

**CONTRACT**  
**BETWEEN**  
**THE NANTUCKET SCHOOL COMMITTEE**  
**AND THE**  
**NANTUCKET TEACHERS' ASSOCIATION**  
**EDUCATIONAL SUPPORT PERSONNEL**

*FROM: July 1, 2022*

*TO: June 30, 2025*

**RECOGNITION CLAUSE**

Pursuant to the provisions of Chapter 150E of The General Laws of Massachusetts, this agreement is made by the School Committee of Nantucket and the Nantucket Teachers' Association/Massachusetts Teachers' Association/National Education Association. The Nantucket School Committee (hereinafter referred to as the Committee) recognizes t Association for the purpose of collective bargaining as the exclusive representative of a unit consisting of:

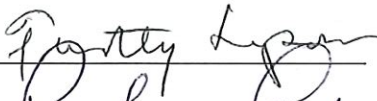
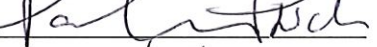
All full-time and regular part-time Administrative Assistants, Interpreters, and Technology Personnel employed by the Nantucket School Committee excluding the Administrative Assistant to the Superintendent.

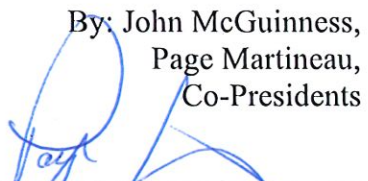

Nantucket School Committee

Nantucket Teachers  
Association

By: Dr. Timothy Lepore  
Pauline Proch

By: John McGuinness,  
Page Martineau,  
Co-Presidents

Date 7/8/22

Date 7/8/22

## TABLE OF CONTENTS

<b>RECOGNITION CLAUSE</b> .....	<b>2</b>
<b>TABLE OF CONTENTS</b> .....	<b>3</b>
<b>SCOPE OF AGREEMENT</b> .....	<b>6</b>
<b>SAVINGS CLAUSE</b> .....	<b>6</b>
<b>COMMITTEE RIGHTS</b> .....	<b>6</b>
<b>CLASSIFICATIONS &amp; BENEFITS</b> .....	<b>7</b>
CLASSIFICATION I.....	7
<i>Benefits</i> .....	7
<i>Holidays</i> .....	7
<i>Vacation</i> .....	8
<i>Accrual of Vacation Days</i> .....	8
CLASSIFICATION II.....	8
<i>Benefits</i> .....	8
<i>Holidays</i> .....	8
<i>Vacation</i> .....	9
<i>Accrual of Vacation Days</i> .....	9
CLASSIFICATION III.....	9
CLASSIFICATION IV.....	9
<b>NO STRIKE</b> .....	<b>10</b>
<b>NON-DISCRIMINATION</b> .....	<b>10</b>
<b>PRIVATE LIFE</b> .....	<b>10</b>
<b>ASSAULT, PERSONAL INJURY</b> .....	<b>10</b>
<b>WORKERS' COMPENSATION</b> .....	<b>10</b>
<b>HEALTH INSURANCE</b> .....	<b>10</b>
<b>OPEN ENROLLMENT</b> .....	<b>11</b>
<b>PENSION</b> .....	<b>11</b>
<b>LIFE INSURANCE</b> .....	<b>11</b>
<b>DUES DEDUCTION</b> .....	<b>11</b>
<b>ACTIVITY PASS</b> .....	<b>11</b>
<b>CENSORSHIP AND RESTRAINT</b> .....	<b>11</b>
<b>CORI AND FINGERPRINTING</b> .....	<b>11</b>
<b>EVALUATION</b> .....	<b>12</b>
<b>COMPLAINTS</b> .....	<b>12</b>
<b>DISCIPLINARY ACTION AND JUST CAUSE</b> .....	<b>13</b>
<b>SALARY DEDUCTION</b> .....	<b>13</b>
<b>PROBATIONARY PERIOD</b> .....	<b>13</b>
<b>SICK LEAVE</b> .....	<b>14</b>
UNUSED SICK DAYS.....	14
REIMBURSEMENT OF UNUSED SICK DAYS.....	14

EXPLANATION OF SICK LEAVE BANK .....	14
<b>ADDITIONAL LEAVE TYPES .....</b>	<b>15</b>
PERSONAL LEAVE .....	15
BEREAVEMENT LEAVE.....	16
JURY DUTY.....	16
OTHER LEAVE .....	16
PARENTAL LEAVE .....	16
EXTENDED PARENTAL LEAVE.....	17
ADOPTIVE LEAVE.....	17
PERSONAL ILLNESS LEAVE WITHOUT PAY .....	18
FAMILY ILLNESS LEAVE WITHOUT PAY .....	18
OTHER LEAVES WITHOUT PAY .....	18
MILITARY LEAVE .....	18
RETURN FROM LEAVE .....	18
<b>MEDICATION DISPENSING.....</b>	<b>18</b>
<b>MILEAGE.....</b>	<b>19</b>
<b>TRANSPORTING STUDENTS.....</b>	<b>19</b>
<b>RESIGNATION.....</b>	<b>19</b>
<b>SENIORITY.....</b>	<b>19</b>
<b>REDUCTION IN FORCE .....</b>	<b>19</b>
<b>VACANCY .....</b>	<b>20</b>
<b>TRANSFER .....</b>	<b>20</b>
<b>JOB DESCRIPTION .....</b>	<b>21</b>
<b>FLEX SCHEDULING .....</b>	<b>21</b>
<b>COURSEWORK, PROFESSIONAL DEVELOPMENT, REIMBURSEMENT .....</b>	<b>21</b>
<b>ONE TIME SEPARATION BENEFIT .....</b>	<b>21</b>
<b>SCHOOL CANCELLATIONS AND CLOSINGS.....</b>	<b>21</b>
<b>LUNCH BREAK .....</b>	<b>22</b>
<b>DRESS CODE.....</b>	<b>22</b>
<b>OVERTIME.....</b>	<b>22</b>
<b>THE GRIEVANCE PROCEDURE.....</b>	<b>22</b>
BACKGROUND .....	22
DEFINITION OF A GRIEVANCE .....	22
BEFORE BEGINNING THE PROCEDURE .....	23
IF THE PROBLEM IS NOT RESOLVED.....	23
GRIEVANCE WITHOUT ASSOCIATION REPRESENTATION.....	24
FILING PROVISION .....	24
NOTICE PROVISION .....	24
GENERAL PROVISIONS .....	25
<b>CONTRACT COPY EXPENSE .....</b>	<b>25</b>
<b>DURATION OF CONTRACT.....</b>	<b>25</b>
<b>WAGE SCHEDULE .....</b>	<b>26</b>
ANNUAL MOVEMENT.....	26
PLACEMENT ON WAGE SCHEDULE.....	26

ISSUING OFFERS OF EMPLOYMENT .....	26
SALARY RANGE.....	26
EDUCATIONAL INCENTIVE .....	27
APPENDIX A (ESP Performance Review form).....	
APPENDIX B (Staffing Survey).....	
APPENDIX C (ESP Request/Notification Dates).....	
APPENDIX D (Family and Medical Leave Act)	

## **SCOPE OF AGREEMENT**

This Agreement constitutes the sole and entire agreement between the Committee and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed. If it is to be determined a new position is appropriately placed in the bargaining unit, or a unit member is to be transferred within the unit, the Association will have the right to negotiate wages, hours, working conditions, and standards of productivity in accordance with Chapter 150E.

## **SAVINGS CLAUSE**

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

## **COMMITTEE RIGHTS**

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

## **CLASSIFICATIONS & BENEFITS**

### **ELIGIBILITY FOR BENEFITS**

Except during times of extenuating circumstances, ESP members will not be expected to perform duties normally executed by Teaching Assistants or Teachers.

The employees covered by this Agreement are to be classified as follows for purposes other than wages:

### **CLASSIFICATION I (FULL YEAR EMPLOYEES)**

#### **CLASSIFICATION I**

Classification I employees are those persons working a 12-month schedule and 20 hours or more per week. Full-time status shall be granted to employees working 35 hours or more per week.

#### **BENEFITS**

##### **CLASSIFICATION I ~ BENEFITS (FULL YEAR EMPLOYEES)**

Full Year Employees are eligible for:

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

Other Leaves except provided by statute

\*\*Administered under conditions by the Nantucket Educational Trust

#### **HOLIDAYS**

The following days in each year shall be holidays with pay.

The Superintendent reserves the right to grant additional paid holidays depending on the dates holidays fall during the work year.

If a paid holiday falls on a weekend, the employer will arrange for a mutually agreeable paid vacation day. Employees who agree, at their sole option to work on a holiday, will be given a mutually agreeable paid day off in place of the forfeited holiday.

##### **CLASSIFICATION I ~ PAID HOLIDAYS (FULL YEAR EMPLOYEES)**

Full Year Employees are eligible for:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Juneteenth

## VACATION

### **CLASSIFICATION I- VACATION (FULL YEAR EMPLOYEES)**

Full Year Employees are eligible for:

During the first fiscal Year ..... 1 Day + accrued vacation days up to 10 days  
In the second through fifth fiscal year of employment ..... 2 weeks + 1 day (11 days)  
In the sixth through tenth fiscal year of employment ..... 3 weeks + 1 day (16 days)  
In the eleventh through fifteenth fiscal year of employment ..... 4 weeks + 1 day (21 days)  
In the sixteenth fiscal and after ..... 5 weeks + 1 day (26 days)

## ACCRUAL OF VACATION DAYS

Vacation days will accrue on a pro-rata basis from the employee's date of hire. Vacation days can be used upon accrual and an employee can carry up to five (5) days of vacation from one fiscal year to the next.

\*Vacation shall be granted by the Supervisor at such time as, in the Supervisor's opinion, will cause the least interference with the performance of the employee's regular work in the department.

### **CLASSIFICATION II (SCHOOL YEAR/10 MONTH EMPLOYEES)**

## CLASSIFICATION II

Classification II employees are those persons working a 10-month (school-day) schedule and 20 hours or more per week. Full-time status shall be granted to employees working 35 hours or more per week.

Up to 10 days as additional days of service may be added to Classification II employee work days. A maximum of 5 days may be scheduled as mutually agreed upon dates during July and August.

## BENEFITS

### **CLASSIFICATION II- BENEFITS (SCHOOL YEAR/10 MONTH EMPLOYEES)**

School Year/10 Month Employees are eligible for:

Health Insurance	Personal Leave *
Life Insurance	Paid Vacation ***
Paid Holidays *	Longevity *
Sick Leave *	Employee Housing **

Pension

Other Leaves except provided by statute

\*Pro-rata benefits

\*\*Administered under conditions by the Nantucket Educational Trust

\*\*\*As described in the Classification II Vacation section

Benefits are based on year-round employment. School year and all other regular part-time employees who work 20 hours or more receive benefits on a pro-rata basis.

## HOLIDAYS

The following days in each year shall be holidays with pay.



The Superintendent reserves the right to grant additional paid holidays depending on the dates holidays fall during the work year.

If a paid holiday falls on a weekend, the employer will arrange for a mutually agreeable paid vacation day. Employees who agree, at their sole option to work on a holiday, will be given a mutually agreeable paid day off in place of the forfeited holiday.

**CLASSIFICATION II-PAID HOLIDAYS (SCHOOL YEAR/10 MONTH EMPLOYEES)**

School Year/10 Month Employees are eligible for:

- |                             |                  |
|-----------------------------|------------------|
| New Years Day               | Labor Day        |
| Martin Luther King, Jr. Day | Columbus Day     |
| Presidents' Day             | Veterans Day     |
| Patriots' Day               | Thanksgiving Day |
| Memorial Day                | Christmas Day    |
| Junteenth                   |                  |

**VACATION**

**CLASSIFICATION II-VACATION (SCHOOL YEAR/10 MONTH EMPLOYEES)**

- School year/10 Month Employees are eligible for:
- In the sixth through tenth fiscal year of employment .....8 days
  - In the eleventh fiscal year of employment and after.....16 days

**ACCRUAL OF VACATION DAYS**

Vacation days for eligible employees will accrue on a pro-rata basis from the employee's date of hire. An employee can carry up to five (5) days of vacation from one fiscal year to the next.

**CLASSIFICATION III**

**CLASSIFICATION III**

Employees who work less than 20 hours per week.

These employees are not eligible for:

- |  |                  |
|--|------------------|
| Health Insurance                           | Personal Leave   |
| Life Insurance                             | Paid Vacation    |
| Paid Holidays                              | Longevity        |
| Sick Leave                                 | Employee Housing |
| Pension                                    |                  |
| Other Leaves except as provided by statute |                  |

**CLASSIFICATION IV**

**CLASSIFICATION IV**

When the school system identifies a need for coverage that is not adequately described by Classifications I, II, or III, the Nantucket School Committee (or its designee) and the Nantucket Teachers Association may enter into negotiations to create a position which will define the

number of days that best meets the needs of the school system. Employees placed in this classification will follow the language of Classification I where it differs from other Classifications, on a pro-rata basis

## **NO STRIKE**

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

## **NON-DISCRIMINATION**

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

## **PRIVATE LIFE**

The personal and private life of an employee is not within the appropriate concern of the Committee, except as it may interfere with the employee's responsibility to and relationships with students and the school system.

## **ASSAULT, PERSONAL INJURY**

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

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

## **WORKERS' COMPENSATION**

An employee in the Nantucket School System is covered by Workman's Compensation. The Committee 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 Workers' Compensation and the employee's normal pay. This payment is taken from the employee's accumulated sick leave time or vacation time on a pro-rata basis. In no case will this combined payment exceed the employee's regular pay. This payment will include the Workers' Compensation payment plus unused sick leave and/or vacation time on a pro-rata basis.

## **HEALTH INSURANCE**

The School Committee, on behalf of the Town of Nantucket, shall pay the premiums for each of its professional employees as follows:

90% Blue Cross / Blue Shield PPO with agreed co-pays

Or comparable medical insurance plan adopted by the Town of Nantucket, under the applicable general laws of the Commonwealth of Massachusetts.

## **CO-PAYS**

Co-Pays are as follows:

Determined by the process governed under the Municipal Health Insurance Act.

Med flight: Included

## **OPEN ENROLLMENT**

Open enrollment will take place on a yearly basis.

## **PENSION**

All provisions of the Massachusetts Public Retirement Plan are made part of this Agreement

## **LIFE INSURANCE**

The School Committee, on behalf of The Town of Nantucket, shall provide fifty percent (50%) of the cost of a \$5,000 life insurance policy as adopted by the Town under the General Laws of the Commonwealth.

## **DUES DEDUCTION**

The Treasurer of the Nantucket Teachers' Association will provide signed forms to the Superintendent of Schools of employees who have voluntarily authorized the Committee to deduct dues for any of the Associations named above. The Town Treasurer may require proof that the Association Treasurer has given a bond to said Association for the faithful performance of their duties in a form approved by the Commission of Corporation and Taxation, in accordance with the Law.

## **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 fund raising.

## **CENSORSHIP AND RESTRAINT**

The School Committee and Association agree that 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

## **CORI AND FINGERPRINTING**

In compliance with the provisions of Massachusetts General Law, the Superintendent shall request and review CORI/CHRI checks. Employees shall be made aware that CORI/CHRI reports concerning them are being requested, and when such requests are actually made. Such checks for CORI shall take place:

Prior to initial hire and not more than once every three (3) years

Or when requested by the Superintendent

Such checks for CHRI shall take place:

- Prior to initial hire in determining a candidate's suitability
- Or when requested by the Superintendent

Employees shall be made aware that upon request, they shall be provided with a CORI report received by the Superintendent. All CORI/CHRI reports shall be kept in a separate, secure file maintained in the Superintendent's office. An employee can request a CORI report at any time. If a determination is made not to hire based on a CHRI report or upon termination of employment, an employee may request in writing that they be given a copy of their CHRI report

After a review of a CORI/CHRI 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/CHRI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.

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

## **EVALUATION**

Each employee's work performance shall be evaluated in accordance with the ESP Performance Review document. The mid-year review shall take place prior to January 15th. The final evaluation shall take place prior to May 15<sup>th</sup>. See Appendix A (Educational Support Personnel Performance Review)

Each employee shall be given a copy of any formal evaluation and will have the right to discuss such evaluation with their evaluator.

The employee and their evaluator are required to sign the document solely as proof of receipt. The employee may write a rebuttal statement to the evaluation. The evaluation document will be given to said employee within five (5) school days of the original evaluation date. The employee will then have up to five (5) additional school days to submit a rebuttal if desired. The final document(s) are to be filed in the Superintendent's office

## **COMPLAINTS**

Any complaint shall be brought to the employee's attention within ten (10) school days and the employee shall be required to sign a file copy to signify the employee has had an opportunity to review the complaint. The signature does not signify that the employee agrees with the complaint. The employee may submit a written response.

Any complaint not brought to their attention shall be deemed null and void. Employees have the right, upon presenting a written request, to review the contents of their personnel file. An employee will be entitled to have a representative of the Association accompany him or her during such review.

When material derogatory to an employee's conduct, service, character or personality is placed in the employee's personnel file, the employee will receive notice of such fact and will have the right to review such written material, and will have the right to submit a written answer to such material, and their answer shall be reviewed by the Superintendent and attached to the file copy.

## **DISCIPLINARY ACTION AND JUST CAUSE**

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

No employee shall be 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.

## **SALARY DEDUCTION**

The Committee agrees to deduct from the salaries of its employees the following:

1. Nantucket Teachers' Association dues
2. National Education Association dues
3. Massachusetts Teachers' Association dues

Note: Such deductions shall be made by method agreeable to both the Treasurer of the Town of Nantucket and the Treasurer of the Nantucket Teachers' Association.

4. Rent for School Housing
5. Tax Sheltered annuities (pursuant to established Town procedure)
6. Dental Insurance (pursuant to established Town procedure)

## **PROBATIONARY PERIOD**

Each employee hired to fill a bargaining unit position shall serve a ninety (90) day probationary period. During the ninety (90) day probationary period, an employee will accrue, but may not use personal leave.

## **SICK LEAVE**

### **SICK LEAVE**

The number of sick days per year will be eighteen (18) for Classification I employees and fifteen (15) for Classification II employees.

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 cause for discipline by the Administration

### **UNUSED SICK DAYS**

Employees shall earn sick leave at the rate of one and one-half (1 1/2) days per month per year employed. The number of unused days will accumulate to one hundred and fifty (150) days. Accumulated sick leave notice will be issued annually by October 1<sup>st</sup>. Sick leave days are not calendar days, but days when schools are scheduled to be in session. However, Classification I employees (year-round) do follow calendar days.

If a Professional Employee...	Then 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. <u>Under no circumstances may the maximum exceed 18 days (Classification I) or 15 days (Classification II) per annum.</u>

### **REIMBURSEMENT OF UNUSED SICK DAYS**

- Annual reimbursement will be made at the rate of \$75 per day.
- Payment will be made prior to the first day of the next school year.

### **EXPLANATION OF SICK LEAVE BANK**

A sick leave bank has been established for the purpose of making additional sick leave days available to ESP 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 will acquire its assets through the combination of voluntary and mandatory donations of sick leave days by members of the ESP and Teaching Assistant Units.

When the Sick Leave Bank is depleted to 250 days, one sick leave day will be deducted from the accumulated Sick Leave Days of each employee.

If the joint Sick Leave Bank should fall to less than 250 days, employees must contribute another day.

Existing employees with zero (0) sick days must contribute their next available day.

Upon separation, an employee's remaining sick days automatically transfer to the Sick Leave Bank.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members; (2) designated by the School Committee and (2) designated by the Association.

In the event of a tie, the parties agree that they will go to the Board of Mediation and Conciliation of the American Arbitration Association for a final disposition of the matter pursuant to their rules.

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

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

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

No days may be withdrawn from the Bank for any other reason than prolonged illness or injury. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family.

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

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

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

Upon completion of the initial grant of sick leave days, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

The sick leave days granted by the Bank will be retroactive to the first day of the employee's illness or injury after 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 the days worked per year by an individual employee of this unit shall be granted from the sick leave bank during any one working year.

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

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

## **ADDITIONAL LEAVE TYPES**

### **PERSONAL LEAVE**

Each full-time employee will be allowed three (3) days of personal leave in addition to sick leave. Such leave shall be for the purpose of attending to personal matters which require absence during work hours. Examples are important legal, business, or family matters.

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

## **BEREAVEMENT LEAVE**

An employee will be allowed paid leave in the event of the death of a member of the employee's immediate family, defined as spouse, child, parent, sibling or domestic partner. For family members and others not covered by the previous sentence, employees may request the use of their available sick days. Bereavement leave may not exceed five (5) days

## **JURY DUTY**

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

## **OTHER LEAVE**

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

## **PARENTAL LEAVE**

In accordance with the provisions of this article an employee who is expecting a child shall be entitled to a parental leave of absence with or without pay except as described herein. The employee shall notify the Superintendent within a reasonable amount of time after the pregnancy has been established. A pregnant employee may continue to work as long as she is able to perform her duties in a satisfactory manner.

The table below explains the paid and unpaid parental leave time for part/full time professional employees:

<b>If the employee....</b>	<b>Then they are entitled to...</b>
<ul style="list-style-type: none"><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 their job,</li></ul>	<ul style="list-style-type: none"><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>

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 of the birthing parent, but with insurance benefits continuing to be paid by the system. The employee continues to pay their portion of the premium.
3. The parties further agree that days taken under these leaves are
4. school days from within any one (1) school year.
5. Every employee covered by this contract is entitled to eight (8) weeks parental leave without pay and an additional four (4) weeks child rearing leave without pay if they have



been employed at least three consecutive months and give two weeks notice of their departure date and notice that they intend to return to their job.

6. The parties further agree that days taken under these leaves are *work* days.

## **EXTENDED PARENTAL LEAVE**

A professional employee is entitled to maternity/paternity 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 leaves under the terms of the previous section,
- give the Superintendent written notice of the employee's intention to take more than eight (8) weeks not later than six (6) weeks after the birth of the child and include in such notice the date the employee intends to return and
- return at the opening of school in September following the birth of the child or if that should be less than six (6) months following the termination of pregnancy then at the employee's option that September or the next following September and, in either case, is entitled to the same position if vacant or to a similar position.

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 parental 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. 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 Sick Leave.

**For additional information, see Appendix D (Family Medical Leave Act)**

## **ADOPTIVE LEAVE**

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, provided they meet the following requirements:

- The employee has completed ninety (90) consecutive days of employment in the Nantucket Public Schools prior to commencement of the leave.
- The employee has given sixty (60) days, prior to the commencement of the leave, notice to the Superintendent of their intent to take such a leave, the anticipated date of departure, the duration of the leave, and the assurance of their intent to return to work.
- They are entitled to 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. 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. No part of these twelve

(12) weeks may be borrowed from the sick leave bank. Days taken under this twelve (12) week leave are workdays from within any one (1) work year.

- Furthermore, the employee shall notify the Superintendent when they receive notice of the approval by the concerned agency and shall give additional notice of the actual date of departure, duration of the leave, and assurance of their intent to return to work; however the employee must provide the Superintendent with proof of custody of the child within fifteen (15) days of final notice to employee from the agency in order to continue the leave beyond the initial fifteen (15) day period.

### **PERSONAL ILLNESS LEAVE WITHOUT PAY**

Any employee whose absence because of continuing illness or effects of illness extends beyond the period of sick leave available to him or her may be granted additional leave of absence without pay or increment by the Superintendent

### **FAMILY ILLNESS LEAVE WITHOUT PAY**

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

### **OTHER LEAVES WITHOUT PAY**

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

### **MILITARY LEAVE**

Every employee who is a member of an active reserve component of the Armed Forces shall be granted a leave of absence with pay for the purpose of their attending an annual tour of duty as a member of that reserve component. Such leave of absence shall not exceed seventeen (17) days. Any employee on such leave shall be paid their normal daily rate of pay, less any sum paid to him or her for such duty or service. The Superintendent may request summer service for the employee. Military leave will be granted to any employee who is inducted in any branch of the armed forces of the United States. Military Leave for up to five (5) years as required by local, state, or federal law shall be granted for Military Service. Reinstatement shall be subject to State and Federal Law. The period of such leave shall be the period of continuous service required by such induction but shall not continue into any period of additional voluntary service. Upon return from such leave, such employee will be placed on the salary schedule at the level they would have achieved if they had not been absent.

For additional information, see Appendix C (Your rights under USERRA)

### **RETURN FROM LEAVE**

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

### **MEDICATION DISPENSING**

Employees shall not be required to, under any circumstances, dispense medication to students.

## **MILEAGE**

Employees requested by management to use their vehicle to carry out their work responsibilities shall be reimbursed at the current State rate. Said employee must fill out a mileage form provided by the Superintendent's office in order to be reimbursed.

## **TRANSPORTING STUDENTS**

Employees are not required to transport students in employee's vehicles.

## **RESIGNATION**

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

## **SENIORITY**

Seniority is defined as the length of consecutive service from the first day of work as a regularly appointed employee within the Bargaining Unit in which they are employed. Authorized leaves of absence with pay shall be considered time worked for purposes of seniority. Authorized leaves of absence without pay shall not be considered a break in service, but not count toward seniority.

In the case of employees who are working less than one hundred (100%) percent for the Committee, their length of service status for the part-time period will be determined by multiplying the percentages of time worked against the total time period involved, i.e., employee employed by the Committee for forty (40%) percent of the full-time work year for a total of ten (10) years, forty (40%) percent x ten (10) years = four (4) years seniority, plus full-time employment, if any. The parties will "flip" a coin to break the tie in cases of equal seniority. If there is a challenge, the Superintendent and the Association shall meet forthwith in an effort to resolve the challenge. A Seniority List shall be supplied by the Superintendent as needed.

## **REDUCTION IN FORCE**

**Tech Department and Administrative Assistant/Secretaries will be considered separate entities in matters of layoff and recall. In no case will issues regarding layoff, bumping, or recall occur between entities.**

- A. In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in the "Recognition Clause" the Superintendent will take into consideration their ability, qualifications, and length of service; when all the factors that constitute ability and qualifications are relatively equal, length of continuous service as a unit employee shall prevail. Documentation that unit members wish to submit for consideration in determining qualifications must be on file in the Superintendent's Office by April 1<sup>st</sup>.
- B. In arbitration of any grievance arising out of the Superintendents determination that a layoff based on seniority would conflict with the best interest of the school system, the Superintendent bears the burden of proving, by a preponderance of the evidence, that its determination was not arbitrary, capricious, or unreasonable.
- C. Unit employees who are to be affected by a reduction in staff action must be notified in writing no later than May 1<sup>st</sup> of the school year preceding the contract year in which the reduction will take effect. Said notice will include the specific reasons for the layoff.
- D. The laid-off employee, or the employee whose position is eliminated, shall, (a) be transferred to an open position for which the employee is reasonably qualified or could become qualified before the effective date of the layoff, or (b) bump an employee with less seniority in accordance with the following provisions.

1. The employee must be reasonably qualified to do the job without additional training into which the employee is bumping.
  2. The employee shall first bump the least senior employee within the same job description held by the bumping employee.
  3. As an exception to #2, no Administrative Assistant/Secretary serving as the sole Administrative Assistant/Secretary for a school shall be replaced by the bumping process, and no school office would have to experience a 100% turnover in any one (1) fiscal year resulting from the bumping process.
- E. If there is no position into which the laid-off employees can bump, the laid-off employees will be considered for vacancies within the bargaining unit and, if their qualifications are comparable to those of other candidates, preference in filling these vacancies will be given as follows: First preference will be given to the laid-off employee with the greatest seniority within the same job description as that in which the vacancy occurs.
- F. Unit members who have been laid-off shall be entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their layoff up to but not exceeding two (2) years. During the recall laid-off employees shall be notified, by certified mail to their last address of record, of vacancies within the unit for which they may apply. All benefits to which a laid-off employee on the recall list was entitled at the time of lay-off shall be restored in full reemployment within the recall period. During the recall period, unit members who have been laid-off shall be given every consideration for available part-time work, if they so desire, without affecting their recall rights.
- G. A list specifying the seniority of each member of this bargaining unit shall be prepared by the business office and forwarded to the NTA President(s) of the unit upon request.
- H. If a position within the unit that has been eliminated is restored, then the employee who held this position shall be given the option to be reassigned to the restored position if they are still currently employed by the district in a position of equal job description

## **VACANCY**

### **Permanent**

All vacant positions will be posted along with the job description including duties, hours and wages for ten (10) school days except in the case of an emergency.

To allow for the possible transfer to a vacant position within the system, all current employees will be issued annually a staffing survey distributed by the Association see Appendix D (Staff Survey)

The Superintendent will circulate completed surveys to the System-wide Administrators.

### **Temporary**

Vacant positions may be filled on a temporary basis for a reasonable amount of time.

## **TRANSFER**

The Superintendent shall retain the right to assign and/or reassign employees within the district. ESP members desiring a transfer within the district shall file a written request for transfer to the Superintendent by April 1<sup>st</sup>. It is understood and agreed that if an opening does not exist on or before April 1<sup>st</sup>, and in fact the employee indicates a desire to transfer by completing an ESP survey, the Superintendent and the system-wide administrators will keep all such ESP surveys in an active file in anticipation of future openings and all such requests for a transfer stated on the completed survey will be duly considered. In the event a unit member is transferred to another position within the ESP unit, a full day of duty free Training/Professional Development will be provided no later than 30 days after the start of school or the transfer date whichever is later

## **JOB DESCRIPTION**

A job description with negotiated compensation and benefits will be available to employees at the time of employment or renewal of Contract.

## **FLEX SCHEDULING**

Flex Scheduling is when start and end times for some employees differ from the norm for the daily schedule of a given school, but total works hours remain equivalent. Flex scheduling may be a condition of employment for new hires. For current employees, Flex Time will be determined as a part of their contract offer. The Association will be notified about any of these pending changes for current employees. It remains the responsibility of the Supervisor to ensure performance and productivity of employees with Flex Scheduling

## **COURSEWORK, PROFESSIONAL DEVELOPMENT, REIMBURSEMENT**

The School Committee shall set aside a total of \$10,000.00 per school year for course work and other professional development reimbursements. This money shall not be considered a grant to any one employee but shall be used to give maximum flexibility for use of all employees with a limit of up to \$2,000.00 per employee a year. It is the intention of the parties that all unit members will be given equal access to the Professional Development money over the term of this contract. Upon acceptance of this allowance, the employee must agree in writing to work in the Nantucket Public Schools for at least one (1) year, if offered employment or return the total reimbursement. To qualify for reimbursement, advanced written approval must be granted by the immediate supervisor and Superintendent. If any amount of the \$10,000.00 remains unallocated as of March 1 of each budget year, ESP members may apply for further assistance with the cost of their professional development. The Committee shall make reimbursement after the employee submits evidence of satisfactory completion of each course. Course reimbursements are not available to employees who are on leave of absence without pay. The Committee shall pay each employee their daily pay plus expenses if it requires him or her to attend conferences, institutes, or other off-campus functions

## **ONE TIME SEPARATION BENEFIT**

Employees under this contract, after fifteen (15) years of continuous service, are eligible for a one-time separation benefit upon retirement, resignation, or death.

Classification I employees will receive \$10,000.00

Classification II employees will receive \$7,000.00

Notification of the intent to apply for this benefit must be in writing by November 1st one year prior to the employee's plan to resign or retire and compensation will be paid at separation.

In the event of the death of a qualified employee, the benefit shall be made to their beneficiary designated in writing, on file with the Retirement Board, or in the absence thereof, to their estate. In the event of death without a separation request on file, compensation due will be paid on July 1<sup>st</sup> of the next fiscal year

## **SCHOOL CANCELLATIONS AND CLOSINGS**

It is mutually understood and agreed that school offices shall remain open on days when school is cancelled because of inclement weather. After receiving notification of building accessibility from administration, the Classification I employees will report to work on these days as soon as is safely possible. Classification I employees are expected to make a reasonable effort to be present, however, the School Committee does not expect personnel to risk their safety in order to

get to work during inclement weather. If the Classification I employee determines they cannot report to school safely, they may use either a vacation day or personal day if time is accrued. On days when the Superintendent determines the buildings must be closed for inclement weather or other, unplanned reasons the Classification I employee will be paid for the day. In the event there is a planned school closing, Classification I employees will not be required to use vacation or personal time; rather, they may complete their assignments at home and provide a log of work completed to be signed off by their immediate supervisor. Classification II employees are not expected to report on days that school is cancelled or closed, as those days will be re-scheduled

## **LUNCH BREAK**

All full-time employees shall have a daily one half hour paid lunch break

## **DRESS CODE**

Unit members will be permitted flexibility in the dress code if appropriate to the performance of their normal duties.

## **OVERTIME**

Reasonable overtime may be required from time to time but must be authorized by the ESP member's supervisor. Employees working over forty (40) hours in any work week shall be compensated at the rate of time and one-half.

Any unit member unexpectedly called or recalled into work by an Administrator on a non-scheduled day or time is entitled to a minimum of one (1) hour of time.

Call in time will be considered overtime if any of the following three (3) criteria are met:

1. The time causes the aggregate's daily time worked to exceed eight (8) hours.
2. The time causes aggregate's weekly time to exceed forty (40) hours.
3. The time occurs on either the sixth or seventh day of work in a given week.

# **GRIEVANCES**

## **THE GRIEVANCE PROCEDURE**

### **BACKGROUND**

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

### **DEFINITION OF A GRIEVANCE**

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

**BEFORE BEGINNING THE PROCEDURE**

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

<b>If at the end of the ten-day period referenced above</b>	<b>Then...</b>
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.

**IF THE PROBLEM IS NOT RESOLVED**

The following are the procedures for filing a grievance.

<b>Level</b>	<b>Action</b>
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	<p>At the end of twenty-five (25) school days following presentation of the grievance in writing to the school committee, if the grievance shall not have been disposed to the satisfaction of the Professional Rights and Responsibilities Committee of the Association, and if the grievance shall involve an interpretation or application of any provision of the contract, the Association may, by giving written notice to the School Committee within the next ten (10) school days following the conclusion of such period of twenty-five (25) school days, present the grievance for arbitration, in which event the School Committee and Association shall forthwith submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of said American Arbitration Association.</p> <p><b>Note: The expense of such arbitration shall be shared equally by the School Committee and the Association (each party is responsible for its own expenses), and the award made shall be final and binding upon the School Committee, the Association, and the aggrieved.</b></p>
---	--

### **GRIEVANCE WITHOUT ASSOCIATION REPRESENTATION**

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

### **FILING PROVISION**

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

### **NOTICE PROVISION**

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

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

With copy to the:

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

If to the Association:

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

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



## **GENERAL PROVISIONS**

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

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

Notice provided herein shall be deemed given when mailed, postage paid, by certified mail, addressed:

**If to the Committee:**

Chairperson  
Nantucket School Committee  
Nantucket, MA 02554

**With copy to:**

Superintendent of Schools  
Nantucket School Department  
Nantucket, MA 02554

**If to the Association:**

*Co-Presidents*  
Nantucket Teachers' Association  
Nantucket, MA 02554

or to such other addresses as may be designated during the term of this Agreement."

## **CONTRACT COPY EXPENSE**

Copies of this agreement will be reproduced by the Association at the School Committees' expense and a copy given to each ESP member.

## **DURATION OF CONTRACT**

This Agreement is effective as of *July 1, 2022*, and continues in effect until *June 30, 2025*.

On or before *April 1, 2024*, the Committee or the Association may notify the other in writing of its intention to negotiate a successor agreement. Absent such notification, the terms of this Agreement shall be in full force and effect.

# NANTUCKET EDUCATIONAL SUPPORT PERSONNEL WAGE SCHEDULE

## WAGE SCHEDULE

### ANNUAL MOVEMENT

In order to be eligible for annual movement, a pay increase effective July 1, employees hired after June 30, 2025, must have worked one day more than half of a full contract term.

Note: when calculating hourly rate, round to the nearest cent

	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
<b>Base Pay Increase, staff making \$30 or less in FY22</b>	\$3.00	\$2.00	\$2.00
<b>Base Pay Increase, staff making more than \$30 in FY22</b>	\$1.35	\$2.00	\$2.00

The movement will be based on continued employment in the Nantucket Public school system.

### PLACEMENT ON WAGE SCHEDULE

The contract will be supplied to prospective employees prior to the signing of the offer of employment.

Initially, employees will be placed on the wage schedule consistent with their skill, experience and education. A new employee's starting wage must not exceed an amount 5% above the lower limit of that employee's wage scale. However, it is recognized that the prevailing market and specific skills sets may be conditions that would necessitate exceeding that limit. In these cases, wages in excess of this amount must be negotiated with union leadership prior to hire date.

### ISSUING OFFERS OF EMPLOYMENT

For current employees, individual offers of employment will be issued annually by May 15.

### SALARY RANGE

<b>Bottom of Range</b>			
<b>Fiscal Year</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
<b>Admin Asst</b>	\$25.75	\$27.50	\$29.25
<b>Tech</b>	\$29.25	\$31.00	\$32.75
<b>Interpreter</b>	\$25.75	\$27.50	\$29.25

## **EDUCATIONAL INCENTIVE**

Members of the ESP Unit may receive a salary incentive for educational training when such additional education is applicable to their job responsibilities. Employees wishing to take advantage of the educational incentive must get prior written approval from their immediate supervisor and the superintendent. An employee's incentive will be an hourly increase of \$1.50 per hour in base pay in the fiscal year following completion of the training.

# APPENDIX A



## Nantucket Public Schools

### EDUCATIONAL SUPPORT PERSONNEL Performance Review

EDUCATOR SUPPORT PERSONNEL: \_\_\_\_\_

DATE(S) OBSERVED: \_\_\_\_\_ Mid Year Performance Review \_\_\_\_\_ Final Performance Review

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

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

I. Job Knowledge	Exemplary	Proficient	Needs Improvement	Unsatisfactory
<ul style="list-style-type: none"> <li>• Demonstrates job specific knowledge</li> <li>• Exhibits thorough knowledge and facility with appropriate technology</li> <li>• Demonstrates organizational skills and attention to detail</li> <li>• Observes and follows established procedures</li> </ul>	<p><b>COMMENTS/EVIDENCE:</b> (Required for "Needs Improvement" or "Unsatisfactory" rating)</p>			
II. Interpersonal Relations	Exemplary	Proficient	Needs Improvement	Unsatisfactory
<ul style="list-style-type: none"> <li>• Interactions with students and staff are positive and appropriate</li> <li>• Exhibits a polite, friendly and respectful attitude with the public</li> <li>• Demonstrates understanding and respect for diversity in the community</li> <li>• Cooperativeness</li> </ul>	<p><b>COMMENTS/EVIDENCE:</b> (Required for "Needs Improvement" or "Unsatisfactory" rating)</p>			

<b>III. Communication</b>	<b>Exemplary</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>
<ul style="list-style-type: none"> <li>• Communicates effectively verbally</li> <li>• Communicates effectively in writing</li> <li>• Communicates effectively and appropriately with supervisor and administration</li> </ul>	<b>COMMENTS/EVIDENCE:</b> (Required for "Needs Improvement" or "Unsatisfactory" rating)			
<b>IV. Dependability</b>	<b>Exemplary</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>
<ul style="list-style-type: none"> <li>• Punctuality/Attendance</li> <li>• Completes tasks accurately and efficiently</li> <li>• Meets deadlines</li> <li>• Flexibility</li> <li>• Maintains files, data and records accurately and timely</li> </ul>	<b>COMMENTS/EVIDENCE:</b> (Required for "Needs Improvement" or "Unsatisfactory" rating)			
<b>V. Professional Responsibilities</b>	<b>Exemplary</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>
<ul style="list-style-type: none"> <li>• Adheres to the District's policies, practices and procedures</li> <li>• Takes initiative, anticipating and meeting unexpected needs</li> <li>• Maintains confidentiality with respect to all student and staff matters</li> </ul>	<b>COMMENTS/EVIDENCE:</b> (Required for "Needs Improvement" or "Unsatisfactory" rating)			

Administrator's/Supervisor's Summary:

*Signatures below indicate that a conference between the Educational Support Personnel (ESP) and the evaluator was held. The ESP's signature on this form indicates that they have seen all comments on the form and does not necessarily indicate agreement with the report. This document is a part of the ESP's personnel file. The ESP has the right to submit a written response to this document, which will be attached to the personnel file copy.*

\_\_\_\_\_  
 \*Signature of Educator Support Personnel

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

\_\_\_\_\_  
 Date

**APPENDIX B**  
Nantucket Public Schools  
ESP Staffing Survey

NAME:

---

1. Please check one:

- I plan to work in this system next year
- I plan to request a leave of absence for next year
- I plan to resign from my position
- I plan to retire

2. I would like to discuss the possibility of a change of assignment.

- Yes, I am interested in

\_\_\_\_\_

\_\_\_\_\_.

- No

3. Previous NPS Assignments

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

*The Superintendent shall retain the right to assign/or reassign employees within the district. ESP members desiring a transfer within the district shall file a written request for transfer to the Superintendent by April 1<sup>st</sup>. It is understood and agreed that if an opening does not exist on or before April 1<sup>st</sup>, and in fact the employee indicates a desire to transfer by completing an ESP survey, the Superintendent and the system-wide Administrators will keep all such ESP surveys in an active file in anticipation of future openings and all such requests for a transfer stated on the completed survey will be duly considered.*

**APPENDIX C**  
**ESP Request / Notification Dates**  
**Current Contract 7/1/22 – 6/30/25**

<b>OFFER OF EMPLOYMENT</b>	<b>DATE</b>
Issuance of yearly offer of employment	May 15
<b>CONTRACT AGREEMENT</b> (Modification, Termination, Negotiation)	<b>DATE</b>
Modify / terminate contract agreement (every three (3) years)	February 1
Start Negotiations	March 1
<b>LEAVE</b>	<b>DATE</b>
Request for upcoming school year unpaid leave	March 5
Request for emergency leave	ASAP
Notification of return/non-veteran from leave	March 5
Notification of return from transfer	March 5
Notification of intent to take 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 (9 weeks plus)	60 school days
Proof of custody of child from adoption agency	15 days
<b>REIMBURSEMENT</b>	<b>DATE</b>
Notification of accrued sick days	Oct. 1
<b>LONGEVITY PAYMENT</b>	<b>DATE</b>
If applicable, payment issued annually in last check in December	Dec. 30
<b>STAFFING / TRANSFER</b>	<b>DATE</b>
ESP Survey	April 1
<b>EVALUATION ( ESP PERFORMANCE REVIEW)</b>	<b>DATE</b>
Mid-year Review	Prior to Jan 15
Year End Review	Prior to May 15
<b>ONE TIME SEPARATION BENEFIT</b>	<b>DATE</b>
Notification of intent to apply for the one time separation benefit	Nov 1 One year prior to resignation or retirement

# **APPENDIX D**

## **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **UNDER THE FAMILY AND MEDICAL LEAVE ACT**

#### **Basic Leave Entitlement**

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

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

#### **Military Family Leave Entitlements**

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

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

#### **Benefits and Protections**

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

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

#### **Eligibility Requirements**

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



## **Definition of Serious Health Condition**

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

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

## **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## **Substitution of Paid Leave for Unpaid Leave**

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

## **Employee Responsibilities**

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

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

## **Employer Responsibilities**

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

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

## **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

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

## **Enforcement**

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

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

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

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

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

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

