (12) weeks may be borrowed from the sick leave bank. Days taken under this twelve (12) week leave are school days from within any one (1) school year.</p>	

Chapter 6

Employment

Open Positions

Vacancies and new positions	The following is the process for filling employment vacancies and new positions.	
	Who does it	What happens
	Superintendent	posts vacancies and new positions in a designated area of all school buildings as they occur or are anticipated. Such notices include: <ul style="list-style-type: none"> • job description for each existing and newly created position, • a statement of minimum qualifications, • and the date by which candidates must apply.
	Association members	may request to receive such notices during summer recess in a timely fashion. Note: Must note this request on year-end check off list.
	Professional employee	submits a written request to the Superintendent stating the assignment preferred.
Note: No vacancy, except in the case of an emergency, shall be filled on a temporary basis until such vacancy shall have been posted for at least ten (10) days. Temporary appointments shall not extend beyond an unreasonable period of time.		

Posting dates	The following are posting dates for class, club advisor, and coaching positions.		
	Position	Posting Date	Appointment Date
	Class & club advisors for next academic year	June 1	Last day of school
	Fall athletic coaching positions	June 1	*June 15
	Winter athletic coaching positions	October 1	*October 15
	Spring athletic coaching positions	January 1	*January 15
*except when special circumstances warrant a later appointment.			

Transfers, Reassignments, and Contract Non-renewal

Introduction	<p>When making reassignments (within a school) and transfers between schools), the Superintendent will give consideration to:</p> <ul style="list-style-type: none"> • the desires of the professional employee, • his/her area of competence, • his/her major and/or minor field of study, • his/her quality of performance, • length of his/her service in the Nantucket School system, and • the needs of the department. <p>In making transfers, the convenience and wishes of the individual professional employee will be honored to the extent that these do not conflict with the best interests of the school system and the pupils. Internal candidates seeking voluntary transfer should be given careful consideration based upon their certification and their service to the district.</p>
---------------------	--

Transfer process	The following is the process for transfer or reassignment of a professional employee:	
	Who does it	What happens
	Superintendent or designee	meets with the professional employee to discuss transfer or reassignment.
	Professional employee	receives a registered or hand-delivered letter informing him/her of the intended change and the reasons for the same.
	Professional employee	has thirty (30) day period from post marked mail before making the change.
	Superintendent	may waive the meeting and the thirty (30) day clause <u>in extremely unusual circumstances</u> but will avoid this whenever possible.

Non-renewal	Professional employees who have not attained professional teacher status and whose contract is not to be renewed shall be notified in writing by 7 calendar days after completion of town meeting or May 1st, whichever shall first occur.
--------------------	--

Staffing and Termination

Introduction	The Superintendent, at his/her sole discretion, determines the number of professional employees necessary or desirable in the school system.	
Staffing	Professional employees shall receive written notification of teaching assignments, student placement, and room assignments for the upcoming school year prior to the close of school, except when special circumstances necessitate late notification.	
Termination	<p>In the event of a reduction of the number of professional employees in the school system which results in the termination of a teacher, the Superintendent shall not terminate a professional employee who has attained Professional Teacher Status if he/she is fully qualified and certified for a position held by a professional employee who has not attained Professional Teacher Status.</p> <p>Note: If in the opinion of the Superintendent, a professional employee, although technically fully qualified, is not able to perform satisfactorily in the contemplated position, the situation will be reviewed with the professional employee and/or members of the Teachers' Association.</p> <p>In determining the order in which professional employees with Professional Teacher Status shall be terminated within their major areas of certification, the Superintendent shall consider the following factors:</p> <ul style="list-style-type: none"> • professional training, • quality of performance, • prior evaluations, • professional experience within a given discipline, • and the needs of the school system. 	
	<p>If ...</p> <p>(at the discretion of the Superintendent, after consultation with other relevant supervisory personnel)</p>	Then ...
	Two (2) or more professional employees with Professional Teacher Status are approximately equal on the basis of the factors set above	the professional employee having the shortest length of employment in the Nantucket School system shall be terminated first.

Staffing and Termination, Continued

Notice of termination (Professional Teacher Status)	The Superintendent shall make every effort to notify a professional employee with Professional Teacher Status affected by reduction in staff by 7 calendar days after completion of town meeting or May 1st, whichever shall first occur, of the school year preceding the school year in which the reduction is to be made.
Notice of termination (Non-Professional Teacher Status)	The Superintendent shall make every effort to notify a professional employee without Professional Teacher Status of non-renewal of contract for the following school year by 7 calendar days after completion of town meeting or May 1st, whichever shall first occur.
Recall rights	The Superintendent, applicable Principal and NTA Co-President (or designee) shall meet with affected employees to notify them of the Reduction-in-Force no later than seven days of completion of town meeting or May 1, whichever shall first occur. Professional employees who are laid off shall retain recall rights for a period of two (2) years from the effective date of the layoff to fill vacancies within the professional employee's area of certification and qualification. These professional employees shall be recalled in the inverse order of their layoff. Professional employees who are on the recall list shall lose their place on the list in the event that proper certification is not in effect as of June 30 following notification of recall. During the recall period, professional employees who have been laid off shall be given preference on the substitute list if they so desire. The effect on Professional Teacher Status of a layoff shall be determined in accordance with applicable law.

Chapter 7

Professional Employee Evaluation

Evaluation process

Rationale	<p>The major focus of evaluation should be <u>performance</u>; what a teacher does and causes to happen. By focusing on performance, subjective opinion is reduced considerably, and observable objective evidence becomes the basis for the evaluation.</p> <p>Evaluation of all professional employees shall follow the Massachusetts Model System for Educator Evaluation, as developed by the Massachusetts Department of Elementary and Secondary Education and as modified and adapted for use in the Nantucket Public Schools as agreed upon by the School Committee and Nantucket Teachers Association.</p>	
Additions to Personnel File	<p>No material derogatory to a professional employee regarding his/her :</p> <ul style="list-style-type: none"> • conduct, • service, • character, • or personality will, unless substantiated by evidence, be placed in his/her personal file unless the teacher has had an opportunity to review the material (see below). 	
The right to review personnel files process	<p>The following is the process for professional employees who wish to review the contents of their personnel files.</p>	
	Who does it	What happens
	The professional employee	presents a written request to review the contents of his/her personnel file
	A representative of the Association	may accompany the employee at his/her request to review the material.
	The professional employee	reviews his/her file in the presence of a Central Office representative.
	The professional employee	acknowledges that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed <u>with the express understanding that such signature in no way indicates agreement with the contents thereof.</u>
	The professional employee	has the right to submit a written answer to such material.
	The Superintendent	reviews the letter and attaches it to the file copy.

Evaluation process, Continued

Professional Employee Discipline	The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a professional employee for delinquency of a professional performance.	
	If a professional employee...	Then....
	is to be disciplined or reprimanded by a member of the Administration above the level of the Principal	he/she will be entitled to have a representative of the Association present.

Public complaint	Any complaint to be acted upon or made a part of the public record regarding a professional employee made to any member of the Administration or School Committee by any parent, student, or other person shall be promptly called to the attention of the professional employee and the complainant identified.
-------------------------	--

Teacher "At- Risk"	<p>A teacher is considered to be "at-risk" when the Principal has serious concerns regarding his/her performance. When there is a serious concern regarding a teacher's performance, which may lead to dismissal or being held at current compensation:</p> <ul style="list-style-type: none"> the Principal may move the teacher to a yearly evaluation cycle, and/or either party may request that a second evaluator be asked to participate in the formal evaluation stage.
---------------------------	---

Chapter 8

Professional Employee Facilities

Facilities Use

Rationale	All professional employees shall, to the extent possible, be assured of a safe, healthy, and secure work environment. Any reasonable complaint by a professional employee as to a school facility shall be investigated promptly by Administration and the employee shall be notified of the action taken.
Professional Employee Facilities	<p>Where practical and possible, each school staff shall have the following facilities including but not limited to:</p> <ul style="list-style-type: none"> • professional employee workroom containing adequate equipment and supplies to aid in the preparation of instruction materials, • an appropriately furnished room to be reserved for the exclusive use of the professional employees as a faculty lounge, • clean, well-maintained, properly ventilated and lighted classrooms, and appropriately supplied instructional areas ready for teaching, • a serviceable desk and chair for the professional employee in each classroom, • a secure place for personal belongings in each classroom (preferably) or other easily accessible location, • well-lighted and clean rest rooms for both male and female employees, • adequate parking lots and walkways, illuminated as necessary.

Facilities Use, Continued

Use of facilities	<p>The School Committee and Association are committed to and encourage the health and wellness of the staff.</p> <p>The School Committee also recognizes that professional employees need access to the school facilities during non-school hours.</p> <p>Therefore,</p> <ul style="list-style-type: none"> • professional employees covered by this contract will have use of school facilities for health and recreation purposes when they are open and properly staffed. • professional employees covered by this contract shall be granted reasonable access to school facilities for academic purposes when they are open and properly staffed, and • teachers will be given adequate notice when the building or rooms are not available or in use. • the Association will have the right to use the school building for meetings after school with approval of the Principal of the building. • the Association shall have the right to display on bulletin boards, distribute in the mailboxes of individual professional employees, or via computerized technology, any official Association notices or circulars, and • teaching stations which are used outside of the school day shall be left ready for instruction the following school day, and supplies and equipment used shall be returned and furniture reorganized.
--------------------------	--

Professional Employee Benefits

Miscellaneous

Moving Expenses	Within his/her first year, a new professional employee bringing his/her household effects to the island will be repaid, not to exceed \$500.00, upon his/her presentation of freight and/or moving receipts. Under special circumstances, the Superintendent may grant additional reimbursement.
Employee Housing Payroll Deduction	The School Committee and the Association agree that the Nantucket Education Trust reserves the right to deduct the rental fee for employees living in Employee Housing.
Activity Pass	Employees covered by this contract will be provided an activity pass that grants them FREE admission to school-sponsored events and activities, which are not conducted for the purpose of fundraising.
Worker's Compensation	Worker's Compensation covers a professional employee in the Nantucket School System. The compensation shall pay an employee who received injuries arising out of, and in the course of his/her employment, the compensation provided by M.G.L. Chapter 152; 69. This amount equals the difference between the amount paid under Worker's Compensation and the employee's normal pay. This payment is taken from the employee's accumulated sick leave time or vacation time on a pro-rata basis. In no case will this combined payment exceed the employee's regular pay. This payment will include the Worker's Compensation payment plus unused sick leave and/or vacation time on a pro-rata basis.

Chapter 10

Communication

Censorship and restraint

The School Committee and Association agree that, given a context of respectful discourse by all parties, full freedom in the exchange of ideas is essential to the fulfillment of the goals of the Nantucket School District. They acknowledge the fundamental need to protect employees from censorship and restraint, which may interfere with their professional responsibilities. These responsibilities include:

- a commitment to the democratic tradition, and
- a concern for the welfare, growth, and development of children.

Minutes of School Committee meetings

The minutes of previous School Committee meetings are to be furnished to each school.

CORI language

In compliance with the provisions of M.G.L. Chapter 71, § 38R, the Superintendent of Schools shall request and review CORI checks. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Such checks shall take place:

- not more than once every three (3) years
- or when requested by Administration.

Employees shall be made aware that, upon request, they shall be provided with a CORI report received by the Superintendent. All CORI reports shall be kept in a separate, secure file maintained in the Superintendent's office. Upon termination of employment, an employee may request in writing that he/she be given a copy of his/her reports.

After a review of a CORI report, the Superintendent, if he/she deems it necessary, may meet with the employee who may at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth".

Salary Schedule

Rationale To honor the work teachers do for children and the time it takes to do it.

Year	Raise
2014-2015	2.0 %
2015-2016	2.0 %
2016-2017	2.0 %

(percentages of annual increase are applicable to the base and all A's)

Salary schedule Step increases for the term of this agreement are as follows:

Step	*Percent Increase
Step 1 to Step 2	3%
Step 2 to Step 3	3%
Step 3 to Step 4	3%
Step 4 to Step 5	3%
Step 5 to Step 6	3%
Step 6 to Step 7	3%
Step 7 to Step 8	3%
Step 8 to Step 9	3%
Step 9 to Step 10	3%

*(percentages are of the previous year's salary)

Column increases for the term of this agreement are as follows:

Education Degree	*Percent Increase
B to B+15	2%
B+15 to B+30	4%
B+30 to M	8%
M to M+15	10%
M+15 to M+30	12%
M+30 to M+45 CAGS/PhD	16%

* Percentages are of the base of bachelor's column for the respective step

Appendix A

Salary Schedule: 2014-2015 through 2016-2017 School Years

2014: 1-9's move up one numbered step / 10's become C's / C's stay C's / B's become A's / A's stay A's
(based on previous year's designation)

2014 - 2015		B	B+15	B+30	M	M+15	M+30	M+45
		1.02	1.02	1.04	1.08	1.1	1.12	1.16
1	1.02	55,739	56,854	57,968	60,198	61,313	62,428	64,657
2	1.03	57,411	58,559	59,708	62,004	63,152	64,300	66,597
3	1.03	59,133	60,316	61,499	63,864	65,047	66,229	68,595
4	1.03	60,907	62,126	63,344	65,780	66,998	68,216	70,653
5	1.03	62,735	63,989	65,244	67,753	69,008	70,263	72,772
6	1.03	64,617	65,909	67,201	69,786	71,078	72,371	74,955
7	1.03	66,555	67,886	69,217	71,880	73,211	74,542	77,204
8	1.03	68,552	69,923	71,294	74,036	75,407	76,778	79,520
9	1.03	70,608	72,021	73,433	76,257	77,669	79,081	81,906
10	1.03	72,727	74,181	75,636	78,545	79,999	81,454	84,363
C	1.02	83,450	85,120	86,789	90,127	91,796	93,465	96,803
A	1.02	86,264	87,989	89,715	93,166	94,890	96,615	100,066

2015: 1-9's move up one numbered step / 10's become A's / C's become A's / A's stay A's
(based on previous year's designation)

2015 - 2016		B	B+15	B+30	M	M+15	M+30	M+45
		1.02	1.02	1.04	1.08	1.1	1.12	1.16
1	1.02	56,854	57,991	59,128	61,402	62,539	63,676	65,950
2	1.03	58,559	59,730	60,902	63,244	64,415	65,586	67,929
3	1.03	60,316	61,522	62,729	65,141	66,348	67,554	69,967
4	1.03	62,126	63,368	64,611	67,096	68,338	69,581	72,066
5	1.03	63,989	65,269	66,549	69,108	70,388	71,668	74,228
6	1.03	65,909	67,227	68,545	71,182	72,500	73,818	76,454
7	1.03	67,886	69,244	70,602	73,317	74,675	76,033	78,748
8	1.03	69,923	71,321	72,720	75,517	76,915	78,314	81,111
9	1.03	72,021	73,461	74,901	77,782	79,223	80,663	83,544
10	1.03	74,181	75,665	77,148	80,116	81,599	83,083	86,050
A	1.02	87,990	89,749	91,509	95,029	96,787	98,548	102,067

2016: 1-9's move up one numbered step / 10's stay 10's / A's become 10's
(based on previous year's designation)

2016 - 2017		B	B+15	B+30	M	M+15	M+30	M+45
		1.02	1.02	1.04	1.08	1.1	1.12	1.16
1	1.02	57,991	59,151	60,310	62,630	63,790	64,950	67,269
2	1.03	59,730	60,925	62,120	64,509	65,704	66,898	69,287
3	1.03	61,522	62,753	63,983	66,444	67,675	68,905	71,366
4	1.03	63,368	64,635	65,903	68,438	69,705	70,972	73,507
5	1.03	65,269	66,575	67,880	70,491	71,796	73,101	75,712
6	1.03	67,227	68,572	69,916	72,605	73,950	75,294	77,984
7	1.03	69,244	70,629	72,014	74,784	76,168	77,553	80,323
8	1.03	71,321	72,748	74,174	77,027	78,453	79,880	82,733
9	1.03	73,461	74,930	76,399	79,338	80,807	82,276	85,215
10	1.02	89,750	91,544	93,340	96,930	98,723	100,519	104,109

APPENDIX B

Extracurricular Differentials (Stipends)

The administration will create specific job descriptions, with input from the staff, for all extracurricular activities in Appendix B for which staff may receive a stipend. These job descriptions will be made available by the date of the posting so that those interested in filling these positions understand in advance the requirements of the position for the stipend being offered.

Activity	2014-2015 2015-2016 2016-2017
<u>Supervisory Club Advisors</u> <ul style="list-style-type: none"> <i>Supervisory duties, organizing, and scheduling location</i> <i>Club meets at least 3 hours a month for 10 months</i> <i>Recommend # of participants: 8-12 students</i> Chess DDR (Dance Dance Revolution) Ski Club	830
<u>Instructional Club Advisors</u> <ul style="list-style-type: none"> <i>Planning and creativity, preparation of materials and supplies, instruction, supervisory duties, organizing, and scheduling location</i> <i>Club meets at least 3 hours a month for 10 months</i> <i>Recommend # of participants: 8-12 students</i> Culinary Arts Art CPS/NHS Math League Electronics French Spanish	1050
<u>Intramural Sports Advisor/Instructor</u> <ul style="list-style-type: none"> <i>Short term sports activity</i> <i>Planning and creativity, instruction, supervisory duties, organizing, and scheduling location</i> <i>Recommend # of participants: 8-12 students minimum</i> Badminton Water Polo Weight Room Ballroom Dancing Yoga	35/hour

Activity	2014-2015 2015-2016 2016-2017
<u>Class Advisors</u>	
<ul style="list-style-type: none"> • <i>Supervisory duties, organizing, and scheduling location</i> • <i>Group meets at least 3 hours a month for 10 months</i> • <i>Recommend # of participants: 8-12 students</i> • <i>Guidance and leadership for students</i> • <i>Additional duties required for grades 11-12</i> 	
Class Advisor (grade 6, 7, 9, 10)	830
Class Advisor (grade 8)	1100
Class Advisor (grade 11)	1270
Class Advisor (grade 12)	1522
<u>Yearbook Advisor</u>	
<ul style="list-style-type: none"> • <i>Supervisory duties, organizing, scheduling location for meetings</i> • <i>Active participant of process with resulting project</i> • <i>Instruction and guidance</i> • <i>Recommended # of participants: 8-12 students</i> 	
Yearbook (NHS)	3885
Yearbook (CPS)	1343
Yearbook (NES)	1343
<u>Additional Advisors</u>	
Peer Support / Natural Helpers Advisor	2660
Drama Club Advisor (NHS)	2500
Select Singing Group Advisor	1620
Musical Production Advisor	2500
Veritas Advisor	5970
Student Council Advisor (NHS)	2210
Student Council Advisor (CPS)	1490
<u>Special Event Coordinator</u>	1050
<ul style="list-style-type: none"> • <i>Planning and creativity, organizing, and scheduling location</i> • <i>Events that are not year round or spanning the school-year</i> • <i>Communication point between school, students, parents and community</i> 	
Science Fair	
SPLASH Day	
Extended Field Trip Advisor	

Activity	2014-2015 2015-2016 2016-2017
<u>School Group Coordinator</u> <ul style="list-style-type: none"> <i>Supervisory duties, organizing, and scheduling location</i> <i>Club meets at least 3 hours a month for 10 months</i> <i>Recommend # of participants: 8-12 students</i> <i>Guidance and leadership for students</i> <p>Environmental Club Diversity Club National Honor Society Gay/Straight Alliance SADD</p>	830
<u>Additional Coordinators</u>	
Intramural Coordinator (each school)	690
Communication Coordinator (each school)	1550
SAT Site Coordinator	1550
<u>Mentor Program</u>	
Mentor Coordinator	2500
Teacher Mentors	1668
<u>Department Heads / Team Leaders</u>	1668
<ul style="list-style-type: none"> Grade Level Team Leaders PK-8 Special Education –NES, NHS Specialists - CPS Specialists - NES Vocational/Technology Education –Grades 6-12 World languages –Grades 6-12 Art –NHS Guidance –NHS English –NHS Math –NHS Music –NHS Science –NHS Social studies –NHS Physical Education –NHS 	
<u>Tutors</u>	
Instructional (per hour) (Academic Support/Tutors, MCAS tutors, Special Ed Tutors)	40
Supervisory (per hour) (NHS Homework Help, Library Support)	30

Appendix C - Coaches Differentials (Stipends)

		2014-2015	2015-2016	2016-2017
Site Supervisor	per hour	30	30	30
Interscholastic Sports – Medical Coverage Fall, Winter, Spring, Summer	per hour	40	40	40

	LEVEL 1	LEVEL 2	LEVEL 3
FALL			
Field Hockey, Varsity	\$5,653	\$6,392	\$7,131
Field Hockey, J.V.	\$4,422	\$4,802	\$5,194
Field Hockey, Middle School	\$2,093	\$2,261	\$2,440
Football, Varsity Head	\$8,094	\$8,844	\$9,571
Football, Varsity Assistant	\$5,900	\$6,280	\$6,638
Football, J.V. Head	\$5,900	\$6,280	\$6,638
Football, J.V. Assistant	\$4,052	\$4,399	\$4,746
Golf, Varsity	\$5,194	\$5,866	\$6,526
Golf, J.V. or Assistant	\$4,052	\$4,399	\$4,746
Soccer, Varsity	\$5,653	\$6,392	\$7,131
Soccer, J.V. or Assistant	\$4,422	\$4,802	\$5,194
Soccer, Middle School	\$2,093	\$2,261	\$2,440
Cheerleading, Varsity	\$5,194	\$5,866	\$6,526
Cheerleading, J.V. or Assistant	\$4,052	\$4,399	\$4,746
WINTER			
Basketball, Varsity	\$6,504	\$7,220	\$7,903
Basketball, J.V. or Assistant	\$4,847	\$5,217	\$5,407
Basketball, Middle School	\$2,093	\$2,261	\$2,440
Gymnastics, Varsity	\$5,653	\$6,392	\$7,131
Gymnastics, J.V. or Assistant	\$4,422	\$4,802	\$5,194
Gymnastics, Middle School	\$2,093	\$2,261	\$2,440
Swimming, Varsity	\$5,653	\$6,392	\$7,131
Swimming, J.V. or Assistant	\$4,422	\$4,802	\$5,194
Swimming, Diving Coach	\$2,093	\$2,261	\$2,440
Ice Hockey, Varsity	\$5,653	\$6,392	\$7,131
Ice Hockey, J.V. or Assistant	\$4,422	\$4,802	\$5,194
Ice Hockey, Middle School	\$2,093	\$2,261	\$2,440
SPRING			
Baseball, Varsity	\$5,653	\$6,392	\$7,131
Baseball, J.V. or Assistant	\$4,422	\$4,802	\$5,194
Baseball, Middle School	\$2,093	\$2,261	\$2,440
Softball, Varsity	\$5,653	\$6,392	\$7,131
Softball, J.V.	\$4,422	\$4,802	\$5,194
Softball, Middle School	\$2,093	\$2,261	\$2,440
Boys Lacrosse, Varsity	\$5,653	\$6,392	\$7,131
Boys Lacrosse, J.V. or Assistant	\$4,422	\$4,802	\$5,194
Boys Lacrosse, Middle School	\$2,093	\$2,261	\$2,440
Girls Lacrosse, Varsity	\$5,653	\$6,392	\$7,131
Girls Lacrosse, J.V. or Assistant	\$4,422	\$4,802	\$5,194
Girls Lacrosse, Middle School	\$2,093	\$2,261	\$2,440
Sailing, Varsity	\$5,653	\$6,392	\$7,131
Sailing, J.V. or Assistant	\$4,422	\$4,802	\$5,194

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule

leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information: 1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division WHD
Publication 1420 Revised January, 2009

Contract between the Nantucket School Committee and the Nantucket Teachers' Association: July 1, 2014 – June 30, 2017

Table of Contents

• Parties and Signatures	page 1
CHAPTER 1: SCOPE	
• Preamble.....	page 2
• Request/ Notification Dates	page 3
• Responsibilities of Contracting Parties.....	page 5
• Duration of Agreement	page 8
CHAPTER 2: GRIEVANCES	
• The Grievance Procedure	page 9
CHAPTER 3: PROFESSIONAL EMPLOYEE COMPENSATION	
• Salary	page 12
• Longevity	page 13
• Insurance	page 16
• Extra Compensation	page 20
• Professional Development	page 21
• Coursework Reimbursement	page 22
CHAPTER 4: ROLES AND RESPONSIBILITIES OF PROFESSIONAL EMPLOYEES	
• Hours of Work	page 24
• District Email Account	page 24
• Work Year	page 25
• Open House	page 26
• Parent Conferences	page 26
• Part-Time Employees	page 27
• Extracurricular Duties	page 28
• Preparation Time	page 29
• Duty-Free Lunch	page 28
CHAPTER 5: LEAVE POLICIES	
• Sabbatical	page 30
• Sick Leave	page 32
• Personal Leave	page 33
• Maternity & Paternity Leave	page 34
• Sick Leave Bank	page 36
• Leave of Absence	page 38
• Adoption Leave	page 40

Table of Contents

(continued)

CHAPTER 6: EMPLOYMENT	
• Open Positions/Posting	page 41
• Transfers, Reassignments and Contract Non-renewal	page 42
• Staffing and Termination (Reduction in Force)	page 43
• Recall Rights	page 44
CHAPTER 7: PROFESSIONAL EMPLOYEE EVALUATION	
• Evaluation Process	page 45
• Personnel Files	page 45
• Teacher "At-Risk"	page 46
CHAPTER 8: PROFESSIONAL EMPLOYEE FACILITIES	
• Facilities Use	page 47
CHAPTER 9: PROFESSIONAL EMPLOYEE BENEFITS	
• Miscellaneous	page 49
CHAPTER 10: COMMUNICATION	
• Censorship and restraint	page 50
• CORI	page 50
SALARY SCHEDULE	
• Annual Raises and Salary Schedule (with Steps)	page 51
APPENDIX	
• A. Teachers' Salary Schedule: 2014-2015, 2015-2016, 2016-2017	page 52
• B. Extracurricular Differentials (Stipends)	page 53
• C. Coaches Differentials	page 56
• D. Family Medical Leave Act	page 57