

AGREEMENT

AMONG

MARTHA'S VINEYARD SUPERINTENDENCY UNION # 19 SCHOOL COMMITTEE
MARTHA'S VINEYARD REGIONAL HIGH SCHOOL DISTRICT COMMITTEE
UP-ISLAND REGIONAL SCHOOL DISTRICT COMMITTEE
THE SCHOOL COMMITTEES OF EDGARTOWN, OAK BLUFFS, AND TISBURY

AND

MARTHA'S VINEYARD EDUCATORS ASSOCIATION

ADMINISTRATIVE SUPPORT PERSONNEL (ASP)

JULY 1, 2022- JUNE 30, 2025

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ARTICLE I
RECOGNITION

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made by the School Committees of Martha's Vineyard, The Martha's Vineyard Regional High School District Committee, the Up-Island Regional School District Committee and the Administrative Support Personnel (ASP) Unit of the Martha's Vineyard Educators Association. The Union Committee, the Martha's Vineyard Regional High School District Committee, the Up-Island Regional School District Committee, and the School Committees of the various towns (hereinafter referred to as the Committee) recognize the Association for the purpose of collective bargaining as the exclusive representative of a unit consisting of: All full-time and regular part-time Administrative Support Personnel (ASP), excluding the Administrative Assistants to the Superintendent for the Superintendency Union and the Regional High School District and the Executive Secretary to the Superintendent as confidential employees and excluding all managerial, casual, and other employees.

ARTICLE II
MANAGEMENT RIGHTS

The Committee is a public body established under and with powers provided by the Statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from, or impair any power, right, or duty conferred upon the Committee by statute or by any rule or regulation of any agency of the Commonwealth.

Subject only to the terms set forth herein, and as to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all powers, rights, and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance and/or arbitration procedure hereunder.

ARTICLE III
GRIEVANCE PROCEDURE

A. GENERAL

1. The term "grievance" shall mean a complaint that there has been a violation or misinterpretation of any of the provisions of this Contract as applied to an employee or a group of employees.
2. Failure to institute a grievance within the time limits set forth in this Article shall be conclusively deemed a waiver of all rights under this Article.

B. PROCEDURE

1. *Level One – Principal:*

An employee with a grievance shall present it in writing to the principal within ten (10) school days of the event on which the grievance is based. Within ten (10) school days of receipt of the grievance, the Principal will meet with the employee and with representatives of the Association in an effort to settle the grievance. When a group of employees allege a grievance, a class action may be brought at the Principal's level.

2. *Level Two - Superintendent of Schools:*

When and where appropriate, the matter may be brought to the attention of the Superintendent of Schools within five (5) school days of an adverse decision at Level One. Within ten (10) school days of receipt of a grievance, the superintendent will meet with the employee, the principal or immediate supervisor, and a representative of the Association in an effort to settle the grievance.

3. *Level Three - School Committee:*

Should the matter remain unresolved at Level Two, the written grievance may be brought to the attention of the appropriate School Committee within five (5) school days of an adverse decision by the Superintendent of Schools. The School Committee will, within thirty (30) school days of receipt of the written statement of grievance, meet with the employee, principal, superintendent, and a representative of the Association in an effort to settle the grievance.

4. *Level Four – Arbitration:*

If the grievance has not been resolved by the School Committee to the satisfaction of the Association, the Association may advance the grievance to arbitration by giving written notice to the School Committee and by filing, within fifteen (15) school days after receipt of the School Committee decision, a demand for arbitration to the American Arbitration Association, for disposition in accordance with their rules. The request shall contain a statement of the grievance which shall be substantively similar to the written statement of the grievance filed with the Committee. The Arbitrator's decision will be final and binding and in writing and will set forth their findings of fact, reasoning, and conclusion on the issues as submitted by the parties. The arbitrator is without authority to render a decision which requires the commission of an act prohibited by law or violation of the terms of this Agreement.

All costs for the services of the arbitrator shall be borne equally by the parties.

The arbitrator shall be without power or authority to render a decision which would alter, add to, detract from or modify the terms of this Agreement or which involves any matter which by law or under the terms of this Agreement is within the exclusive authority or direction of the School Committee.

No arbitrator shall have the power or authority to make any award retroactive beyond thirty (30) calendar days prior to the date of the initial filing of the grievance.

ARTICLE IV
RIGHTS AND RESPONSIBILITIES

A. NON-DISCRIMINATION

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

B. PROTECTION/ASSAULT OR HARASSMENT

Employees shall report all cases of assault or harassment upon employees acting in the line of duty to their immediate supervisor and/or principal. The immediate supervisor and/or principal 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 persons allegedly involved in an assault or harassment upon the employee.)

ARTICLE V
WORK YEAR

A. FULL-TIME

There are three (3) categories of full-time Administrative Support Personnel (ASP):

- i. 1827 hours – Administrative Support Personnel (ASP) in this category will work thirty-five (35) hours per week for fifty-two (52) weeks.
- ii. 1715 hours - Administrative Support Personnel (ASP) in this category will work thirty-five (35) hours per week for forty-five (45) weeks and twenty (20) hours per week for the seven (7) summer weeks.
- iii. 1645 hours - Salaries of Administrative Support Personnel (ASP) in this category are based on the following and are to be implemented at the discretion of the school principal: thirty-five (35) hours per week for forty-three (43) weeks and twenty (20) hours per week for seven (7) weeks.

The two weeks without pay will occur during school vacations within the school year so long as there is at least one full-time Administrative Support Personnel (ASP) assigned to the building. Otherwise, the two weeks without pay must occur during a time approved by the Principal.

All full-time Administrative Support Personnel (ASP) are entitled to vacations, holidays, and other benefits. However, 1645-hour Administrative Support Personnel (ASP) are only entitled to thirteen (13) holidays per year. Further, vacation days and holidays, etc. which occur during a four-hour work day are considered full days taken even though the pay is for four (4) hours.

B. SCHOOL YEAR

School Year Administrative Support Personnel (ASP) are those who work two hundred (200) days at seven (7) hours per day (1400 hours per year).

C. LESS THAN SCHOOL YEAR

Administrative Support Personnel (ASP) who work less than fourteen hundred (1400) hours and more than nine hundred sixty (960) hours per year are in this category.

Those Administrative Support Personnel (ASP) classified as "School Year" are not entitled to paid holidays, but may be entitled to other benefits on a pro rata basis. Those Administrative Support Personnel (ASP) classified as "Less Than School Year" are not entitled to paid holidays, vacations, or personal leave, but may be entitled to other benefits on a pro rata basis.

D. SUMMER SCHEDULING

Administrative Support Personnel (ASP) in each building or department will be given three (3) options of summer work hours (totaling 20 hours per week) on a weekly basis as follows:

- Option 1 Four 5 hour days
- Option 2 Five 4 hour days
- Option 3 Two 7 hour days and one 6 hour day = 3 work days

This decision must be made in advance and be approved by the building principal. As long as proper coverage is attained and there is no conflict with other provisions of the Master Agreement, unit members will not be denied their choice of hours. During the 20 hour work weeks, a day used and a day earned are a day regardless of the length of time actually worked (i.e. whether the work day is 4, 5, 6, or 7 hours).

When a holiday falls on a regularly scheduled day off, it will be used in place of a scheduled work day that same week.

Should the unit members be unable to develop a reasonable schedule, decisions will be made based on seniority.

E. Length of service shall be defined as years of continuous service within any of the bargaining units of the Martha's Vineyard Public Schools.

F. Job Descriptions

Each Administrative Support Personnel (ASP) in their respective district serves under their Administrator to perform duties within their respective offices and which best fit the needs of the position in which they have been appointed in said school district.

It shall be further recognized that the work assigned to an Administrative Support Personnel (ASP) shall not be such that it goes outside of the Administrative Support Personnel (ASP) contract or crosses over to any job duties or responsibilities as described in other Collective Bargaining Agreements for units represented by the Martha's Vineyard Educators Association (i.e. Food Service Workers, Custodians, Educational Support Personnel, or Teachers).

Administrative Support Personnel will not be asked to take on administrative duties which were formerly the responsibility of a non-union or sub-contracted person.

ARTICLE VI
INITIAL STEP PLACEMENT

A. Employees will be initially placed on a step which is consistent with the employee's skill, training, and experience. Said determination will be made by the Superintendent of Schools.

B. When an employee is initially placed at Step 1, that employee will move to Step 2 upon completion of the employee's probation period. However, if an employee's initial placement is a step higher than Step 1, then that employee, upon completion of the probation period, will remain on the step of the initial placement.

ARTICLE VII
STEP ADVANCEMENT

A. Employees will be eligible to move to the next step on July 1 of each year. However, an employee who has served less than six (6) months as of July 1 will have to wait until the following July 1 to be eligible to advance to the next step.

B. Those employees eligible to advance to the next step will move to the next step so long as said employee's evaluation merits said advancement.

ARTICLE VIII
PROMOTIONS

Whenever a vacancy occurs in either a full-time or part-time position within any of the districts which the Committee intends to fill and which may be filled by a current member of the Administrative Support Personnel Unit (ASP), or when a new position is created in any of the districts, the Committee shall advertise such vacancies in the usual manner in local newspapers and on the Martha's Vineyard Public Schools' e-mail system, as well as hiring-websites, for a period of time of not less than ten (10) school days during the school year or ten (10) business days during the summer vacation period before the application deadline. The Committee shall also send a copy of the notice to the Association Co-Presidents as well as the Administrative Support Personnel Unit (ASP) Representative.

The Committee shall receive applications to fill vacancies or new positions from employees who believe themselves qualified by reason of experience, training, capacity, and general ability to execute proficiency in all the demands of the position. Applications must be in writing and must set forth the basis on which the applicant solicits consideration.

In considering candidates for an Administrative Support Personnel position, the Committee shall consider the professional background, knowledge, ability, skill, and efficiency of the applicants, and other relevant factors. If the Committee reasonably determines that all those factors are equal, it shall give preference to applicants already employed within the Administrative Support Personnel Unit (ASP). Should an individual outside the Administrative Support Personnel Unit (ASP) be hired to fill any vacancies or new positions created in any of the districts, they shall become a member of the Administrative Support Personnel (ASP) Unit.

ARTICLE IX
PROBATIONARY PERIOD

A. Each employee hired to fill a bargaining unit position shall serve a one hundred and twenty (120) day probationary period. During such probationary period, the probationary employee may be discharged without such action being subject to grievance or arbitration. During the probationary period, an employee shall accrue and may use sick leave on a pro-rata basis.

B. Holidays will be available to said full-time employee during their probationary period. However, during said probationary period, a full-time employee will accrue but may not use personal leave and vacation leave.

C. Management reserves the right to assign responsibilities and duties to employees which are commensurate with the capabilities of each employee and which best serve the overall welfare of the school; however, normally, probationary employees

shall not be placed in a supervisory role over more senior employees. Employees shall be informed of assignment changes by June 1st, in writing. Assignments will not be changed during the school year unless a legitimate business reason exists.

Work assignments and hours will be determined by the administration of each school. Such assignments and hours shall be consistent with the parties' collective bargaining agreement and standard school operating hours.

D. If the Committee chooses to fill a bargaining unit position it will do so in a timely manner.

ARTICLE X **JUST CAUSE**

No non-probationary employee will be discharged, suspended, or reduced in rank or compensation without just cause.

The Association recognizes the authority and responsibility of the Committee and the administration to discipline and reprimand an employee for delinquency in professional performance. An employee may request to schedule a conference, accompanied by an Association representative, to refute the disciplinary or reprimand action taken by the administration above the level of the immediate supervisor.

ARTICLE XI **SENIORITY**

Seniority is defined as the length of consecutive service from the first day of work as a regularly appointed employee in the district and within the work group 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 will not count toward seniority.

A. PART-TIME PERSONNEL

In the case of employees who are working less than one hundred (100%) percent for their respective Committee, their length of service status for the part-time period will be determined by multiplying the percentage 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.

B. EQUAL SENIORITY

In the event of equal seniority, the Committee will review the evaluations in breaking a tie.

C. SENIORITY LISTS

A separate seniority list for each school system shall be supplied by the Committee(s) annually not later than December 15 each year. If the Association does not challenge the list within thirty (30) days, the list shall stand as written. If there is a challenge, the Committee and the Association shall meet forthwith in an effort to resolve the challenge.

ARTICLE XII
WORK LOCATION TRANSFERS

The Committee retains the right to assign, distribute, and change work projects to employees. Whenever possible, such changes shall be mutually agreed upon by the Committee and the employee. No employee will be involuntarily transferred from one town to another or from any job location to the Central Office.

ARTICLE XIII
TRANSFERS

The Committee retains the right to assign and/or reassign employees within its district at its discretion. An employee desiring to transfer within their district shall submit a written request for transfer to the Superintendent and renew the request in writing annually. If the transfer is one that normally would take effect at the beginning of a school year, the employee shall file the request for transfer before May 30th of the preceding school year. When the Committee grants an employee's request for transfer, it shall notify the employee within thirty (30) calendar days of the granting of the transfer.

ARTICLE XIV
OVERTIME AND CALL BACK

Employees shall be paid their regular hourly rate for hours worked between thirty-five (35) and forty (40) hours in any week; and at time and one-half (1 1/2) their regular straight hourly pay for all hours required by their supervisor over forty (40) hours in any week. There will be no pyramiding or duplication of overtime or any premium pay. Stipends and differentials are not considered for purposes of overtime. Prior approval for overtime must be obtained from the supervisor. Paid holidays will be computed towards the forty (40) hours for overtime purposes.

ARTICLE XV
PAID LEAVES OF ABSENCE

A. JURY DUTY

If an employee is called for jury duty or required to serve on a jury, the Committee shall grant the employee a leave of absence with pay on the day(s) on which the employee serves as a juror, on the condition that the employee turn over to the District any compensation they receive from the court for that service (exclusive of any travel allowance). If the employee is notified they are not needed for jury duty or is released from jury service on Island prior to 11:00 a.m., they shall report for work to be compensated for that day.

B. RESERVE DUTY

The Committee shall grant to each employee who is a member of a reserve component of the armed forces of the United States a leave of absence during the time of the employee's annual tour of duty, not to exceed seventeen (17) days. Pay for such leave shall be at the Superintendent's discretion. The Superintendent may, at their option, request the commanding officer of any employee who applies for leave of absence for reserve duty to defer the employee's reserve duty until the completion of the school year.

C. BEREAVEMENT LEAVE

Each ASP shall be allowed up to five (5) days of leave with pay during each school year each time there is a death in their immediate family, siblings, in-laws, grandparents, or grandchildren. "Immediate family", as used in this section, includes parents, spouse, children, and spousal equivalents.

ARTICLE XVI
PERSONAL LEAVE

Each full-time employee working a full year shall be allowed up to six (6) days of personal leave with full pay during each school year for the purpose of transacting or attending to personal, legal, business, religious, household, or family matters which require absence during regular school hours. However, School Year Administrative Support Personnel (ASP) are allowed up to five (5) days of personal leave per year. It is the intention of the parties that leave under this article shall be available only for reasons of hardship or other pressing need and not merely for personal convenience.

Except in the case of emergencies or other unusual circumstances, the employee taking leave shall give their appropriate supervisor written notice including the reason of their intention to take such leave at least three (3) school days in advance of the day they propose to be absent.

Personal days shall not be used to extend legal holidays or vacations. However, upon notification to and approval of the building principal, an ASP may use personal days for valid reasons as set forth above on the day before or after a holiday or vacation without pay.

The days used for personal days shall be deducted from sick leave.

If a member uses all six (6) of their personal days for religious purposes, they may request additional personal time from the Superintendent for the purposes detailed in this section.

ARTICLE XVII **SICK LEAVE**

1827 HOURS, 1715 HOURS, 1645 HOURS, AND 1400 HOURS: Administrative Support Personnel (ASP) in these categories shall be allowed eighteen (18) days of sick leave in each year for absences resulting from illness or accident to the employee. Unused sick leave may accumulate up to two hundred (200) days.

LESS THAN SCHOOL YEAR ADMINISTRATIVE SUPPORT PERSONNEL (ASP): Administrative Support Personnel (ASP) who are scheduled to work less than 1400 hours and more than 960 hours per year will be entitled to sick leave on a pro-rata basis.

An employee, in the event of the serious illness of a member of their immediate family, may take sick leave up to the maximum allowance per job classification during any school year. For the purposes of this Agreement, the phrase "immediate family" is construed to mean parent, spouse or spousal equivalent, children, and those others for whom a recognized legal responsibility exists.

SICK LEAVE BUY-BACK

An employee who retires through the County Retirement System after fifteen (15) years of continuous service in the local system shall be paid for accumulated sick leave at the rate of thirty (\$30.00) dollars per day for a maximum of two hundred (200) days. Upon the death of an employee, their estate will receive payment for accumulated sick leave at the above rate.

If an Administrative Support Personnel (ASP) gives notice prior to October 1st in the school year they intend to retire, sick day buy-back will be paid on the first payroll after July 1st of the following fiscal year or before (if funds are available). If notice is *not* given before October 1st in the school year of retirement, the district will pay out the sick day buy-back on the first payroll after July 1st of the second fiscal year after they retire or before (if funds are available).

ARTICLE XVIII
UNPAID LEAVES OF ABSENCE

A. MILITARY LEAVE

Military leave will be granted to any employee who is inducted in any branch of the armed forces of the United States. The period of such leave shall be the period of continuous service required by such induction but shall not continue into any period of additional voluntary service. Upon return from such leave, such employee will be placed on the salary schedule at the level they would have achieved if they had not been absent.

B. MATERNITY LEAVE

The Committee shall comply with the applicable Federal and State statutes with respect to maternity leave.

C. CHILDREARING LEAVE

A leave of absence without pay or increment of up to two (2) years for the purpose of childrearing will be granted to an employee who either gives birth to or adopts a child. Upon return from a childrearing leave of absence, an employee shall return to the step in the salary schedule which they held prior to the commencement of such leave, unless the employee began their leave subsequent to the February vacation, in which case they shall proceed to the next step (provided they do not return during the same school year), and they shall be restored as soon as a position for which they are qualified becomes available, but in no event must an employee be returned in the midst of a school year. Leaves of absence for childrearing shall be granted on the same terms to all employees.

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

E. Any employee whose absence because of a continuing illness or effects of accident extends beyond the period of sick leave available to them may be granted additional leave of absence without pay at the discretion of the school district.

F. Any employee desiring a leave of absence heretofore described, or a leave of absence for any other reason not specified above, shall apply in writing to the Superintendent, indicating the period of proposed absence and the reason therefore. All applications for leaves or extensions shall be acted upon in writing.

G. All benefits to which an employee was entitled at the time their leave of absence commenced will be restored to them 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.

ARTICLE XIX
HOLIDAYS

Full-time employees (who are classified as 1827-hour or 1715-hour Administrative Support Personnel (ASP)) are entitled to the following fourteen (14) holidays:

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENTS' DAY
PATRIOTS' DAY
MEMORIAL DAY
INDEPENDENCE DAY
JUNETEENTH
LABOR DAY
COLUMBUS DAY
VETERANS' DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
DAY BEFORE CHRISTMAS OR ½ DAY BEFORE CHRISTMAS AND ½ DAY BEFORE NEW YEAR'S
CHRISTMAS DAY

Full-time employees who are classified as 1645-hour Administrative Support Personnel (ASP) are entitled to only thirteen (13) holidays per year.

Full-time employees who are classified as 1400-hour Administrative Support Personnel (ASP) are not entitled to holidays.

Part-time employees are not entitled to holidays.

Employees are entitled to take allowed holidays off with commensurate pay for the daily hours scheduled during that work period.

If an employee is required to work for one of these holidays, they are entitled to receive straight time. In addition they must work the day before and the day after the holiday to be eligible for Holiday pay.

When the day before Thanksgiving is listed on the approved calendar as a non-school day for students and teachers, Administrative Support Personnel (ASP) will not be required to work.

The option of choosing either the day before Christmas as a holiday, or the one-half day before Christmas and the one-half day before New Year's is the option of the employee subject to the approval of the Principal or designee. Approval will not be unreasonably

withheld. This holiday benefit is available only if it does not cost the employer any additional money to implement.

ARTICLE XX
VACATIONS

A. All ASPs shall receive the following vacation benefits:

Full-time ASPs' LENGTH OF SERVICE

After completing one (1) year	two (2) weeks
After completing two (2) years	twelve (12) days
After completing five (5) years	three (3) weeks
After completing ten (10) years	four (4) weeks
After completing twenty (20) years	five (5) weeks

1400 hr. ASPs' LENGTH OF SERVICE

After completing one (1) year	one (1) day
After completing two (2) years	two (2) days
After completing five (5) years	three (3) days
After completing ten (10) years	four (4) days
After completing twenty (20) years	five (5) days

B. Vacation accrual will be computed on a pro-rata basis from the date of hire to the next July 1. Also, when an employee leaves employment, it will be computed on a pro-rata basis from July 1 to the date of severance.

C. No two (2) Administrative Support Personnel (ASP) within a District will be allowed to take the same week's vacation unless approved in advance.

D. Seniority will be used in developing a schedule.

E. In each building, vacation schedules will require advance administrative approval.

F. Vacations cannot be taken in blocks longer than two (2) weeks unless receiving prior approval from the Superintendent.

ARTICLE XXI
EVALUATION

- A. Each employee's work performance shall be evaluated once per year. Said evaluation shall take place prior to April 1st of each work year.
- B. All evaluation monitoring or observation of an employee's job performance shall be conducted openly.
- C. Each employee shall be given a copy of any formal evaluation and will have the right to discuss such evaluation with their evaluator. Formal evaluations shall include suggestions for improvement. The employee is required to sign the report, but their signature in no way indicates agreement with the contents which will be placed in the employee's personnel file. The employee may write a rebuttal statement to the evaluation.
- D. 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 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.
- E. When and if guidelines for evaluation are developed, they shall be made available to employees at the beginning of each year.

ARTICLE XXII
ASSOCIATION DUES AND DEDUCTIONS

Any employee may sign and deliver to the Committees an authorization (on a form to be approved by the Committee) for the payroll deductions of Association membership dues. That authorization is required only during the first year of employment and continues in force until sixty (60) days following the date on which the Town Treasurer receives written notice of withdrawal of authorization from the employee. Upon receipt of a notice of withdrawal of authorization, the Town Treasurer shall furnish a copy of the notice to the Association.

The Association Treasurer shall certify to the Town Treasurers no later than September 15 of each year, the specific amount of Association dues and fees for the current year.

The Town Treasurers shall deduct from the salary of each employee authorizing the deduction the amount of the dues and transmit the sum so deducted to the Association within fourteen (14) days of the deduction, provided the Town Treasurer is satisfied that the Association Treasurer has given a bond to the Association, in a form approved by the Massachusetts Commissioner of Revenue, for the faithful performance of their

duties, in a sum and with such surety or sureties as are satisfactory to the Town Treasurer.

The School Committee shall comply in accordance with M.G.L. Ch.66 10B and Ch. 150E 5A law and any dispute concerning the above shall be resolved under statutory procedures.

OTHER DEDUCTIONS:

Payroll deductions will also be available to employees on a mutually agreed upon basis for one credit union designated by the Association, for premiums for annuities (subject to G. L. C. 71, 37B), and for payment of insurance premiums.

The Association shall indemnify and save the Committee and/or Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken pursuant to this Article.

ARTICLE XXIII
REDUCTION IN FORCE

A. Each of the five (5) School Committees (Edgartown, Oak Bluffs, Tisbury, Martha's Vineyard Regional High School District and Up-Island Regional School District), as separate political bodies, retains the exclusive rights to make the decision to lay off and determine the number of employee positions which are needed in the school(s) under its jurisdiction and also retains the exclusive right to determine the number and type of employees to be laid off.

B. In determining the order in which employees are to be laid off within their classification, the Committee shall consider seniority, significant overall competence, and the reasonable needs of the school district.

C. When a position is reduced resulting in less than a full-time position, the reduction shall be considered a layoff under the terms of this Article. Personnel who have less than full-time assignments will be subjected to salary reductions and reduction of all other benefits.

D. The Committee shall notify employees laid off under this section in writing of their layoff. To the fullest extent possible, a layoff will take effect at the end of the fiscal year (June 30). If possible, thirty (30) days' notice of layoff will be given.

E. The Committee shall consider employees laid off under this section for recall within their respective classifications for a period of two (2) years from the effective date of their layoff in the inverse order in which they were laid off, if they notify the Superintendent in writing that they will be available for recall.

F. If the Committee decides to recall an employee laid off under this section, it shall mail a notice offering re-employment to the employee at the most recent address on file submitted to the administration by the employee. If the employee does not accept the offer of re-employment within two (2) weeks after notification by the Committee, the Committee need not re-employ the employee.

ARTICLE XXIV
TUITION REIMBURSEMENT

The Committee shall reimburse employees for tuition for courses taken by them to improve their ability to perform the duties of their positions at school, subject to the following conditions:

A. The maximum reimbursement by the Committee for any employee is one hundred and fifty dollars (\$150.00) each school year.

B. Courses taken to meet state certification or approval requirements for the position in which the employee is employed do not qualify for tuition reimbursement.

C. To qualify for tuition reimbursement, courses must be conducted by accredited colleges or universities or by accredited professional training schools approved by the Committee.

D. To qualify for tuition reimbursement, courses outside must be approved in writing in advance by the Superintendent.

E. The Committee shall make reimbursement after the employee submits evidence of satisfactory completion of each course. To be eligible for reimbursement, the employee must still be employed by the Committee when they submit evidence of course completion.

F. Course reimbursements are not available to employees who are on leave of absence without pay.

ARTICLE XXV
SUB-CONTRACTING

Work presently performed by bargaining unit members will not be sub-contracted out when it will cause the actual termination of any bargaining unit employee.

The Committee reserves the right to engage outside agencies to manage operations within the school system but will ensure that said outside agencies will honor the collective bargaining agreement.

ARTICLE XXVI
GENERAL

A. MILEAGE

Employees requested by management to use their vehicle to effectuate their work responsibility shall be reimbursed at applicable IRS rate. Said employee must fill out a mileage form provided by the Superintendent's office in order to be reimbursed.

B. SMOKING POLICY

Smoking shall not be permitted in school buildings or school grounds.

C. OFF-CAMPUS DUTIES

The Committee shall pay each employee their daily pay if it requires them to attend conferences, institutes, or other off-campus functions.

D. REPRODUCTION OF AGREEMENT

The Committee and the Association shall share equally the cost of producing copies of this Agreement. The Association shall distribute copies of this Agreement to each employee presently employed (within thirty [30] days after the signing of this agreement or by its effective date, whichever is later) and to each new employee hired during the term of this Agreement.

E. TRANSPORTING STUDENTS

Employees are not required to transport students in employees' vehicles.

F. STAFF DEVELOPMENT

All Administrative Support Personnel (ASP) are encouraged to participate in a minimum of (two) 2 days per school year of staff development at the District's expense.

The District will strive to provide a minimum of three professional opportunities for Administrative Support Personnel (ASP) during the school year during All-Island Staff professional Days.

Administrative Support Personnel (ASP) will be paid up to a maximum of seven hours at the per diem rate, per school year, for any staff development that has been sanctioned by their school Principal that occurs outside the school day and/or work week.

ARTICLE XXVII

LONGEVITY

All Administrative Support Personnel (ASP) will be provided longevity payments as follows:

After completing ten (10) years	-	\$ 1,850.00
After completing fifteen (15) years	-	\$ 2,350.00
After completing twenty (20) years	-	\$ 2,850.00
After completing twenty (25) years	-	\$ 3,350.00
After completing thirty (30) years	-	\$ 3,850.00

ARTICLE XXVIII

WORKERS' COMPENSATION

The Committee shall pay an employee who receives injuries arising out of, and in the course of, their employment the compensation provided by M.G.L. Chapter 152, 69. This compensation 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.

ARTICLE XXIX

STIPEND FOR SUBSTITUTE CALLING

It is agreed that the job of substitute caller is not a bargaining unit position and that the School Committee is free to hire whomever it chooses to serve in that capacity. No member of this bargaining unit will be required to do substitute calling for more than ninety (90) school days per school year. However, when the School Committee awards this extra duty to an Administrative Support Personnel (ASP), the rate of pay will be as follows:

HIGH SCHOOL	\$ 3,700.00 STIPEND PER YEAR
ELEMENTARY	\$ 2,700.00 STIPEND PER YEAR
SHARED SERVICES	\$ 2,200.00 STIPEND PER YEAR

All new stipends must be approved by the Superintendent.

Payments shall be made by way of two equal installments per year.

The time spent in substitute calling is not considered regular work time and is not computed for overtime purposes.

ARTICLE XXX
NO STRIKE CLAUSE

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

ARTICLE XXXI
SCOPE OF AGREEMENT

A. 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.

B. 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 and agree that the other shall not be obligated 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.

ARTICLE XXXII
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.

ARTICLE XXXIII
DURATION

This contract shall become effective the First Day of July 2022 and shall continue in effect, with regard to language only, to and including the Thirtieth Day of June 2025 and shall continue in effect from year to year unless by December 15 in any succeeding year, either party notifies the other in writing of its desire to terminate the Contract.

The Wage Scales included herein shall be in effect for the period of July 1, 2022, to and including June 30, 2025, or as extended in successive years by mutual agreement of the parties hereto.

ARTICLE XXXIV
SAFETY AGREEMENT

The School Principal will always leave someone with decision-making authority, other than an Administrative Support Personnel (ASP), in charge of the building when the Principal is away even for a short period. The Principal is responsible for the safety of the school facility and will take appropriate steps (communication devices, door locks, etc.) to ensure that this happens.

ARTICLE XXXV
TRANSFER BETWEEN ISLAND DISTRICTS

An employee who transfers from one Island School District to another Island School District without break in service will be allowed to carry over to the new school district their accumulated sick-leave and accrued vacation time. Should any current member of another bargaining unit transfer to this bargaining unit without a break in service, their accumulated sick leave and length of service will be transferred.

ARTICLE XXXVI
INSURANCE

- A. Seventy-five (75) percent of the cost of a Regional High School – and Up Island Regional School health insurance plan will be paid by the Employer. The percentage of premiums in the elementary systems will be consistent with the vote of the respective Towns.
- B. The Towns will share the cost of term life insurance.
- C. Insurance annuities shall, upon the request of the employee involved, be deducted from their salary over a period of time.

- D. The employer shall have the option to offer health insurance plans in addition to those specified herein so long as doing so is consistent with the requirements and limitations of Mass. G.L. c. 32B.
- E. Administrative Support Personnel employed in the regional districts shall be included in the Section 125 (Cafeteria) Plans established for teachers.

ARTICLE XXXVII
DENTAL INSURANCE

Effective July 1, 1999, Fifty (50%) percent of the cost of a Regional High School and Up-Island Regional School dental insurance plan will be paid by the Employer-whether it is an individual or a family plan.

In the elementary systems, fifty (50%) percent of the premium cost will be paid by the Employer for those employees who voluntarily enroll in a Town dental plan if available. Proof of enrollment must be provided to the Employer.

ARTICLE XXXVIII
STUDY COMMITTEE

SCHOOL BASED LABOR MANAGEMENT SAFETY COMMITTEES

It is agreed by the Parties that labor management safety committees shall be formed at each school, as well as the Superintendent's Office, for the purposes of providing a formalized working group to explore safety concerns at each particular school and the Superintendent's Office. The safety committees shall be comprised of an equal number or representatives from each participating unit, Association, and the School Committee, including members from the teaching staff, ASPs, custodians, and administration. Such safety committees shall also include, when necessary, resource persons such as guidance personnel; police and fire personnel; etc. to provide information for use by the safety committees. The frequency with which each safety committee will meet shall be at a minimum of twice per school year with additional meetings at the discretion of each safety committee. The safety committees will be without authority to make any changes to the terms of the collective bargaining agreement. To the extent that the safety committees have any recommendation for changes to the collective bargaining agreement, such recommendation would be subject to ratification by both the Association and the School Committees.

SICK BANK STUDY COMMITTEE

The Parties have agreed to the formation of a Sick Bank Study Committee comprised of an equal number of representatives of the Association and the School Committee. The

APPENDIX A

In year one of this agreement, all Administrative Support Personnel will receive a one-time payment of \$1,000

Administrative Support Personnel (ASP) Salary Schedule 2022/2023 (+2.00%)

Step	1	2	3	4	5	6	7	8
	28.29	29.71	31.18	32.75	34.39	36.79	38.64	40.61
1827	\$51,68	\$54,28	\$56,96	\$59,83	\$62,83	\$67,21	\$70,59	\$74,19
1715	\$48,51	\$50,95	\$53,47	\$56,16	\$58,97	63,095	\$66,26	\$69,64
1645	\$46,53	\$48,87	\$51,29	\$53,87	\$56,57	\$60,52	\$63,56	\$66,80
1400	\$39,60	\$41,59	\$43,65	\$45,85	\$48,14	\$51,50	\$54,09	\$56,85

Administrative Support Personnel (ASP) Salary Schedule 2023/2024 (+2.75%)

Step	1	2	3	4	5	6	7	8	9
	29.07	30.53	32.04	33.65	35.34	37.80	39.70	41.73	43.82
1827	\$53,11	\$55,77	\$58,53	\$61,47	\$64,56	\$69,06	\$72,53	\$76,24	\$80,05
1715	\$49,85	\$52,35	\$54,94	\$57,71	\$60,60	\$64,82	\$68,08	\$71,56	\$75,15
1645	\$47,82	\$50,22	\$52,70	\$55,35	\$58,13	\$62,18	\$65,30	\$68,64	\$72,08
1400	\$40,69	\$42,74	\$44,85	\$47,11	\$49,47	\$52,92	\$55,58	\$58,42	\$61,34

Administrative Support Personnel (ASP) Salary Schedule 2024/2025 (+2.75%)

Step	1	2	3	4	5	6	7	8	9
	29.87	31.37	32.92	34.58	36.31	38.84	40.79	42.88	45.03
1827	\$54,57	\$57,31	\$60,14	\$63,17	\$66,33	\$70,96	\$74,52	\$78,34	\$82,27
1715	\$51,22	\$53,80	\$56,45	\$59,30	\$62,27	\$66,61	\$69,95	\$73,53	\$77,22
1645	\$49,13	\$51,60	\$54,15	\$56,88	\$59,73	\$63,89	\$67,10	\$70,53	\$74,07
1400	\$41,81	\$43,91	\$46,08	\$48,41	\$50,83	\$54,37	\$57,10	\$60,03	\$63,04