

# TEACHING ASSISTANTS

AGREEMENT

BETWEEN

THE NANTUCKET SCHOOL COMMITTEE

AND THE

NANTUCKET TEACHERS' ASSOCIATION

FOR THE

2021-2022

2022-2023

2023-2024

School Years

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## Contents of the Agreement

### Duration of Contract

This Agreement is in effect commencing July 1, 2021, and continues in effect until June 30, 2024. On or before February 1, 2023, the School Committee or the Association may notify the other in writing of its intention to negotiate a successor Agreement. Absent such notification, the terms of this Agreement shall be in full force and effect.

### Parties to the Agreement

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this agreement is made by the School Committee of Nantucket and the Nantucket Teachers' Association/Massachusetts Teachers' Association/National Education Association. The Nantucket School Committee (hereinafter referred to as the Committee) recognizes the Association for the purpose of collective bargaining as the exclusive representative of a unit consisting of:

**All full-time and regular part-time Teaching Assistants employed by The Nantucket School Committee.**

### Authorship

All wording and changes 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, neither party shall be deemed to be the author of this document; nor shall any such wording or ambiguous language be construed against either party on the basis that it is the author of the document.

Nantucket School Committee	Pauline Proch _____ (Chair) _____ (Date)
	Jenn Iller _____ (Vice Chair) _____ (Date)
Nantucket Teachers' Association	Alice Crowley _____ (Co-President) _____ (Date)
	Page Martineau _____ (Co-President) _____ (Date)

## Request/Notification Dates

**Current Contract 2021-2024** The following are relevant dates for this contract.

<b>OFFER OF EMPLOYMENT</b>		<b>DATE</b>
Issuance of yearly offer of employment		May 31
Acceptance of yearly offer of employment		June 15
<b>CONTRACT MODIFICATION, TERMINATION, NEGOTIATION</b>		<b>DATE</b>
Modify/terminate contract agreement		February 1, 2023
Start negotiations		March 1, 2023
<b>LEAVE</b>		<b>DATE</b>
Request for upcoming school year unpaid leave		March 5
Request for emergency leave		ASAP
Notification of return/ non veteran from leave		March 5
Notification of return from transfer		March 5
Notification of intent to take maternity leave ( 8 weeks)		8 weeks before birth
Notification of intent to take more than 8 weeks (9 weeks plus)		4 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
<b>SICK DAYS/REIMBURSEMENT</b>		<b>DATE</b>
Notification of accrued sick days		October 1
Notification of Sick Bank Balance		October 15
Request for reimbursement of sick day buyback		May 1
<b>SPORTS</b>		<b>DATE</b>
Posting of fall sports		June 1
Appointing of all 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
<b>STAFFING/TRANSFER</b>		<b>DATE</b>
Pink Slips	Earliest of May 1 or 7 calendar days after completion of town meeting	
Notification of reinstatement		May 15
Notification of Teaching Assistant assignment for the upcoming year		June 15
Transfer of position		1 week prior to transfer
<b>EVALUATION</b>		<b>DATE</b>
1 <sup>st</sup> Observation for new Teaching Assistants		Before November 1
1 <sup>st</sup> Observation for returning Teaching Assistants		By December 15
2 <sup>nd</sup> Observation		By May 15
2 <sup>nd</sup> Observation (if 1 <sup>st</sup> results in 2 Needs Improvement or 1 Unsatisfactory)		By February 1
Improvement Review (only if TA is on Plan of Improvement)		By April 15
End of Year Reflection submitted by TA		By May 15
Summative Evaluation		By June 15

### **Scope of Agreement**

This Agreement constitutes the sole and entire agreement between the School Committee and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School Committee and the Association, for the life of this Agreement, voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.

### **Savings Clause**

If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law, then that provision is deemed invalid except to the extent permitted by law, but all other provisions continue in full force and effect.

### **School Committee Rights**

The School Committee, on its own behalf, and on behalf of all the voters of the School District, retains and reserves to itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the Commonwealth of Massachusetts and the United States.

### **No Strike**

The Association, on its own behalf, and on behalf of each employee in this unit, agrees that during the terms of this Agreement it will not authorize, approve, participate in or in any way encourage any illegal strike, illegal work stoppage, illegal slowdown or the illegal withholding of services. The Association further agrees that it will not unlawfully interfere with or restrain any person from seeking employment with the School Committee during the term of this agreement. It further agrees that any employee covered by this agreement that violates this provision, or any part thereof, subjects himself to disciplinary action.

### **Non- Discrimination**

This Agreement shall be administered impartially and without regard to age, race, creed, color, religion, nationality, marital status, gender, sexual preference, sex, ancestry, or handicap, unless based upon bona fide occupational qualifications.

### **Private Life**

The personal and private life of an employee is not within the appropriate concern of the Committee, except as it may interfere with the employee's responsibility to and relationships with students and the school system. Employees are entitled to the full rights and privileges of citizenship, and no religious or political activities of any employee, or lack of such activities, is grounds for discipline or discrimination with respect to the employment of the employee.

### **Assault Personal Injury**

Employees shall report all cases of assault or harassment upon employees acting in the line of duty to their immediate supervisor and/or the Title IX Hearing Officer. The immediate supervisor and / or Title IX Hearing Officer shall conduct an investigation of each incident of alleged assault or harassment upon an employee acting in the line of duty.

The Superintendent shall comply with any reasonable request from an employee for relevant information in the School Committee's possession, not privileged under law, concerning the person or person allegedly involved in an assault or harassment upon the employee.

### **Workers' Compensation**

An employee in the Nantucket School System is covered by Workers' Compensation. The School Committee 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 Workers' 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 Workers' Compensation payment plus unused sick leave and/or vacation time on a pro-rata basis.

### **Pay Option**

Full time school year employees (scheduled 185 days at least 7 hours per day) shall have the option of being paid in twenty-six (26) pay periods. If chosen, pay shall be calculated as follows: the employee's hourly rate shall be multiplied by the number of hours per day the employee works, which shall be multiplied by the number of paid days in the school year. This total will be divided by twenty-six (the number of pay periods).

Adjustments for time off without pay, if pre-approved by the Superintendent, or designee, and/or hours worked over the base per day hours, when pre-approved by the Superintendent, or designee, will be made throughout the year, during the actual pay period the change occurred.

Requests for the twelve (12) month options must be made in writing and received by the Central Office by June 15<sup>th</sup> of the school year prior to the one in which the payments will be received. If no request is received by June 15, the employee will be paid bi-weekly based on the actual number of hours worked, ending with the school year.

Part-time employees (fewer than 7 hours per day or fewer than 185 days a year) shall be paid over the school year only, biweekly based on the actual number of hours worked.

### **Payroll Deductions**

Payroll deductions shall be available to all requesting the same, for example, for: tax shelter annuities or dental insurance pursuant to the established Town procedure.

### **Pension**

For employees working twenty-five (25) hours or more, all provisions of the Barnstable County Retirement Plan are made part of this Agreement. For employees working less than twenty-five (25) hours, all provisions of the Commonwealth of Massachusetts O.B.R.A. plan are made part of this Agreement.

### **Dues Deduction**

The Treasurer of the Nantucket Teachers' Association will provide signed forms to the Superintendent of Schools of 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 said Association for the faithful performance of his/her duties in a form approved by the Commission of Corporation and Taxation, in accordance with the Law.



<p><b>Medical Insurance</b></p>	<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>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>
<p><b>Co-Pays</b></p>	<p>Emergency Room: \$25.00</p> <p>Note: Med flight is included in all plans.</p>
<p><b>Open Enrollment</b></p>	<p>Open enrollment will take place on a yearly basis.</p>

**Life Insurance**

The School Committee, on behalf of the Town of Nantucket, shall provide fifty percent (50%) of the cost of a \$5,000.00 life insurance policy as adopted by the Town under the General Laws of the Commonwealth.

**Eligibility for Benefits**

Employees who work less than twenty (20) hours per week shall not be eligible for:

- |                  |                  |
|------------------|------------------|
| Health Insurance | Personal Leave   |
| Life Insurance   | Paid Vacation    |
| Paid Holidays    | Longevity        |
| Sick Leave       | Employee Housing |
| Pension          |                  |

**Other LEAVES except as provided by statute**

## Evaluation

Administrators shall meet with all Teaching Assistants, either individually or as a group, on or before September 15 of each school year to review and discuss the evaluation process, Observation Form (Appendix A) Summative Evaluation form (Appendix B), Evaluation Rubric (Appendix C), and Program of Improvement (Appendix D).

A Summative Evaluation shall occur before June 15 utilizing the form attached (Appendix B). Evaluations shall include evidence from Observations. A minimum of at least two Observations shall be performed during the year and each shall be at least 10 minutes in length. The 1st Observation shall be completed by November 1 for new Teaching Assistants and by December 15 for returning Teaching Assistants, but may be sooner, and a 2nd Observation shall be completed before May 15.

The Teaching Assistant shall submit an End of Year Reflection to their Administrator before May 15. The Reflection shall be written on the Summative Evaluation form. The Summative Evaluation shall be shared with the Teaching Assistant before June 15. The Administrator and Teaching Assistant shall meet to review and discuss each Evaluation. The Summative Evaluation shall be signed by both parties before the last day of the school year.

If a Teaching Assistant receives one or more “Unsatisfactory” rating or two or more “Needs Improvement” ratings on their first observation, the Administrator will schedule a follow-up meeting within 3 school days, and a second observation must take place before February 1. If the second observation results in one or more “Unsatisfactory” rating or two or more “Needs Improvement” ratings, the Administrator, in consultation with the Teaching Assistant during a second follow-up meeting, shall prepare a “Program of Improvement” (see Appendix D) before February 15. This Program shall include at least one Objective for each category in which the Teaching Assistant did not meet expectations. Each Objective shall specify the actions to be taken by the Teaching Assistant.

Two additional observations must take place before the Improvement Review, which shall be completed between inception of the Program of Improvement and April 15. During the Review, “Performance” shall indicate whether the Teaching Assistant is “Improving”, “Not Improving”, or that the Objective has been “Satisfactorily Completed.” If “Not Improving” is indicated, specific evidence and recommendations shall be indicated. The Administrator and Teaching Assistant shall meet to discuss the written Review, and the Teaching Assistant shall have 10 (ten) school days to respond to the review in writing.

\*If non-renewal is under consideration, the potential for non-renewal shall be indicated on the Review form.

### Timeline of Dates:

- Explanation of process by building principal before **September 15**.
- First Observation: before **November 1** for new Teaching Assistants and **December 15** for returning Teaching Assistants
- Second Observation before **May 15\***
- End of Year Reflection submitted by TA to Evaluator before **May 15**.
- Summative Evaluation shared with TA before **June 15**.
- Evaluator and TA meet before end of school year.
- Summative signed by both parties before end of school year.

\* If the first Observation results in an Unsatisfactory rating or two or more Needs Improvement ratings:

- Second Observation before **February 1**.

If the second Observation results in an Unsatisfactory rating or two or more Needs Improvement ratings:

- Program of Improvement before **February 15**
- Third and Fourth Observation before **April 15**
- Improvement Review before **April 15**

**Administrator Role**

The parties recognize that teachers have a day-to-day role in the supervision of Teaching Assistant 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 teachers/supervisors shall be part of any such employment decision.

None of the above mentioned releases any employee from their responsibilities as mandated reporters.

- See Appendix A Teaching Assistant Observation Form*
- See Appendix B Teaching Assistant Evaluation Summative Form*
- See Appendix C Teaching Assistant Evaluation Rubric*
- See Appendix D Teaching Assistant Program of Improvement*

**Complaints**

- A. Any complaint shall be brought to the employee’s attention within (10) school days and the employee shall be required to sign a file copy to signify the employee has had an opportunity to review the complaint. The signature does not signify that the employee agrees with the complaint. The employee may submit a written response. Any complaint not brought to his/her attention shall be deemed null and void. Employees have the right, upon presenting a written request, to review the contents of their personnel file. An employee will be entitled to have a representative of the Association accompany him/her during such review.
- B. When material derogatory to an employee’s conduct, service, character or personality is placed in the employee’s personnel file, the employee will receive notice of such fact and will have the right to review such written material and will have the right to submit a written answer to such material and his/her answers shall be reviewed by the Superintendent and attached to the file copy.

**Just Cause**

No employee shall be disciplined or discharged except for inefficiency, incompetence, incapacity, unbecoming conduct, insubordination, 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. Teaching Assistants may be terminated within the first year of their position, from the date of their employment, without a hearing. If the dismissal occurs after the first 90 days of employment, they are to be given a 30 day notice of non-renewal.

**FMLA**

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.

The 12-month period of eligible leave shall be calculated as a fixed year measured forward from the date of first FMLA leave usage.

### **Sick Leave**

Sick days will be given in a two-tier system: new hires will earn days at the rate of 1½ per month; returning employees will receive their fifteen days at once at the beginning of the school year. The number of unused days will accumulate to one hundred fifty (150) days. On achieving one hundred fifty (150) days of accumulated sick leave in the Nantucket Public Schools, a Teaching Assistant shall be eligible for reimbursement for unused sick leave days exceeding the one hundred fifty (150) days. The aforementioned reimbursement shall not exceed fifteen (15) days per annum. Under no circumstances may the maximum number of days to be reimbursed exceed 15 days per annum. Reimbursement will be made at the rate of \$50.00 per day. Written requests for reimbursement must be made on or before May 1<sup>st</sup> of the school year during which the most recent sick days were accrued. Payment will be made prior to the first day of the next school year. Accumulated sick leave notice will be issued annually to members by October 1<sup>st</sup>.

If a Teaching Assistant is absent for 3 or more consecutive days due to illness, the Principal or Superintendent may require a doctor's statement. Verified abuse of sick leave shall be cause for discipline by administration.

### **Sick Leave Bank**

A Sick Leave Bank has been established for the purpose of making additional sick leave days available to Teaching Assistants 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 will acquire its assets through a mandatory annual donation of 1 day by each member on January 1<sup>st</sup>. Existing employees with zero (0) sick days must contribute their next available day.
- When the Sick Leave Bank is depleted to two hundred fifty (250) days, one sick leave day will be deducted from the accumulated Sick Leave days of each employee. If the joint Sick Leave Bank should fall to less than two hundred fifty (250) days, employees must contribute another day. Existing employees with zero (0) sick days must contribute their next available day.
- Upon separation, an employee may submit in writing to the Superintendent that 1/2 of their remaining sick days be donated to the Sick Leave Bank.

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 of 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 Leave 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 reason 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 Leave 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, the period of entitlement shall be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

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 one hundred (100) sick leave days shall be granted to any applicant from the sick leave bank during the first school year in which a request from the sick leave bank is made. During any one subsequent working year, it is agreed that not more than a total of the days worked in that year by an individual employee of this unit shall be granted from the sick leave bank.

Any grant of sick leave days shall end on the last day of the school year of which the prolonged illness or injury began. In the event of a new contract and/or an extension for the existing one, the balance of days in the Sick Leave Bank is to be carried over to succeeding years.

### **Personal Leave**

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 and is not accumulative. No reason need be given. Personal days shall not be used to extend vacations. One day notice should be given (minimum) to provide time for substitute arrangements. Personal days shall not be allowed on the day immediately before or immediately after a holiday or vacation, except in an emergency.

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.

### **Bereavement Leave**

A professional employee will be allowed bereavement leave in the event of a death of a family member (defined as a spouse, domestic partner, child, parent or sibling) of the professional employee's immediate family or that of the employee's significant other. Paid bereavement leave may not exceed five (5) days. For other family members and those not covered above, employees may request the use of their available sick days.

### **Jury Duty**

A temporary leave of absence with pay shall be granted to any employee called for Jury Duty. The employee called for Jury Duty shall receive his/her normal rate of pay less any sum received for such Jury Duty.

### **Other Leave**

Up to five (5) days emergency leave shall be granted in the event of serious illness or injury in the employee's immediate family requiring bedside or household attention to be deducted from the employee's sick leave.

### **Maternity Leave**

In accordance with the provisions of the article, a Teaching Assistant who becomes pregnant shall be entitled to a maternity leave of absence with or without pay except as described herein. The employee shall notify the Superintendent within a reasonable amount of time after the pregnancy has been established, but no later than eight (8) weeks prior to the estimated delivery date. A pregnant employee may continue to work as long as she is able to perform her duties in a satisfactory manner. Every full-time female employee is entitled to eight (8) weeks maternity leave without pay and an additional four (4) weeks child rearing leave without pay if she has been employed at least three consecutive months and gives two week's notice of her departure date and notice that she intends to return to her job. She is entitled to 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. The first eight (8) weeks, which are counted as normal school days, exclusive of vacation(s), shall be deducted from said employee's sick days. The additional four (4) weeks are without pay, absent disability, but with insurance benefits continuing to be paid by the system.

The parties further agree that days taken under these leaves are school from within any one (1) school year. An employee is entitled to a maternity leave without pay longer than twelve (12) weeks and up to eighteen (18) months under the following conditions:

- She must be eligible for maternity leave under the terms of this agreement.
- She must give the Superintendent written notice of her intention to take more than eight (8) weeks not later than four (4) weeks after the date her maternity leave commenced, and include in such notice the date she intends to return.
- She may return at the opening of school in September following the date her maternity leave commenced or if that should be less than six (6) months following the termination of pregnancy, then at her 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.

Maternity leave and all rights and benefits thereunder, including the right to return as described and limited by the terms of this Agreement, shall in any event terminate no later than eighteen (18) months following the commencement of such maternity leave. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from shall be treated as temporary disabilities eligible for accumulated sick leave benefits as listed under the heading Sick Leave.

All full-time male Teaching Assistants covered by this contract are entitled to the same four (4) weeks of child rearing leave without pay under the conditions as noted above. This leave must be within the first twelve (12) weeks following the birth of the child and within any one (1) school year.

### **Adoption Leave**

A Teaching Assistant adopting a child of five (5) years of age or younger shall be entitled to an adoptive leave of up to twelve (12) weeks provided he/she meets the following requirements. This leave will be without pay, while health insurance coverage will continue.

- The employee has given sixty (60) days, prior to the leave, notice to the Superintendent of his/her intent to take such a leave, the anticipated date of departure, the duration of the leave and the assurance of his/her intent to return to work.
- The employee shall notify the Superintendent when he/she receives notice of the approval by the concerned agency and shall give additional notice of the actual date of departure, duration of the leave, and the assurance of his/her intent to return to work.
- The employee must provide the Superintendent with proof of the child within fifteen (15) days.
- The leave shall commence with the employee's physical custody of the child and shall be during one (1) school year.

### **Personal Illness Leave Without Pay**

The Superintendent may grant any employee whose absence, because of continuing illness or effects of illness, extends beyond the period of sick leave available to him/her, additional leave of absence without pay or increment.

### **Family Illness Leave Without Pay**

A leave of absence without pay or increment may be granted by the Superintendent for the purpose of caring for a sick member of an employee's immediate family.

### **Other Leaves Without Pay**

Any leave of absence heretofore described, or a leave of absence for any other reason not specifically noted above, may be granted without pay or increment by the Superintendent and shall be applied for in writing.

### **Military Leave**

Every employee who is a member of an active reserve component of the Armed Forces shall be granted a leave of absence with pay for the purpose of his/her attending an annual tour of duty as a member of that reserve component. Such leave of absence shall not exceed seventeen (17) days. Any employee on such leave shall be paid his/her normal daily rate of pay, less any sum paid to him/her for such duty or service. The Superintendent may request summer service for the employee. Military leave will be granted to any employee who is inducted in any branch of the Armed Forces of the United States. The period of such leave shall be the period of continuous service required by such induction, but shall not continue into any period of additional voluntary service. Upon return from such leave, such employee will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

### **Access the Federal Notice of Rights under USERRA here:**

[http://www.dol.gov/vets/programs/userra/USERRA\\_Federal.pdf](http://www.dol.gov/vets/programs/userra/USERRA_Federal.pdf)

### **Procedure: Return from Leave**

All benefits to which an employee was entitled at the time his/her leave of absence commenced will be restored to him/her upon his/her return, and he/she will, if practical and consistent with the needs of the district, be returned to an assignment comparable to that which he/she held immediately prior to going on leave.

### **Medication**

Employees shall not be required to administer medication to students except under the supervision of the school nurse or medical personnel.

### **Mileage**

Employees requested by management to use their vehicle to effectuate their work responsibilities shall be reimbursed at the rate currently set for tax purposes by the Federal government. Said employee must fill out a mileage form provided by the Superintendent's office in order to be reimbursed.

### **Probationary Period**

Each employee hired to fill a bargaining unit position shall serve a ninety (90) day probationary period during which he/she shall accrue and use sick leave on an earned pro-rata basis. Holidays will be available to said employees during his/her probationary period. However, during said probationary period, a regular employee will accrue, but may not use, personal leave.

## **Resignation**

The employees covered by this Agreement may resign from their position by giving the Superintendent thirty (30) days' notice.

## **Seniority**

Seniority is defined as the length of consecutive service from the first day of work as a regularly appointed employee within the Bargaining Unit in which he/she is employed. Authorized leaves of absence with pay shall be considered time worked for purposes of seniority. Authorized leaves without pay shall not be considered a break in service, but not count towards seniority. If an employee accepts a temporary district position outside the unit the employee shall return to a position within the same school thereafter, and this time shall be considered time worked for purposes of seniority/longevity.

In the cases of employees who are working less than one (1) hundred percent (100%) for the School Committee, their length of service status for the part-time period will be determined by multiplying the percentages of time worked against the total time period involved, i.e., employee employed by the School Committee for forty percent (40%) of the full-time work year for a total of ten (10) years, forty percent (40%) x ten (10)=four (4) years seniority, plus full-time employment, if any.

In the event it becomes necessary for the School Committee to reduce the number of employees in the Bargaining Unit, the procedure set forth in this article will govern the layoff and recall of employees who are affected by any such reduction.

No layoff shall take effect after the first day of the new school year, except for unanticipated and extraordinary circumstances.

The School Committee's designee shall notify the Association as to how many layoffs shall be recommended prior to the School Committee voting on said recommendation. Although the School Committee retains the right to determine how many staff cuts are to take place, it encourages dialogue between the two parties on the subject.

In the event that an employee is not to be re-employed for the following school year for any reason other than a reduction in force, s/he shall receive a "Pink Slip" on or before the earliest of May 1 or 7 calendar days after completion of town meeting.

- Layoff of employees due to reduction in force will be based on the employee's seniority.
- Employees shall be laid off in the inverse order of seniority.
- In the event of equal seniority, the layoff shall be accomplished by a lottery.
- An updated seniority list shall be supplied by the School Committee annually by October 15<sup>th</sup>.
- Employees shall be recalled in inverse order of their layoffs as positions become open.
- Employees will remain on the recall list for a period of twelve (12) months from their date of layoff.
- An employee who is recalled by the Superintendent/Principal within the twelve (12) months shall have restored to her/him all benefits accumulated at the time of layoff.
- Employees on the recall list shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the layoff, provided however, that the carrier allows such participation and that the employee pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there will be no contributions by the School Committee.
- Employees on layoff shall be given preference on the substitute list in the areas in which they are qualified, as determined by the Superintendent of Schools, provided the employee on layoff indicates in writing to the Superintendent a desire for such preferential consideration.



### **Vacancy**

The Superintendent shall have posted in all school buildings and shall send during the summer recess to all Association members who request such notices of all vacancies, including new positions not covered by this agreement, along with their job description, duties, hours and wages as they occur or as they are anticipated. Consideration will be given in filling such positions to an employee's area of competence, quality of performance and length of service in the Nantucket School System, as determined by the Superintendent and the School Committee.

### **Transfer**

The Superintendent shall retain the right to assign and/or reassign employees within the district for a school year. If, within the course of the school year, it is deemed necessary to reassign a Teaching Assistant, that Teaching Assistant shall be given one (1) week's notice of the reassignment. An employee desiring a transfer within the district shall submit a written request for transfer to the Superintendent. If the transfer is one that normally would take effect at the beginning of a school year, the employee shall file the request for transfer thirty (30) days in advance. When the Superintendent grants an employee's request for transfer, he/she shall notify the employee within ten (10) school days.

### **Job Description**

A job description with negotiated compensation shall be given to employees at the time of employment. The expectations for Teaching Assistants, specific to their assignment, and within the terms of their job description, will be determined and communicated by their immediate designated supervisor (i.e., teacher, administrator or team leader).

An orientation meeting during the new staff day in August (or within the first four days of a TA's hire) shall be conducted by a school administrator and TA in the building the individual is hired for.

TAs may be asked to participate in IEP and/or 504 meetings at the discretion of the liaison and administration.

### **Aggressive Students**

Nantucket Public Schools will provide training to all Teaching Assistants specifically in the proper handling of aggressive students to provide for the safety of both staff and students.

### **Personal Care**

It is recognized that some students attending Nantucket Public Schools may require assistance with personal care. This may include, but not limited to, lifting, positioning, toileting, diapering, feeding, or assisting with mobility. Nantucket Public Schools will provide necessary training to all Teaching Assistants to assist students with personal care needs. All training and direct care will be provided and supervised to ensure the dignity, health and safety of staff and students. It is strongly recommended that two adults always be present when performing these tasks unless there is specific authorization from a parent to the contrary.

### **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, 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 days/hours of work will be specified in the annual offer of employment.

### **Course Work Professional Development Reimbursement**

System professional development opportunities shall be open to Teaching Assistants (para-professionals) with prior recommendation of the principal and approval of the Superintendent based on the priorities of the system. \$10,000.00 shall be budgeted annually to assist Teaching Assistants with the cost of their professional development. Reimbursement will be made upon having received approval of the course(s) to be taken, and evidence of successful completion of the approved course(s). Individuals shall be entitled initially to up to \$2,500.00 (Two Thousand Five Hundred Dollars) per year. Compensation shall be based on priorities of the system and equitable distribution of funds. 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. If any amount of the \$10,000.00 remains unallocated as of March 1 of each budget year, Teaching Assistants may apply for further assistance with the cost of their professional development. The School Committee shall pay each employee his/her daily pay plus expenses if it requires him/her to attend conferences, institutes or other functions.

### **Equity of Duties**

In an effort to improve the equity of non-instructional duties; each duty will have a start and end point and will reflect a standard of professionalism. All non-instructional duties shall be in keeping with the idea that anyone can fulfill this duty in a safe environment. Provided further, however, it is the intention of the parties that all duties will be equally distributed among all members of the bargaining unit.

### **Secure Storage**

The District will provide lockable storage for personal belongings appropriate to assignment.

### **Duty-Free Lunch**

All Teaching Assistants shall be entitled to a minimum of a 30-minute, uninterrupted, duty-free lunch period every day. The parties agree that best efforts will be made to have the duty-free lunch period as close to lunchtime as possible.

### **Duty-Free Break**

In addition to the duty-free lunch period, all full time Teaching Assistants shall be entitled to a duty-free 15 minute break one time per day not scheduled within 30 minutes of the scheduled duty free lunch. Should mutual agreement be reached, this break could be combined with the 30 minute duty free lunch.

### **Planning**

It is recognized that in order to properly perform certain duties, Teaching Assistants (para-professionals) may need designated planning time. This will be agreed upon up front. Such planning time will be assigned on an as-needed basis as agreed upon by the Teaching Assistant and administration.

### **Work Year**

A Teaching Assistant's primary role is to assist teachers with students doing classroom and/or related tasks. It is recognized that the teacher is primarily responsible for the conduct of the classroom and the design of the instruction. Full-time Teaching Assistants will work 35 hours per week up to one hundred eighty five (185) days. The weekly one hour and five minutes EWD time will be considered flexible time to be scheduled to best meet the students' needs, usually by working with students on remediation, homework, projects, and the like. The EWD can be scheduled between Teaching Assistant and administration, on a regular basis for Monday through Thursday so that, for example, the Teaching Assistant may participate in such programs as Homework Help, 504 and IEP meetings. Teaching assistants will be expected to attend faculty meetings and one open house event scheduled in the fall, but no other evening events. This contract allows for flexible scheduling of work hours. At the time of contract

issuance, the principal may assign a work schedule other than the norm. Teaching Assistants shall have the right to discuss the assignment with the Administration and union representation.

Friday afternoons and afternoons before a holiday, the Teaching Assistant workday will end at the same time as the students' dismissal. For duty Teaching Assistants, workday ends after the buses have departed.

### **CORI**

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 a 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”.

The Nantucket School District will pay, whether directly or by reimbursement, all employee fees associated with implementation of State and Federal laws regarding fingerprinting.

## The Grievance Procedure

### Background

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions 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 mis-interpreted shall be stated in writing where a written grievance is applicable.

### Before Beginning the Procedure

Before beginning the grievance procedure with Level 1, the 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 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 employees, ...	the aggrieved and/or the Association may proceed to Level 2 and submit such grievance in writing to the Superintendent directly.

### If the Problem is not Resolved

The following are the procedures for filing a grievance.

Level	Action
1	The 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 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	<p>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.</p> <p><b>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.</b></p>

**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 addresses as may be designated during the term of agreement).

## Wage Schedule

### New Staff

Following are the 2021-2022, 2022-2023, and 2023-2024 base salaries for NEW Teaching Assistants:

\$25,083.00	No college
\$27,808.00	Associate's Degree
\$30,544.00	College graduate with a Bachelor's Degree
\$31,415.00	College graduate with a Bachelor's Degree, teacher certification but no experience
\$31,930.00	College graduate with a Master's Degree, teacher certification but no experience
\$33,267.00	College graduate with a Bachelor's Degree, teacher certification and experience
\$36,050.00	Master's Degree with teacher certification and experience

### Veteran Staff

Annual cost of living increases of 4.0% for school year 2021-2022 and 3.00% for school year 2022-2023 and 3.00% for 2023-2024 for all returning Teaching Assistants.

**Note: When calculating hourly rate, round to nearest cent.**

**Occupational Therapist/Speech and Language Therapist TA Stipend:** addition of a stipend for the occupational therapist and speech and language therapist TAs in the district for the school year at a rate of \$5,000 each for the duties and qualifications agreed upon by the building administrators with input from NTA leadership.

**Team Leader Stipend** – addition of a Stipend for four TAs (one in each building) for the school year at a rate of \$1,000 each for duties agreed upon by the building administrators with input from the NTA negotiating team.

### Substituting for Classroom Teachers

With the exception of part-time Teaching Assistants, Teaching Assistants who cover a class will be offered compensation of \$25.00 per half day or \$50.00 for a full day in addition to their regular salary. Half day is equal to 3 hours minimum or 3 class periods within one day. The Teaching Assistants will be responsible for keeping track of their coverage hours and submit time sheets to the main office. Anything less than a half day is not additionally compensated.

When a Teaching Assistant's assignment to substitute for a teacher exceeds five (5) consecutive days, his/her salary will change from the Teaching Assistant rate and be determined by the Superintendent in accordance with the teachers' pay scale and the Teaching Assistant qualifications. In all cases, this rate will take effect from the point at which it is determined that the assignment will exceed five (5) consecutive days.

## Longevity Compensation

Longevity for staff employed prior to 2012-2013 school year	The following table defines the increments of compensation for longevity.
-------------------------------------------------------------	---------------------------------------------------------------------------

Years of Service	Compensation
A Teaching Assistant employed in Nantucket’s Public School system will, after five (5) years of service,	Receive, in addition to their regular salary, an annual increment equal to \$500.00 per year, which will be added to their regular salary increase. The rate increase will be prorated for service less than a full school year*.
A Teaching Assistant employed in Nantucket’s Public School system will, after ten (10) years of service,	Receive, in addition to their regular salary, an annual increment equal to \$1,000.00 per year, which will be added to their regular salary increase. The rate increase will be prorated for service less than a full school year.
Above Teaching Assistant employed in Nantucket’s Public School system will, after fifteen (15) years of service,	Receive, in addition to their regular salary, an annual increment equal to \$1,500.00 per year, which will be added to their regular salary increase. The rate increase will be prorated for service less than a full school year.
Above Teaching Assistant employed in Nantucket’s Public School system will, after twenty (20) years of service,	Receive, in addition to their regular salary, an annual increment equal to \$2,000.00 per year, which will be added to their regular salary increase. The rate increase will be prorated for service less than a full school year. <b>Note: This amount of annual increment will remain constant and in effect through the staff member’s employment.</b>
Approved leaves under this contract shall not interrupt consecutive year calculations, but shall not count as years.	

\* Excepting unit members hired on any date in September, 2004, who shall be considered to have been hired as of the first school day of 2004.



<p>Longevity for staff <b>newly employed</b> with the 2012-2013 school year</p>	<p>The following table defines the increments of compensation for longevity.</p>
---------------------------------------------------------------------------------	----------------------------------------------------------------------------------

<p><b>Years of Service</b></p>	<p><b>Compensation</b></p>
<p>A Teaching Assistant employed in Nantucket’s Public School on or after the 2012-2013 school year who serves ten (10) consecutive years under this contract</p>	<p>In addition to their regular salary schedule, said employee will be granted an annual increment equal to \$500.00 per year, which will be added to their regular salary increase, commencing in the 10th year, pro-rated for service less than a full school year.</p>
<p>A Teaching Assistant employed in Nantucket’s Public School on or after the 2012-2013 school year who serves fifteen (15) consecutive years under this contract</p>	<p>In addition to their regular salary schedule, said employee will be granted an annual increment equal to \$1,000.00 per year, which will be added to their regular salary increase, commencing in the fifteenth year, pro-rated for service less than a full school year.</p>
<p>A Teaching Assistant employed in Nantucket’s Public School on or after the 2012-2013 school year who serves twenty (20) consecutive years under this contract</p>	<p>Annual increment is increased to \$1,500.00 per year, commencing in the twentieth year, pro-rated for service less than a full school year.</p>
<p>A Teaching Assistant employed in Nantucket’s Public School on or after the 2012-2013 school year who serves twenty-five (25) consecutive years under this contract</p>	<p>Annual increment is increased to \$2,000.00 per year, commencing in the twenty-fifth year, pro-rated for service less than a full school year. <b>Note: This amount of annual increment will remain constant and in effect through the staff member’s employment.</b></p>
<p>Approved leaves under this contract shall not interrupt consecutive year calculations, but shall not count as years.</p>	

**APPENDIX A**



**Nantucket Public Schools  
Teaching Assistant Observation Form**

TEACHING ASSISTANT: \_\_\_\_\_ DATE OBSERVED: \_\_\_\_\_

ADMINISTRATOR/SUPERVISOR: \_\_\_\_\_

Describe as objectively as possible what you observed. (narrative box)

Student Interaction
Comments:

Unsatisfactory	Needs Improvement	Proficient	Exemplary
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Instructional Support
Comments:

Unsatisfactory	Needs Improvement	Proficient	Exemplary
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Collaboration			
Comments:			
Unsatisfactory	Needs Improvement	Proficient	Exemplary

Professional Responsibilities			
Comments:			
Unsatisfactory	Needs Improvement	Proficient	Exemplary

Teaching Assistant's Comments

Signature of Primary Evaluator

Signature of Teaching Assistant

*\* The Teaching Assistant's signature on this form indicates only that s/he has received a copy of this evaluation, has read it, and has met with the Administrator to review and discuss it. The signature does not indicate agreement with this report. The Teaching Assistant may comment or respond in writing within 10 (ten) school days of receipt.*



**APPENDIX B**

**Nantucket Public Schools  
Teaching Assistant Summative Evaluation Form**

TEACHING ASSISTANT: \_\_\_\_\_

ADMINISTRATOR/SUPERVISOR: \_\_\_\_\_

Please check (✓) the appropriate box for each Standard and Element.

<b>I. Student Interaction</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
Demonstrates an understanding of child and adolescent development.				
Interactions with students are respectful and appropriate.				
Serves as positive role model for students.				
Demonstrates understanding and respect for students' backgrounds, skills and interests.				
<b>COMMENTS/EVIDENCE: (Required for "Needs Improvement" or "Unsatisfactory" rating)</b>				
<b>II. Instructional Support</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
Displays solid knowledge of students' IEPs and 504s.				
Communicates instruction effectively with students.				
Actively involved in the process of meeting the needs of students.				
Organizes time well and functions in an efficient manner.				
Follows and implements academic and behavior plans for student instruction as directed.				
As directed, participates in methods of assessment to measure student learning and growth.				
As directed, records required information on student activities.				
<b>COMMENTS/EVIDENCE: (Required for "Needs Improvement" or "Unsatisfactory" rating)</b>				

<b>III. Collaboration</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
Supports and cooperates with appropriate personnel to enhance student learning and development.				
Communicates effectively with supervisor and administration.				
<b>COMMENTS/EVIDENCE:</b> <b>(Required for "Needs Improvement" or "Unsatisfactory" rating)</b>				
<b>IV. Professional Responsibilities</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
Adheres to the District's policies, practices and procedures.				
Assists with school supervision duties when necessary.				
School attendance is consistent. <i>(Excluding documented absences due to extenuating circumstances.)</i>				
Maintains confidentiality with respect to all student and staff matters.				
Is punctual to school and meetings.				
<b>COMMENTS/EVIDENCE:</b> <b>(Required for "Needs Improvement" or "Unsatisfactory" rating)</b>				

Administrator's/Supervisor's Summary:

Teaching Assistant's Comments: (Please Attach if Necessary)

\_\_\_\_\_  
\*Signature of Teaching Assistant

\_\_\_\_\_  
Signature of Administrator/Supervisor

\_\_\_\_\_  
Date

*\* The Teaching Assistant's signature on this form indicates only that s/he has received a copy of this evaluation, has read it, and has met with the Administrator to review and discuss it. The signature does not indicate agreement with this report. The Teaching Assistant may comment or respond in writing within 10 (ten) school days of receipt.*



## APPENDIX C

# Teaching Assistant Evaluation Rubric

## I. Student Interaction

Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<b>Demonstrates an understanding of child and adolescent development.</b>	Demonstrates little or no understanding of the developmental levels of students this age.	Demonstrates some understanding of the developmental levels of students this age.	Demonstrates understanding of the developmental levels of students this age by providing appropriate assistance	Demonstrates expert understanding of the developmental levels of students this age.
<b>Interactions with students are respectful and appropriate.</b>	Rarely interacts with students and / or interactions are inappropriate.	Needs to improve interactions when working with students.	The majority of interactions with students are respectful and appropriate.	All interactions with students are respectful and appropriate.
<b>Serves as a positive role model for students.</b>	Rarely follows the school / classroom rules which the students are expected to follow.	Occasionally follows the school / classroom rules which the students are expected to follow.	Frequently follows the school / classroom rules which the students are expected to follow.	Always follows the school / classroom rules which the students are expected to follow. Is able to model this element.
<b>Demonstrates understanding and respect for students' backgrounds, skills, and interest.</b>	Demonstrates minimal to no understanding and respect for students' backgrounds, skills and interests.	Demonstrates some understanding and respect for students' backgrounds, skills and interests.	Demonstrates a significant understanding and respect for students' backgrounds, skills and interests.	Demonstrates a great deal of understanding and respect for students' backgrounds, skills and interests. Is able to model this element.

## II. Instructional Support

Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<b>Displays solid knowledge of students' IEPs and 504s.</b>	Demonstrates limited knowledge of the students' IEPs and 504s. Is unable to identify who is on an IEP or 504 in their assignment.	Demonstrates some knowledge of the students' IEPs and 504s. Is unable to identify modifications and accommodations of the students for which they responsible.	Demonstrates knowledge of the students' IEPs and 504s. Is able to identify and address modifications and accommodations of the students for which they	Demonstrates expert knowledge of the students' IEPs and 504s. Is able to identify and address modifications and accommodations of the students for which they

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			are responsible.	are responsible. Is able to model this element.
<b>Communicates instruction effectively with students.</b>	Rarely communicates clear and accurate instruction with students utilizing wait-time and patience.	Sometimes communicates clear and accurate instruction with students utilizing wait-time and patience.	Regularly communicates clear and accurate instruction with students utilizing wait-time and patience.	Always communicates clear and accurate instruction with students utilizing wait-time and patience. Is able to model this element.
<b>Actively involved in the process of meeting the needs of students.</b>	Rarely engages with the classroom teacher and/or special education teacher to plan how to meet the needs of students.	Sometimes engages with the classroom teacher and/or special education teacher to plan how to meet the needs of students.	Regularly engages with the classroom teacher and/or special education teacher to plan how to meet the needs of students.	Always engages with the classroom teacher and/or special education teacher to plan how to meet the needs of students. Is able to model this element.
<b>Organizes time well and functions in an efficient manner.</b>	Rarely accomplishes tasks asked by classroom or special education teacher.	Sometimes accomplishes tasks asked by classroom or special education teacher.	Regularly accomplishes tasks asked by classroom or special education teacher.	Always accomplishes tasks asked by classroom or special education teacher. Is able to model this element.
<b>Follows and implements academic and behavior plans for student instruction as directed.</b>	Ignores academic and behavior plans, making little effort to implement them as directed.	Sometimes follows and implements student academic and behavior plans.	Regularly follows and implements student academic and behavior plans.	Always follows and implements student academic and behavior plans. Is able to model this element.
<b>As directed, participates in methods of assessment to measure student learning and growth.</b>	Does not participate in methods of assessment to measure student learning and growth as directed.	Does not appropriately participate in methods of assessment to measure student learning and growth as directed.	Appropriately participates in methods of assessment to measure student learning and growth as directed.	Appropriately participates in methods of assessment to measure student learning and growth as directed and provides observations and analysis. Is able to model this element.
<b>As directed, records required information on student activities.</b>	Does not record required information on student activities as directed.	Does not appropriately record required information on student activities as directed.	Appropriately records required information on student activities as directed.	Appropriately records required information on student activities as directed and provides observations and analysis. Is able to model this element.

### III. Collaboration

Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<b>Supports and cooperates with appropriate personnel to enhance student learning and development.</b>	Makes little effort to cooperate with appropriate personnel to enhance student learning and development.	Sometimes cooperates with appropriate personnel to enhance student learning and development.	Regularly cooperates with appropriate personnel to enhance student learning and development.	Always cooperates with appropriate personnel to enhance student learning and development. Is able to model this element.
<b>Communicates effectively with supervisor and administration.</b>	Rarely, if ever, communicates with supervisor or administration.	Sometimes communicates with supervisor or administration.	Regularly communicates with supervisor or administration.	Always communicates with supervisor or administration. Is able to model this element.

### IV. Professional Responsibilities

Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<b>Adheres to the District’s policies, practices and procedures.</b>	Rarely adheres to the district’s policies, practices, and procedures.	Sometimes adheres to the district’s policies, practices, and procedures.	Regularly adheres to the district’s policies, practices, and procedures.	Always adheres to the district’s policies, practices, and procedures. Is able to model this element.
<b>Assists with school supervision duties when necessary.</b>	Rarely assists with school duties effectively.	Sometimes assists with school duties effectively.	Regularly assists with school duties effectively.	Always assists with school duties effectively. Is able to model this element.
<b>School attendance is consistent. (excluding documented absences due to extenuating circumstances)</b>	Consistently misses 3 or more days per month or demonstrates a serious misuse of leave.	Sometimes misses 3 or more days per month. or demonstrates a misuse of leave.	On average misses two or fewer days per month.	Is rarely absent; on average misses less than one day per month.
<b>Is punctual to school and meetings.</b>	Rarely on time for school and meetings. (Has been spoken to three or more times about this issue.)	Sometimes on time for school and meetings. (Has been spoken to twice about this issue.)	Regularly on time for school and meetings.	Always on time or early for school and meetings. Is able to model this element.
<b>Maintains confidentiality with respect to all student and staff matters.</b>	Does not maintain confidentiality with respect to student and staff matters.	Sometimes forgets to maintain confidentiality with respect to student and staff matters.	Consistently maintains confidentiality with respect to student and staff matters.	Always maintains confidentiality with respect to student and staff matters.





**APPENDIX D**

**Teaching Assistant Program of Improvement**

Teaching Assistant: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Student Interaction
Objective(s):

Instructional Support
Objective(s):

Collaboration
Objective(s):

Professional Responsibilities
Objective(s):

Administrator's Comments

Teaching Assistant's Comments

Signature/Date of Primary Evaluator

Signature/Date of Teaching Assistant

## Teaching Assistant Program of Improvement Review Form

Teaching Assistant: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Student Interaction		
Performance on Objective(s):		
Satisfactorily Completed	Improving	Not Improving

Instructional Support		
Performance on Objective(s):		
Satisfactorily Completed	Improving	Not Improving

Collaboration		
Performance on Objective(s):		
Satisfactorily Completed	Improving	Not Improving

Professional Responsibilities		
Performance on Objective(s):		
Satisfactorily Completed	Improving	Not Improving

Administrator's Comments

Teaching Assistant's Comments

Signature/Date of Primary Evaluator

Signature/Date of Teaching Assistant

*The Teaching Assistant's signature on this form indicates only that s/he has received a copy of this Review, has read it, and has met and discussed it with the Supervisor. The signature does not necessarily indicate agreement with this Review. The Teaching Assistant may comment or respond in writing within 10 (ten) school days of receipt.*

## **APPENDIX E**

# **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](http://WWW.WAGEHOUR.DOL.GOV)**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division WHD  
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