

Contract between the
Nantucket School Committee and
the Nantucket Teachers' Association
July 1, 2023 – June 30, 2026

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

# For the school years 2023-2026

Pursuant to the Provisions of Section1 of Chapter 150 E of the General Laws of Massachusetts, THIS CONTRACT IS MADE July 1, 2023 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	Pauline Proch, Chair
	Laura G. Byrne, Vice-Chair
Nantucket Teachers' Association	Page Martineau, President

<u>Authorship</u>: 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.

## **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.

# Scope, Continued

# **Request/Notification Dates**

Current

Contract, 2023-2026

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 2026-2029 contract	September 1, 2025

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 parental 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 <sup>st</sup> day of school
Notification of accrued sick days	1st school day
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	calen	est of May 1 or 7 dar days after letion of town ng
Pink slips: professional teachers- reduction in staff	calen	est of May 1 or 7 dar days after letion of town ng
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
Notice of retirement (if possible)		January 1

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

### Scope, Continued

## **Responsibilities of Contracting Parties**

#### Collective Bargaining

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):

- Teachers
- Teachers in academic coaching assignments
- Occupational Therapists
- Physical Therapists
- Speech and Language Pathologists
- Librarian/ Media Specialists
- Guidance Counselors
- Behavioral Specialists
- Nurses
- Psychologists
- Social Workers
- Department Heads/ Team Leader/ Lead Mentors/ Mentors
- Summer School Directors for the High School, Middle School, Elementary School, and Special Education

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.

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 with 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 them of the reasons for such removal. Such individuals shall have the right to appeal the Principal's decision to remove them prior to the expiration of their assignment to the Superintendent of Schools whose decision shall be final and binding.

#### 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 their 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

The School Committee agrees to deduct from the salaries of its employees, dues for the following:

- Nantucket Teachers' Association,
- · National Education Association, and
- Massachusetts Teachers' Association.

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.

Association	The Treasurer of the Association will provide signed forms to the Superintendent	
Treasurer	from employees who have voluntarily authorized the School Committee to deduct	
Responsibilities	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 their duties in a form	
	approved by the Commission of Corporations and Taxation in accordance with	
	the law.	
Other Payroll	Payroll deductions shall be available to all requesting same (pursuant to the	
Deductions	established town procedure), for examples:	
	• tax sheltered annuities, and	
	• dental insurance.	
Expense	Copies of these agreements will be reproduced at School Committee expense and	
	a copy given to each teacher.	

## **Duration of Agreement**

#### Renewal

This agreement shall remain in effect from July 1, 2023 to June 30, 2026. Negotiations for the successor agreement (July 1, 2026 – June 30, 2029) shall start on or before March 1, 2025. 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 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 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.

# **Grievances, 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.

### Grievances, Continued

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, <u>but not in the personnel file maintained by the School Department of Nantucket for any employee involved in presenting such grievance.</u>

#### 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 Rd. Nantucket, MA 02554

#### With copy to the:

Superintendent of Schools Nantucket Public Schools 10 Surfside Rd. Nantucket, MA 02554

#### If to the Association:

President(s)
Nantucket Teachers' Association
Nantucket Public Schools
10 Surfside Rd.
Nantucket, MA 02554

(or to such other addresses 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	The Administration shall notify the NTA of extracurricular and coaches
Notification &	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	Salary Notification Letters shall be issued on or before May 15 each year; and	
Notification	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	Professional employees serving less than a full school year, but at least
Payment Steps	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 their employment in the school system	
	during the contract year shall be paid their per diem rate for each day they have	
	been employed and present, less any amount paid to them.	

Satisfactory	Step movement on the salary schedule will normally correspond with years of
Service	service in teaching.

# Longevity

Longevity for staff employed <u>prior</u> to 1999-2000 school year:		
Years of Service	Compensation	
Current professional employee employed by the system prior to 1999-2000 school year who serves five (5) consecutive years at the Maximum Rate on the Basic Salary schedule	In addition to the 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: The employee must still be in daily continuous service.	
Above professional employee with continuous service between fifteen (15) and twenty-nine (29) years inclusive who retires from teaching not less than one (1) year before the beginning of the school year.		
* Approved leaves under this contract shall not interrupt consecutive year calculations, but shall not count as years.		

Longevity for newly employed staff <u>during or after</u> the 1999-2000 school year:		
Years of service	Compensation	
Current professional employee employed by the system during or after 1999-2000 school year who serves five (5) consecutive years at the Maximum Rate on the Basic Salary schedule	In addition to the 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: The employee must still be in daily continuous service.	
Above professional employee with continuous service between fifteen (15) and twenty-nine (29) years inclusive who retires from teaching not less than one (1) year before the beginning of the school year.	One-time Separation Benefit: \$10,000.00.	
* Approved leaves under this contract shall not in not count as years.	terrupt consecutive year calculations, but shall	

Longevity for newly employed staff during or after the 2011-2012 school year:		
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 the 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 retires from teaching not less than one (1) year before the beginning of the school year	One-time Separation Benefit: \$10,000.00.	
* Approved leaves under this contract shall not i not count as years.	nterrupt consecutive year calculations, but shall	

# **Employee Compensation**

Medical	The School Committee, on behalf of the Town of Nantucket, shall pay the		
Insurance	premiums for each of its professional employees as follows:		
	90% Blue Cross/Blue Shield PPO with agreed co-pays or HMO		
	Or comparable medical insurance plan adopted by the Town of Nantucket, under the applicable general laws of the Commonwealth of Massachusetts.		
Co-Pays	Emergency Room: \$25.00		
	Note: Med Flight is included in all plans.		
Open	Open enrollment will take place on a yearly basis.		
Enrollment			

Life	The Town of Nantucket shall provide that portion of the cost of a \$5,000.00 life
Insurance	insurance policy as adopted by the Town under the General Laws of the
	Commonwealth.

Professional	The Association and the School Committee shall abide by all of the provisions
Employees'	of the Massachusetts Teachers' Retirement Plan.
Pensions	

<b>Total Service</b>	In service years (total number of years teaching in any and all Nantucket Public		
1	School 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.		
	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.		

Advanced	A professional employee with:
Degrees	<ul> <li>an advanced degree in the subject they are teaching or</li> <li>an advanced degree in education (for which the major has been within their teaching area),</li> <li>will receive, in addition to the Basic Salary, those amounts shown on the Teachers' Salary Scale (Appendix A).</li> </ul>
	<ul> <li>In order to qualify, a professional employee must:</li> <li>show evidence of successful completion of the courses, that must be within their teaching area or as otherwise previously approved, and</li> <li>notify the superintendent by November 1<sup>st</sup> that they will be eligible for column movement in the following school year.</li> </ul>

Equivalence	Thirty credit hours of advanced study in a related subject may be used for placement on
	the Bachelor's +30 column.

Limitations to	The following are limitatio	The following are limitations to Step placement.		
Step Placement	The professional employee holding a B.A.	· • • • • • • • • • • • • • • • • • • •		will not be placed above Step 7
	or B.S. Degree plus State Certificate	(6) approved their Bachel	nave earned six I credits above or's Degree in r in the subject ching.	unless they have earned twelve (12) approved credits above their Bachelor's Degree in Education or in the subject they are teaching.
Professional	Whenever possible, substitutes shall be hired to cover classes of regularly assigned			
Employee as	teachers when they are absent. Every effort will be made to find certified substitutes in			
Emergency	the subject area.			
Substitute				
Teacher	In an emergency, a regularly scheduled teacher may be assigned to act as substitute. The following are compensation rates:			
	If the teacher		Tì	en 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	Long term means fifteen (15) or more consecutive school days. Timing of
Substitute	placement on pay scale for long term substitutes (i.e., less than 15 consecutive
Appointments	days) shall be determined by the Superintendent and School Committee,
	depending upon the qualifications and/or performance of the person involved.
	Long term substitutes of more than sixty (60) school days shall be supported
	by a department or team leader and receive informal feedback on performance
	from an administrator. Long term substitutes on a full year assignment will
	receive an official mentor.

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

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 <sup>nd</sup> installment payment.
3	Made in 22 installments (ten (10) month basis), every other week during the school year.

Scheduling of	In the event a scheduled payday of professional employees falls on a legal	
Paychecks/	holiday, employees will receive their post dated paychecks on the business	
Holiday	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.	

Loss of Pay	Loss of pay for absences:	
	• in excess of the permitted number, or	
	• for authorized absences without pay shall be calculated at the regular	
	per diem rate of pay applicable to the absentee.	

Extended year	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.	

### **Extra Compensation**

### Division Heads / Team Leaders

For compensation rates, see extracurricular differential appendix. Note: Compensation is pro-rated for service of less than a full year.

Possible responsibilities include:

- budgeting,
- purchasing,
- orientation of new employees,
- coordination of information, and
- conducting appropriate meetings.

<u>Examples</u> of division heads and team leaders (but not limited to):

- Math
- Science
- English
- Social studies
- Foreign languages
- Health / physical education
- Art / photography
- Music
- Grade levels

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.

### Active Curriculum Development

Compensation will be at the rate of \$50 per hour with mutually agreed upon output or product.

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.

# **Professional Development**

#### **Background**

The School Committee and Association encourage and support an individual's professional growth and recognize their need to fulfill state mandated requirements for recertification. 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.

### School Committee Obligations

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:

- shall be offered yearly (if possible) to facilitate the step requirements, and
- shall be based on the recommendations of the Association.

<u>Experimental courses</u> discussed and administered by professional employees outside school hours (and approved prior by administration) may earn credit(s).

#### Advanced Coursework

With the advanced approval of their Principal and the Superintendent, a professional employee may take graduate level courses. (Note: Only coursework that supports the system's goals and/or the employee's professional teaching goals will be considered.)

Employees working towards coursework advancement may apply for reimbursement of \$1,000 for fall, spring, and summer terms each for a total of \$3,000.

Employees working towards an approved certificate or degree program, the employee may apply for reimbursement of \$1,500 for fall, spring, and summer terms each for a total of \$4,000.

Money can be paid to an institution of higher learning for actual tuition, course/ lab fees, and textbooks

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.

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.

Employees will only be approved for 2 courses in the fall term and 2 courses in the spring term, but they can take unlimited courses in the summer term.

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.). For movement on the pay scale, evidence of transcripts showing completed courses and/or conferred degree/diploma must be provided prior to July 1. 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.

Total course work expenditures shall be limited to: \$85,000 in 2023-2024, \$95,000 in 2024-2025, and \$100,000 in 2025-2026.

In years in which the district offers onsite DESE approved licensure programs to a district wide group, the total coursework expenditures may increase accordingly to support district goals.

#### Coursework Required by the System or State Work

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.

Reimbursement will not include fees for graduate work when offered through the School Department.

# Professional Growth

The School Committee will pay the reasonable expenses including registration, fees, lodging, and transportation incurred by professional employees who attend workshops, seminars, conferences, coursework requested by the school system, and other professional improvement sessions. Attendance at all of the above shall be voluntary.

At the conclusion of each budget year, administration shall provide the NTA leadership with a summary of all requests and disbursements.

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.

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.

To obtain compensation, the following is the procedure for submitting a <u>written</u> report to the Superintendent.

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	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.
MTA Annual Meeting	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.

## **Chapter 4**

## Roles and Responsibilities of Professional Employees

### **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	
2023-2024	No more than six (6) days longer than the students are required to be in school. These days will be crafted by a group of administrators and association members.	
2024-2025 2025-2026	No more than five (5) days longer than the students are required to be in school. These days will be crafted by a group of administrators and association members.	

#### **Additional Contracted Time**

DAYS	2023-2024	2024-2025, 2025-2026
Day 1	7:45-12:00 12:50-2:50	7:45-12:00 12:50-2:50
Day 2	7:45-12:00 12:50-2:50	7:45-12:00 1:30-3:55 NTA luncheon 12:00-1:15
Day 3	7:45-12:00 1:30-3:55 NTA luncheon 12:00-1:15	7:45-12:00 12:50-2:50
Day 4	7:45-12:00 12:50-2:50	7:45-12:00 12:50-3:55
Day 5	7:45-12:00 12:50-3:55	7:45-12:00 12:50-3:55
Day 6	7:45-12:00 12:50-3:55	N/A

Note: For the first three (3) days of School Years 2024-2025 and 2025-2026, Days 1-3 will be on the Tuesday through Thursday immediately preceding Labor Day. In the event that any day falls on a Friday, the end time for that day will be 2:20 pm.

These days prior to the school year 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.

The two final 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. The days within the school year may be used for professional development, building-based meetings, and curriculum development.

#### **Hours of Work**

Preamble	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 planning lessons, correcting papers, meeting
	with parents, helping students, planning curriculum, and collaborating with
	other staff members.

Time On	Effective July 1, 2024, all grade levels shall increase instructional time by ten
Learning	(10) minutes for Mondays, Tuesdays, Wednesdays and Thursdays (total of forty
	(40) minutes) per week.

# Teacher Workday

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 remain after for at least (30) minutes in 2023-24 and 20 minutes in 2024-25 and 2025-26.</u>

### Additional Contracted Time

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. The purpose of EWD is to engage in school-based initiatives and will be used for department or team meetings, professional development, special education progress reports, report cards, data analysis, family night planning, conference planning, open house planning, curriculum organization, scheduled district meetings (1x/month), etc.

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. Under most circumstances, the Co-Presidents will be free of duties. In the event that both Co-Presidents are from the same building, they will share one set of duties between them. The parties will mutually agree upon the parameters for scheduling this release time.	
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	Faculty/staff meetings (under normal circumstances) will be held:  once per month on the first Tuesday of every month*;  with starting time no later than thirty (30) minutes after student dismissal; and  with ending time within one (1) hour of starting time.  *Should such first Tuesday be unavailable, the meeting shall be held on the third Tuesday of the month.  Note: Meetings may be extended beyond one (1) hour if mutually agreed upon by faculty and administration. The purpose of faculty meetings is to improve teaching and learning, foster a collaborative culture, solve problems, make decisions and share	
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	

Parent	Professional employees shall be responsible for attendance at one evening of parent	
Conferences	conferences of 2-3 hours. The attendance at parent conferences shall be in place of the	
	contracted time of that week, and employees shall be allowed to leave school at 2:5	
	p.m. on the day of the parent conferences and return at 5 p.m.	

# Family Evenings

In order to promote the learning and growth of all students through effective partnerships with families, caregivers, and community members and organizations, professional staff will be responsible for participating in one (1) evening presentation, workshop or activity specific to their content. Teachers are welcome to organize any parent event that they wish with approval of their supervisor.

Organization of larger whole-school events will take place during faculty meeting time, EWDs, team meetings, or PLC meetings. The presentation, workshop or activity shall be determined in collaboration with the building administrator, and must include families, caregivers and/or community members.

Teachers are required to spend an hour and a half at a family evening.

#### Committee/ Council/ Board Work

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.

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.

<u>Examples</u> of committee/ council/ board include (but are not limited to): School Council, principal advisor board, school goals committee, and representatives to the FONPS boards.

Note: Participation in department or team meetings does not constitute committee/ council/ board participation.

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

Additional	The following positions may require additional days of service.	
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

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.
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Teaching	Formal supervision and evaluation responsibilities rest with the Administration;
Assistant	however, administrators may seek feedback and input from teachers who work with
Observations	Teaching Assistants on a regular basis. 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.
	employee from their responsibilities as mandated reporters.

Notice of	The School Committee and the Association acknowledge that, for the good of the	
Retirement	students and staff of the Nantucket Public School District, staff should attempt to	
	submit their notice of retirement in writing by January 1st of their last year of work for	
	the District.	

### **Extracurricular Duties**

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.

# **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	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.  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
L	Education.
Minimum 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 school planning time for the individual teacher. Normally, teachers will spend planning and preparation for and at the school. However, teachers may, on occasion, be excused for personal purposes.
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-long block 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**

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 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	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: 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	The number of sick days per year will be fifteen (15).
	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.
	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.
	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.

Unused Sick Days		I accumulate to 150 days. be issued annually by October 1st. Sick leave days are hools are scheduled to be in session.
	If	Then /
a professional employee		the professional employee
achieves 150 days of accumulated sick leave in the Nantucket Public Schools		shall be eligible for reimbursement for unused sick leave days exceeding the 150 days.
		Under no circumstances may the maximum number of days to be reimbursed exceed 15 days per annum.
If any profes	sional employee, on the date of this sal	ary schedule, has accumulated some days of unused
sick leave, he/she may retain these and increase their		r total.

Reimburseme	Annual reimbursement will be made at the rate of \$100 a day or a full day's	
nt for unused	substitute pay whichever is greater.	
sick days	<ul> <li>Payment will be made prior to the first day of the next school year.</li> </ul>	

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.	

#### **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 bereavement leave in the event of a death of an immediate family member (defined as a spouse, domestic partner, child, parent, grandparent, or sibling) or that of the employee's significant other. Paid bereavement leave may not exceed five (5) days. Travel days for bereavement leave are included in these five (5) days. For other family members and others not covered above, employees may request the use of their available sick days.

#### **Parental Leave**

Background	In accordance with the provisions of this article, a professional employee who is
	expecting shall be entitled to a parental 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.
	Note: A pregnant employee may continue to teach as long as they are able to
	perform their duties in a satisfactory manner.

Parental Leave	The table below explains the time professional employed	the paid and unpaid parental leave time for part/full ees.
If the employee		Then they are entitled to
<ul> <li>is a part/full time professional,</li> <li>has been employed at least three consecutive months,</li> <li>gives two weeks notice of their departure day and notice that they intend to return to her job,</li> </ul>		<ul> <li>eight (8) weeks parental leave without pay and</li> <li>an additional four (4) weeks child rearing leave without pay, and</li> <li>return to the same position without loss of employment benefits for which they were eligible on the date their leave commenced if they terminate their leave within twelve (12) weeks.</li> </ul>

#### **Notes:**

- 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.
- 2. The additional four (4) weeks are without pay absent disability, but
- 3. with insurance benefits continuing to be paid by the system. The employee continues to pay their portion of the premium.
- 4. The parties further agree that days taken under these leaves are school days from within any one (1) school year.

# Extended Parental Leave

A professional employee is entitled to parental leave without pay longer than twelve (12) weeks and up to eighteen (18) months under the following conditions.

Full time professional employees must:

- be eligible for a parental leave 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.

In the event that extended parental leave has previously been taken by a professional employee, such employee shall be entitled to this second or subsequent leave only if they have been an employee for the immediately preceding eight (8) consecutive months that includes the family leave of eight (8) weeks or twelve (12) weeks.

Note: Extended parental 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 parental leave.

#### See Appendix: Family Medical Leave Act

#### Disabilities Rationale

Disabilities caused or contributed to by:

- pregnancy,
- miscarriage,
- abortion,
- childbirth, and
- recovery therefrom

shall be treated as temporary disabilities eligible for accumulated sick leave benefits as listed under the heading of Sick Leave, and shall allow the employee access to the Sick Leave Bank if needed.

#### 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.

## Leave Policies, Continued

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

Applications for benefits may be made prior to the employee's exhaustion of their 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

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>.

All benefits which a professional employee had accrued at the time their leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon their return, and they will be given or assigned to the same position they held at the time said leave commenced, if available, or if not, to a substantially equivalent position for which the professional employee is certified.

An employee on a leave of absence must give written notice to the Superintendent of Schools by <u>March 5</u> of the year the leave expires 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.

Note: All requests for renewal or extensions of leaves will be applied for and granted or refused <u>in writing</u>.

# Leave Policies, Continued

Types of leave	The following are types of leave that professional employees may apply for:		
Type of Leave		Compensation	
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	

Jury Duty	Professional employees who are called for Jury Duty will receive their normal daily	
	rate of pay less any sum received by the teacher for such Jury Duty.	

<b>Unpaid Leave</b>	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	Emergency and/or temporary absences with pay, for reasons not mentioned above		
Leave	may be granted by the Superintendent at their discretion and may be deducted from		
	the employee's sick leave.		

## Leave Policies, Continued

## **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 they 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		Prior to the commencement of the leave, give sixty (60) days notice to the Superintendent of:  • their 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 their assurance of their intent to return to work.	
4		Provide the Superintendent with proof of custody of the child within fifteen (15) days of final notice to employees from the agency in order to continue the leave beyond the initial fifteen (15) day period.	

# Adoption Leave Benefits 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 their leave commenced if they terminate their leave within twelve (12) weeks. • 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. The employee continues to pay their portion of the premium. 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.

## **Employment**

## **Open Positions**

Vacancies and New Positions  The following is the proceed 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:  • 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 the 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	*September 1
Fall Athletic Coaching positions		June 1	*July 1
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

When making reassignments (within a school) and transfers between schools), the Superintendent will give consideration to:

- the desires of the professional employee,
- their area of competence,
- their major and/or minor field of study,
- their quality of performance,
- length of their service in the Nantucket School system, and
- the needs of the department.

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.

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 a thirty (30) day period from postmarked mail before making the change.	
Superintendent		may waive the meeting and the thirty (30) day clause in extremely unusual circumstances but will avoid this whenever possible.	

## **Staffing and Termination**

Introduction	The Superintendent, at their 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**

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.

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.

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:

- professional training,
- quality of performance,
- prior evaluations,
- professional experience within a given discipline,
- and the needs of the school system.

If	Then	
(at the discretion of the Superintendent, after consultation with other relevant supervisory personnel)		
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.	

## 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 April 20 of the school year preceding the school year in which the reduction is to be made. In the event of a substantial reduction of the School budget by amendment at Town Meeting, the notification may be extended to May 1<sup>st</sup>.

## Notice of Termination (Non-Professi onal 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 on or before May 15.

## **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.

## **Criminal Offender Record Information (CORI)**

## 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 the 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 they be given a copy of their reports.

After a review of a CORI report, the Superintendent, if they deem 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."

# **Professional Employee Evaluation**

## **Evaluation Process**

Rationale	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.
	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.

Additions to	No material derogatory to a professional employee regarding their conduct, service,
Personnel File	character, or personality will, unless substantiated by evidence, be placed in their
	personal file unless the teacher has had an opportunity to review the material (see
	below).

The Right to Review	The following is the process for professional employees who wish to review the contents of their personnel files.	
Personnel Files Process	•	
	ho Does It	What Happens
The professional employee		presents a written request to review the contents of their personnel file
A representative of the Association		may accompany the employee at their request to review the material.
The professional employee		reviews their file in the presence of a Central Office representative.
The professional employee		acknowledges that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
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.

# Professional Employee Evaluation, 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		they will be entitled to have a representative of the Association present.

Public	Any complaint to be acted upon or made a part of the public record regarding a	
complaint	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"	A teacher is considered to be "at-risk" when the Principal has serious concerns regarding their performance. When there is a serious concern regarding a teacher's performance, which may lead to dismissal or being held at current compensation:  • 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.
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## **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

Where practical and possible, each school staff shall have the following facilities including but not limited to:

- professional employee workroom containing adequate equipment and supplies to aid in the preparation of instructional 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.

## Use of Facilities

The School Committee and Association are committed to and encourage the health and wellness of the staff. The School Committee also recognizes that professional employees need access to the school facilities during non-school hours. Therefore,

- 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/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**

Fingerprinting Reimbursement	Within their first year, a new professional employee shall be reimbursed for the full cost of mandated fingerprinting.	
Moving Expenses	Within their first year, a new professional employee bringing their household effects to the island will be repaid, not to exceed \$500.00, upon their presentation of freight and/or moving receipts. Under special circumstances, the Superintendent may grant additional reimbursement.	
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 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 their 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.

# Communication

Censorship	The School Committee and Association agree that, given a context of	
and Restraint	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	The minutes of previous School Committee meetings are to be posted on the
School	District website at <a href="https://www.npsk.org/domain/123">https://www.npsk.org/domain/123</a>
Committee	
meetings	

District Email	Employees have a responsibility to regularly check their district email accounts		
Account	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.		

## **Salary Schedule**

## Rationale

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

Year	Raise
2023-2024	5.00 % + \$2,500 One-Time Adjustment to Base
2024-2025	5.00 %
2025-2026	5.25 %

## 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	10%
Step 10 to 11	6%
Step 11 to 12	5%

<sup>\*(</sup>percentages are of the previous year's salary)

## Column Increase

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	2%
B+30 to M	4%
M to M+15	2%
M+15 to M+30	2%
M+30 to M+45 CAGS/PhD	4%

<sup>\*</sup> Percentages are of the base of bachelor's column for the respective step

# Nantucket Public School System Teacher's Salary Scale \* Sept. 2023 - June 2024

		Col.%	1.02	1.04	1.08	1.10	1.12	1.16
Col.	В		B+15	B+30	М	M+15	M+30	M+45 or
Step		Step%						CAGS/PHD
1	70,060		71,412	72,762	75,465	76,816	78,168	80,869
2	72,086		73,478	74,871	77,654	79,046	80,437	83,220
3	74,174		75,608	77,041	79,908	81,342	82,775	85,642
4	76,324		77,801	79,278	82,231	83,707	85,183	88,137
5	78,539		80,061	81,581	84,623	86,143	87,664	90,705
6	80,820		82,387	83,953	87,086	88,653	90,218	93,352
7	83,170		84,784	86,397	89,624	91,237	92,850	96,077
8	85,590		87,252	88,914	92,237	93,899	95,561	98,885
9	88,083		89,794	91,506	94,930	96,641	98,353	101,777
10	96,641		98,524	100,406	104,173	106,055	107,938	111,704
11	102,290		104,285	106,281	110,273	112,269	114,264	118,256
12	107,060		109,150	111,242	115,425	117,513	119,606	123,788

# Nantucket Public School System Teacher's Salary Scale \* Sept. 2024 - June 2025

		Col.%	1.02	1.04	1.08	1.10	1.12	1.16
Col.	В		B+15	B+30	М	M+15	M+30	M+45 or
Step		Step%						CAGS/PHD
1	73,563		74,982	76,400	79,238	80,657	82,076	84,913
2	75,690		77,152	78,614	81,536	82,998	84,459	87,381
3	77,883		79,388	80,893	83,903	85,409	86,914	89,924
4	80,141		81,691	83,242	86,343	87,893	89,442	92,543
5	82,466		84,064	85,660	88,854	90,450	92,047	95,241
6	84,861		86,507	88,151	91,440	93,085	94,729	98,020
7	87,329		89,023	90,717	94,105	95,798	97,493	100,881
8	89,869		91,615	93,359	96,849	98,594	100,339	103,829
9	92,487		94,284	96,081	99,676	101,473	103,270	106,865
10	101,473		103,450	105,427	109,381	111,358	113,335	117,289
11	107,404		109,499	111,595	115,787	117,882	119,977	124,169
12	112,413		114,607	116,804	121,196 <b>1</b>	123,389	125,586	129,978

# Nantucket Public School System Teacher's Salary Scale \* Sept. 2025 - June 2026

		Col.%	1.02	1.04	1.08	1.10	1.12	1.16	
Col.	В		B+15	B+30	М	M+15	M+30	M+45 or	
Step		Step%						CAGS/PHD	
1	77,425		78,919	80,411	83,398	84,891	86,385	89,371	
2	79,664		81,203	82,741	85,817	87,356	88,893	91,969	
3	81,971		83,556	85,140	88,308	89,893	91,477	94,645	
4	84,348		85,979	87,612	90,876	92,507	94,138	97,402	
5	86,796		88,477	90,157	93,519	95,199	96,879	100,241	
6	89,316		91,048	92,779	96,241	97,972	99,703	103,166	
7	91,913		93,697	95,480	99,046	100,828	102,611	106,177	
8	94,587		96,425	98,261	101,934	103,770	105,607	109,280	
9	97,343		99,234	101,125	104,909	106,801	108,692	112,476	
10	106,801		108,881	110,962	115,124	117,204	119,285	123,447	
11	113,043		115,248	117,453	121,866	124,071	126,276	130,688	
12	118,315		120,624	122,937	127,559	129,867	132,179	136,801	

## **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	2023-2026
Supervisory Club Advisors	
<ul> <li>Supervisory duties, organizing, and scheduling location</li> <li>Club meets at least 3 hours a month for 10 months</li> <li>Recommend # of participants: 8-12 students</li> <li>Guidance and leadership for students</li> </ul>	
Chess - (NIS, NHS)	\$ 1,000.00
CPS Games Club	\$ 1,000.00
Book Club (NHS, CPS)	\$ 1,000.00
CPS/NHS Math League	\$ 1,000.00
Debate Club	\$ 1,000.00
Diversity Club	\$ 1,000.00
Environmental Club	\$ 1,000.00
LGBTQ+ (NHS, CPS)	\$ 1,000.00
NIS Chorus	\$ 1,000.00
Quiz Bowl	\$ 1,000.00
Instructional Club Advisors	
<ul> <li>Planning and creativity, preparation of materials and supplies, instruction, supervisory duties, organizing, and scheduling location</li> <li>Club meets at least 3 hours a month for 10 months</li> <li>Recommend # of participants: 8-12 students</li> </ul>	
Art (NHS, CPS)	\$ 1,200.00
CPS News	\$ 1,200.00
Robotics	\$ 1,200.00
Latin	\$ 1,200.00
Spanish	\$ 1,200.00
NIS Band	\$ 1,200.00
CPS/NHS Pep Band	\$ 1,200.00

Activity	2023-2026
Class Advisors	
<ul> <li>Supervisory duties, organizing, and scheduling location</li> <li>Group meets at least 3 hours a month for 10 months</li> <li>Recommend # of participants: 8-12 students</li> <li>Guidance and leadership for students</li> <li>Additional duties required for grades 11-12</li> </ul>	
Grade Nine	\$ 1,000.00
Grade Ten	\$ 1,000.00
Grade Eleven	\$ 1,650.00
Grade Twelve	\$ 1,800.00
Yearbook Advisor	
<ul> <li>Supervisory duties, organizing, scheduling location for meetings</li> <li>Active participant of process with resulting project</li> <li>Instruction and guidance</li> <li>Recommended # of participants: 8-12 students</li> </ul>	
NIS	\$ 1,500.00
CPS	\$ 1,500.00
NHS	\$ 5,000.00
Additional Advisors	
Drama Club-NHS	\$ 3,000.00
Musical Production Advisor	\$ 3,000.00
Student Council – CPS	\$ 1,200.00
National Honor Society	\$ 2,400.00
Select Singing Group	\$ 3,000.00
Culinary Arts	\$ 2,400.00
Student Council - NHS	\$ 3,000.00
NEASC Coordinator	\$ 3,000.00
Veritas Advisor	\$ 5,000.00
Special Event Coordinator	
Planning and creativity, organizing, and scheduling location	
Events that are not year-round or spanning the school-year	
Communication point between school, students, parents and community	
Middle School Drama	\$ 1,200.00
Science Fair (NHS, CPS)	\$ 1,200.00
Special Olympics	\$ 1,200.00

Activity	2023-2026
Additional Coordinators	
Intramural Coordinator-NIS, CPS, NHS	\$ 850.00
Communication Coordinator- NES, NIS, CPS, NHS	\$ 1,800.00
Testing Site Coordinator	\$ 4,800.00
Mentor Program	
Mentor Coordinator	\$ 4,000.00
Mentors of Experienced Teachers	\$ 1,800.00
Mentors of Inexperienced Teachers*	\$ 3,000.00
Mentors of Teachers in Years 2 and 3 (NES, NIS, CPS, NHS)	\$ 3,000.00
Team Leaders	
Grade level team leaders PreK-8	\$ 2,400.00
SPED NES, NIS, CPS	\$ 2,400.00
Specialists NES, NIS, CPS	\$ 2,400.00
ELL NES, NIS, CPS	\$ 2,400.00
Nursing Team Leader - NES, NIS, CPS, NHS	\$ 2,400.00
TA Team Leader – NES, NIS, CPS, NHS	\$ 2,400.00
Library/Media Center Team Leader - NES, NIS, CPS, NHS	\$ 2,400.00
High School Department Leaders	****
SPED	\$ 2,400.00
English	\$ 2,400.00
Math	\$ 2,400.00
Social Studies	\$ 2,400.00
Science	\$ 2,400.00
English as a Second Language	\$ 2,400.00
Guidance	\$ 2,400.00
Career, Vocational, Technical	\$ 2,400.00
World Languages	\$ 2,400.00
Physical Education	\$ 2,400.00
Art	\$ 2,400.00
Music	\$ 2,400.00
Tutors	
Instructional (Academic Support)	\$50 per hour
Supervisory (Homework, Library)	\$35 per hour

<sup>\*</sup>Mentors of educators needing significant support with Directed Plan or Improvement Plan designation will receive this stipend.

NOTE: Stipends and number of positions may be adjusted or added within the contract years based on student participation and/or leader responsibilities.

## **Appendix C - Coaches Differentials (Stipends)\***

		2023-2024	2024-2025	2025-2026
Middle School Athletic Director		\$4,000 per	sports season	
Site Supervisor	per hour	30	30	30
Interscholastic Sports – Medical Coverage Fall, Winter, Spring, Summer	per hour	40	40	40

FALL SEASON	Level 1	Level 2	Level 3
Field Hockey, Varsity	\$5,750	\$6,500	\$ 7,000
Field Hockey, Varsity Assistant	\$4,000	\$4,500	\$ 5,000
Field Hockey, J.V.	\$4,000	\$4,500	\$ 5,000
Field Hockey, Middle School	\$3,000	\$3,500	\$ 4,000
Football, Varsity Head	\$5,750	\$6,500	\$ 7,000
Football, Varsity Assistant	\$4,000	\$4,500	\$ 5,000
Football, J.V. Head	\$4,000	\$4,500	\$ 5,000
Football, J.V. Assistant	\$4,000	\$4,500	\$ 5,000
Football, Middle School Head	\$4,000	\$4,500	\$ 5,000
Football, Middle School Assistant	\$3,000	\$3,500	\$ 4,000
Golf, Varsity	\$5,750	\$6,500	\$ 7,000
Golf, J.V.	\$4,000	\$4,500	\$ 5,000
Golf, Assistant	\$4,000	\$4,500	\$ 5,000
Golf CoEd, Middle School	\$3,000	\$3,500	\$ 4,000
Soccer, Boys Varsity	\$5,750	\$6,500	\$ 7,000
Soccer, Boys Varsity Assistant	\$4,000	\$4,500	\$ 5,000
Soccer, Boys J.V.	\$4,000	\$4,500	\$ 5,000
Soccer, Boys Middle School	\$3,000	\$3,500	\$ 4,000
Soccer, Girls Varsity	\$5,750	\$6,500	\$ 7,000
Soccer, Girls Varsity Assistant	\$4,000	\$4,500	\$ 5,000
Soccer, Girls J.V.	\$4,000	\$4,500	\$ 5,000
Soccer, Girls Middle School	\$3,000	\$3,500	\$ 4,000
Cheerleading, Varsity	\$5,750	\$6,500	\$ 7,000
Cheerleading, Varsity Assistant	\$4,000	\$4,500	\$ 5,000
Cheerleading, J.V.	\$4,000	\$4,500	\$ 5,000
Volleyball, Varsity	\$5,750	\$6,500	\$ 7,000
Volleyball, Varsity Assistant	\$4,000	\$4,500	\$ 5,000
Volleyball, J.V.	\$4,000	\$4,500	\$ 5,000
Cross Country, Boys Varsity	\$5,750	\$6,500	\$ 7,000
Cross Country, Girls Varsity	\$5,750	\$6,500	\$ 7,000
Cross Country, Boys Varsity Assistant	\$4,000	\$4,500	\$ 5,000
Cross Country, GIrls Varsity Assistant	\$4,000	\$4,500	\$ 5,000
Cross Country, Boys Middle School	\$3,000	\$3,500	\$ 4,000
Cross Country, Girls Middle School	\$3,000	\$3,500	\$ 4,000
WINTER SEASON	Level 1	Level 2	Level 3
Basketball, Boys Varsity	\$5,750	\$6,500	\$ 7,000
Basketball, Boys Varsity Assistant	\$4,000	\$4,500	\$ 5,000
Basketball, Boys J.V.	\$4,000	\$4,500	\$ 5,000
Basketball, Boys Middle School	\$3,000	\$3,500	\$ 4,000
Basketball, Girls Varsity	\$5,750	\$6,500	\$ 7,000

		1		COMMACI. 2023-20
Basketball, Girls Varsity Assistant	\$4,000	\$4,500	\$	5,000
Basketball, Girls J.V.	\$4,000	\$4,500	\$	5,000
Basketball, Girls Middle School	\$3,000	\$3,500	\$	4,000
Swimming, Varsity	\$5,750	\$6,500	\$	7,000
Swimming, Varsity Assistant	\$4,000	\$4,500	\$	5,000
Swimming, Varsity Assistant	\$4,000	\$4,500	\$	5,000
Diving, Varsity	\$4,000	\$4,500	\$	5,000
Ice Hockey, Boys Varsity	\$5,750	\$6,500	\$	7,000
Ice Hockey, Boys Varsity Assistant	\$4,000	\$4,500	\$	5,000
Ice Hockey, Girls Varsity	\$5,750	\$6,500	\$	7,000
Ice Hockey, Girls Varsity Assistant	\$4,000	\$4,500	\$	5,000
Ice Hockey, Boys J.V.	\$4,000	\$4,500	\$	5,000
Ice Hockey, Girls J.V.	\$4,000	\$4,500	\$	5,000
SPRING SEASON	Level 1	Level 2	T	evel 3
Baseball, Varsity	\$5,750	\$6,500	\$	7,000
Baseball, Varsity Assistant	\$4,000	\$4,500	\$	5,000
Baseball, J.V.	\$4,000	\$4,500	\$	5,000
Baseball, Middle School	\$3,000	\$3,500	\$	4,000
Softball, Varsity	\$5,750	\$6,500	\$	7,000
Softball, Varsity Assistant	\$4,000	\$4,500	<u> </u>	5,000
Softball, J.V.	\$4,000	\$4,500	\$	5,000
Softball, Middle School	\$3,000	\$3,500	\$	4,000
Lacrosse, Boys Varsity	\$5,750	\$6,500	\$	7,000
Lacrosse, Boys Varsity Assistant	\$4,000	\$4,500	\$	5,000
Lacrosse, Boys J.V.	\$4,000	\$4,500	\$	5,000
Lacrosse, Girls Varsity	\$5,750	\$6,500	\$	7,000
Lacrosse, Girls Varsity Assistant	\$4,000	\$4,500	\$	5,000
Lacrosse, Girls J.V.	\$4,000	\$4,500	\$	5,000
Sailing, Varsity	\$5,750	\$6,500	\$	7,000
Sailing, Varsity Assistant	\$4,000	\$4,500	\$ \$	5,000
Tennis, Boys Varsity	\$5,750	\$6,500	\$	7,000
Tennis, Boys Varsity Tennis, Boys Varsity Assistant	\$4,000	\$4,500	\$	5,000
Tennis, Girls Varsity	\$5,750	\$6,500	\$	7,000
Tennis, Girls Varsity  Tennis, Girls Varsity Assistant	\$4,000	\$4,500	\$	5,000
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# 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

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