

MARTHA'S VINEYARD

ALL COMBINED CONTRACTS



AGREEMENT AMONG

Martha's Vineyard Educators Association



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

SEPTEMBER 1, 2025– AUGUST 31, 2028

MARTHA'S
VINEYARD
ALL COMBINED CONTRACTS

TEACHERS

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I.	RECOGNITION	T-4
II.	MANAGEMENT RIGHTS	T-4
III.	GRIEVANCE PROCEDURE	T-4
IV.	PROTECTION	T-7
V.	HIRING PROCEDURE	T-7
VI.	VACANCIES AND PROMOTIONS	T-7
VII.	RESIGNATION	T-8
VIII.	EXIT INTERVIEW	T-8
IX.	ASSIGNMENTS	T-8
X.	EVALUATION	T-9
XI.	SCHOOL YEAR	T-10
XII.	LEAVE	T-11
	• SICK LEAVE	T-11
	• TEMPORARY LEAVE OF ABSENCE	T-12
	• PERSONAL LEAVE	T-12
	• MILITARY LEAVE	T-13
	• CHILD REARING LEAVE	T-13
	• PUBLIC OFFICE LEAVE	T-14
	• CAREER ALTERNATIVE LEAVE	T-14
	• SABBATICAL LEAVE	T-14
	• JURY/COURT LEAVE	T-15
	• FAMILY LEAVE	T-15
	• PARENTAL LEAVE	T-16
XIII.	SICK LEAVE BANK	T-16
XIV.	SUBSTITUTES	T-17
XV.	PROFESSIONAL DEVELOPMENT	T-17
XVI.	ADVISORY BOARD	T-19
XVII.	CLASS SIZE	T-19
XVIII.	PREPARATION TIME	T-20
XIX.	STUDENT DISCIPLINE	T-20
XX.	LUNCH PERIOD	T-20
XXI.	INSURANCE	T-21
XXII.	TEACHERS' ROOMS AND SCHOOL FACILITIES	T-21
XXIII.	SCHOOL CALENDAR	T-22
XXIV.	MISCELLANEOUS	T-22
XXV.	PAYROLL DEDUCTIONS	T-23
XXVI.	ASSOCIATION DUES	T-23
XXVII.	RETIREMENT	T-24
XXVIII.	SALARY SCHEDULE	T-24

		• LONGEVITY	T-25
		• LANES	T-25
XXIX.		WORK STOPPAGE	T-26
XXX.		REDUCTION IN FORCE	T-26
		• SENIORITY	T-29
		• BUMPING	T-29
XXXI.		NEW POSITIONS	T-31
XXXII.		EXTRACURRICULAR ACTIVITIES AND DUTIES	T-31
XXXIII.		EXTRACURRICULAR ACTIVITIES	T-31
XXXIV.		NEGOTIATION PROCEDURE	T-31
XXXV.		GENERAL	T-31
XXXVI.		DURATION	T-32
XXXVII		SUBSTANCE ABUSE/EAP	T-32
XXXVIII		PART-TIME EMPLOYEES	T-33
APPENDIX	A	EXTRACURRICULAR ACTIVITIES	T-34
		STIPEND CATEGORIES	T-36
		POSITIONS AND STIPEND SCALE	T-37
APPENDIX	A-1	ATHLETIC COACHES AT HIGH SCHOOL	T-38
		SALARY SCHEDULE FOR APPENDIX A-1	T-39
APPENDIX	B	VOCATIONAL SALARY SCHEDULE	T-40
APPENDIX	C	TEACHERS' SALARY SCHEDULE	T-41

ARTICLE I: RECOGNITION

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this _____, by the School Committees of Martha's Vineyard, the Up-Island Regional School District of Martha's Vineyard, the Martha's Vineyard Regional High School District, and the Martha's Vineyard Educators Association. The Union Committee, the Regional High School District Committee, the Up-Island Regional School District of Martha's Vineyard, and the School Committees of the various towns (hereinafter referred to as "the Committee") recognize the Association for purposes of collective bargaining as the exclusive representative of a unit consisting of all professional teaching employees, counselors, and nurses but excluding the Superintendent, principals, assistant principals, assistants to principals, and non-teaching personnel. Unless otherwise indicated, the employees in the above units will hereinafter be referred to as the teachers. The Committee agrees not to negotiate with any teachers' organization other than that designated by the teachers as the exclusive agent pursuant to Chapter 763.

ARTICLE II: MANAGEMENT RIGHTS

In recognition of the fact that the Committee has exclusive responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school system to the full extent authorized by law, the Committee and the Association agree that the Committee shall retain and reserve all its statutory rights, authority, and obligations in the administration of the school department and the direction of its employees. All the functions, rights, and powers and authority which the Committee now has as provided by the Massachusetts Constitution, the General Laws of Massachusetts, Decisions of the Supreme Judicial Court of Massachusetts, the Laws of the United States, or any statute or ordinance, or may be granted or have conferred upon it, including all the customary and usual rights, powers, functions, and authority of an employer, which it has not specifically delegated or modified by express language in a specific provision of this Agreement are recognized by the Association to be retained exclusively by the Committee and the Committee may exercise the same at its discretion without such exercise being made the subject of arbitration.

ARTICLE III: GRIEVANCE PROCEDURE

Definition

A grievance shall mean a complaint that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Contract as applied to a teacher or group of teachers. An "aggrieved person" is the person or persons making the claim. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Purpose

- The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
- Nothing herein contained will be construed as limiting the right of any teachers having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

Adjustment of Grievances

Grievances to be handled by the Association shall be presented and adjusted in the following manner (The time limits specified may, however, be extended by mutual agreement):

Informal Procedure

A teacher with a grievance will first discuss it with their principal or immediate superior, either directly or through the Association's school representative, with the objective of resolving the matter informally.

Formal Procedure

Level One - If the aggrieved person prefers, they may file the grievance in writing with the chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee") within five (5) school days after the decision at Informal Procedure or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after the grievance has been received in writing, the Chairman of the PR & R Committee will refer it to the principal or immediate supervisor.

If a teacher does not file a grievance in writing with the Chairman of the PR & R Committee and the written grievance is not forwarded to the Superintendent within twenty-five (25) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then grievance will be considered waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Three.

Within ten (10) school days after presentation to the principal: the principal, the teacher, and representatives, not to exceed two of the Association shall meet in an effort to settle the grievance.

Level Two - If the grievance shall not have been disposed of at Level One to the teacher's satisfaction, and the teacher and the Association shall have determined to proceed further, the teacher and representatives, not to exceed two, of the Association shall present a written statement of the grievance to the Superintendent, who, with the principal or immediate superior, shall meet with the teacher and representatives of the Association within ten (10) school days thereafter in an effort to settle the grievance.

Level Three - If the grievance shall not have been disposed of under Level Two to the teacher's satisfaction, and the employee and the Association shall have determined to proceed further, a written statement of the grievance shall be presented, not later than ten (10) school days after the disposition under Level Two, by the Association to the School Committee, who shall meet with the teacher, principal, Superintendent, and representatives of the Association within thirty (30) school days thereafter in an effort to settle their grievance.

Grievances which involve hiring, transfer, promotion, and/or discipline, if pursued beyond level two will by-pass level three and go directly to four.

Level Four - If the aggrieved person is not satisfied with the disposition of this grievance at Level Three, or if no decision has been rendered within ten (10) school days after they first met with the Committee, whichever is sooner, they may request in writing that the Chairman of the PR & R Committee determine if the grievance is to go to arbitration. If the PR & R Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the school system, it may submit the grievance to binding arbitration within fifteen (15) days after the decision at Level Three. However, during the summer it will be fifteen (15) calendar days except for Saturdays, Sundays, and Holidays.

Within ten (10) school days after such a written notice of submission to arbitration, the Committee and the PR & R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected will confer with representatives of the School Committee and hold hearings promptly and will issue their decision. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusions on issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.

The costs for the services of the arbitrator including expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.

ARTICLE IV: PROTECTION

No teacher will be discharged, disciplined or reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause, provided that the non-renewal of teachers without professional status shall not be subject to the grievance procedure under any provision of this Agreement. In such cases the accuracy of the evaluation shall not be subject to dispute. Teachers with professional status, as used in this Article, shall not apply to coaching positions, department heads, or extra-curricular activity advisors.

ARTICLE V: HIRING PROCEDURE

The initial salaries of teachers new to the system shall be set by the Superintendent in accordance with school committee policy, after appraisal of their training, experience, and other qualifications.

Only documentary evidence of years of experience, properly accredited by a regional or national accrediting association, or certification by the Board of Education of any state shall be recognized, and the Superintendent in accordance with school committee policy shall act as the final decision maker on all disputed credentials.

The initial placement of teachers on the salary schedule shall be at the sole discretion of the Superintendent, provided that teachers shall be placed on their lane based upon degree status (Bachelors, Bachelors +30, Masters, etc.). The step placement will be at the sole discretion of the Superintendent. Once the terms of hiring are established, they shall not be changed, and the teacher will advance along the salary schedule in the normal manner.

ARTICLE VI: VACANCIES AND PROMOTIONS

Whenever a vacancy occurs in a promotional position during the school year (September to June), it will be appropriately publicized by the Superintendent, listing it on the school district's e-mail system as far in advance of any appointment as practicable. In preparation for an ensuing school year and during the summer, written notice of openings will be given to the Association, listed on this electronic system as well as published in local newspapers and more widely as appropriate. In both situations, the requirements of the position, salary schedule, and duties will be clearly set forth. Promotional positions are those requiring an additional license and/or paying a salary differential. All teaching vacancies will be listed on the school district's e-mail system and advertised locally where appropriate. Broader advertising (regional or national) will be used at the discretion of the Superintendent.

All teachers will be given adequate opportunity to make application for such positions, and the Principal/Superintendent in making the appointment shall give consideration to the teacher's area of competence, major and/or minor field of study, quality of teacher performance, length of service in the Martha's Vineyard School System, and other relevant factors.

A teacher who desires a change in school, grade, or subject matter may so notify the Superintendent, and a record of such notification shall be maintained. Such person shall be given consideration when an appropriate vacancy occurs.

ARTICLE VII: RESIGNATION

Teachers with Professional Teacher Status

1. No resignation will normally be accepted without thirty (30) days' notice.
2. No resignation shall normally be accepted, which will affect the last four weeks of the school year.
3. No resignation shall normally be accepted after August 1 preceding the opening of school in September of the contract year which will affect the first four (4) weeks of the school year.

Teachers Without Professional Teacher Status

1. The Committee agrees that any teacher without professional status who will not be rehired for the following year shall be notified by June 1.
2. A teacher without professional status shall declare their intent not to accept a contract for the following school year not more than fifteen (15) days after the contract has been issued.

ARTICLE VIII: EXIT INTERVIEW

A non-renewed teacher without professional status shall have an opportunity at their option, to appear before their respective Principal/Superintendent, with representation.

ARTICLE IX: ASSIGNMENTS

In order to assure that pupils are taught by teachers working within their areas of competence, teachers, where feasible, will not be assigned outside the scope of their teaching certification or their major or minor field of study.

Teachers shall be given their tentative assignments by August 1. Such assignments will be made without regard to race, creed, color, religion, nationality, sex, or marital status as provided by law.

ARTICLE X: EVALUATION

- A. Please refer to the Martha's Vineyard adapted version of Massachusetts Department of Elementary and Secondary Education Teacher and Educator Model Contract Language according to Mass. General Law found on the Superintendent's website.
- B. All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher.
- C. The use of the public address system or any other audio system shall be strictly prohibited as an evaluation device.
- D. Teachers will be given a copy of any formal evaluation report prepared by their superiors and will have the right to discuss such a report with their superiors.
- E. Upon written request, twenty four (24) hours in advance, the Superintendent of Schools will make available the personnel and evaluation records of a teacher to said teacher, who will be permitted to make copies of said personnel and evaluation records. A teacher will be entitled to have an appropriate representative of the Association accompany them during such review. Privileged information such as references shall be deleted from the file prior to it being made public.
- F. No material derogatory to a teacher's conduct, service, character, or personality will be placed in their personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also 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.
- G. Any complaints regarding a teacher which form the basis for an adverse entry in the personnel file made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher, with names of the complainants revealed.
- H. Periodic evaluations of teachers will include suggestions for improvement.
- I. Guidelines for Administrative evaluation shall be made available to teachers at the beginning of each school year.

ARTICLE XI: SCHOOL YEAR

The normal length of the contract year will be one hundred eighty six (186) work days: one hundred eighty (180) pupil days; two (2) preparation days; and four (4) professional days, composed as follows:

- One (1) building-based full day
- One (1) Island-wide full day
- Four (4) extended half days

The four (4) extended half days will be scheduled on Wednesdays. The dates are to be agreed upon by the Advisory Board and the Superintendent prior to the end of the previous school year. Three of the extended days, including the first one of the four, will be solely Individual Educator Determined time. One of the extended half days will be solely District Determined time.

One of the full-day professional days shall be scheduled as the first day of the work year, to be followed by the two preparation days. The rest of the days shall be scheduled by the calendar sub- committee.

Rooms that are used for self-contained classrooms will be cleaned and ready for teachers to set up at least one week prior to the first day teachers are required to be at school. The school building will be accessible to all teachers the week prior to the first day for teachers, barring extenuating circumstances.

Induction and Mentoring

New hires to Martha's Vineyard Public Schools are required to participate in a two (2) day orientation program. New hires will receive a stipend of two hundred fifty dollars (\$250.00) per day for their required participation in these additional days.

Additional Work Days

The following professionals may be required to work additional days: Speech and Language Pathologists, School Psychologists, the Early Childhood Coordinator, Guidance Counselors, School Adjustment Counselor, Department Heads, and School Nurses. The number of additional days worked by any individual may vary based upon district and position but will not exceed fifteen (15) days as determined by the administration. Members who work these additional days will be paid their per diem rate.

ARTICLE XII: LEAVE

Any teacher desiring a leave of absence heretofore described, or a leave of absence for any other reason not specified below, shall apply in writing to the Superintendent, giving reasonable advance notice unless otherwise specified, indicating the period of proposed absence and the reason, therefore. All applications for leaves or extensions shall be acted upon in writing.

All benefits to which a teacher was entitled at the time their leave of absence commenced will be restored to them upon return and they will, if practical and consistent with the maintenance of educational standards and to the extent permitted by law, be returned to an assignment comparable to that which they held immediately prior to going on leave.

Sick Leave

1. Staff Members shall receive eighteen (18) days of sick leave at the beginning of each school year. Unused sick leave shall accumulate up to two hundred (200) days. In the case of first year staff members in the system, sick leave will be accrued at the rate of 1.50 days per month, with the understanding that all eighteen (18) days will be available at the beginning of the school year. In the case that a first year staff member parts ways with MVYPS before the end of the school year and has exceeded the number of accrued sick days, their final pay will reflect the subtractions of those days taken beyond the accrual.
2. Part-time staff will have sick, and all other leaves prorated on the basis of their position (e.g. a staff member who is half-time would receive 7.5 sick days per year. Days may be used in half-day increments.
3. Upon retiring from the Martha's Vineyard Public Schools, a teacher with professional status after thirteen (13) years of continuous service in the local system, shall be paid for accumulated sick leave at the rate of thirty dollars (\$30.00) per day. Upon the death of a teacher, their estate will receive payment for accumulated sick leave at the above rate. For purpose of this paragraph only, and not for seniority purposes, continuous service shall mean consecutive years in the Martha's Vineyard Public Schools, or any district thereof, which continuous service shall not be broken by authorized leaves and/or transfers between schools on the Island.
4. A staff member, in the event of the serious illness of a member of their immediate family, may take sick leave up to a maximum of fifteen (15) days during any school year. For the purposes of this contract, the phrase "immediate family" is construed to mean parent, spouse or spousal equivalent, children, and those others for whom a recognized legal responsibility exists.
5. A doctor's certificate shall not normally be required for any absence of not more than five (5) school days on account of illness or accident. A doctor's certificate indicating the nature and continuance of

the disability shall be required if the Superintendent so desires. The Superintendent may require further certificates for any continuing absence.

6. Upon the death of any teacher employed in the public schools of Martha's Vineyard, their estate or beneficiary shall be paid as follows: Spouse or other designated person, one thousand dollars (\$1,000.00) and for each dependent under the age of 21, two hundred fifty dollars (\$250.00). Provided the money is available in the budget, this may be paid in one cash settlement immediately or over a three-month period, at the request of the recipient.
7. Professional staff, in good standing, may transfer and use one hundred percent (100%) of their accumulated sick time earned from continuous service in the Martha's Vineyard Public Schools upon transferring to another school within the Martha's Vineyard Public Schools. As used in this Article, the term "in good standing" shall mean that the employee possesses professional teacher status and is not transferring as a result of any disciplinary proceedings or performance concerns on the part of the employer.
8. Any teacher 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 system.
9. A leave of absence without pay or increment may be granted at the discretion of the Principal/Superintendent for the purpose of caring for a sick member of a teacher's immediate family.

Temporary Leave of Absence

1. Each employee covered under this contract shall be allowed up to five (5) days of leave with pay during each school year each time there is a death in the immediate family or grandparents, grandchildren, in-laws, and siblings.
2. Reasonable leave shall be allowed for official Association, Massachusetts Teachers Association, and National Education Association matters. There shall be provision for professional leave, with pay and expenses, at the recommendation of the Superintendent.

Personal Leave

1. Each teacher shall be allowed up to six (6) days of leave with full pay during each school year, for the purpose of transacting or attending to personal, legal, business, household, religious, or family matters which require absence during school hours. No more than three (3) of these days may be used consecutively. However, upon notification to and approval by the principal, a teacher may use more than three (3) days consecutively, for valid reasons. It is the intention of the parties that the parties that leave under this article shall be available for reasons of hardship or other pressing need and not merely for personal convenience. Decisions of the principal in this regard shall not be grievable or arbitrable.

2. Except in the case of emergencies or other unusual circumstances, the teacher 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. A sign-out/sign-in sheet will be put in place by each school to determine when staff leave the building during the day and when they return to the building so that all staff may be accounted for in case of an emergency. Leave requests must be submitted when taking any duration of Personal, Medical, or Professional time. Teachers do not need to complete leave requests if leaving the building during lunch. Upon occasion, teachers may sign out of the building during their scheduled preparation time without filling out a leave request. It is the intention of the parties that staff members will leave during prep time only for school-related reasons, or for reasons of hardship or other pressing need and not merely for personal convenience. If a staff member chooses to leave for personal convenience, then they must fill out a leave request.
3. Personal days shall not be used to extend legal holidays or vacations. However, upon notification to and approval of the principal, a teacher may use personal days for valid reasons, as set forth in the above paragraph without pay, on the day before and/or after a holiday or vacation. If the teacher wishes to appeal the loss of pay, such appeal must be made to the Superintendent in advance of the day(s) taken.
4. The days used for personal days are deducted from sick leave.

Military Leave

Military leave will be granted to any teacher 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 teacher will be placed on the salary schedule at the level they would have achieved if they had not been absent.

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 a teacher who either gives birth to or adopts a child. Upon return from a childrearing leave of absence, a teacher shall return to the step in the salary schedule which they held prior to the commencement of such leave, unless the teacher 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 the teacher is qualified becomes available, but in no event must a teacher be returned in the midst of a school year. Leaves of absence for male teachers for childrearing shall be granted on the same terms as for female teachers. Teachers who wish to extend their leave into a second school year shall notify the Superintendent no later than March 15th.

Public Office Leave

The Principal/Superintendent may, at its discretion, grant a leave of absence without pay or increment to a teacher to campaign for or serve in a public office, provided that any such leave, at the discretion of the Committee, shall continue through the end of a school year.

Career Alternative Leave

1. An alternative employment leave of absence without pay or increment may be granted under the following conditions:
2. The teacher must have taught on Martha's Vineyard for five (5) years.
3. Applications must be filed by March 15 and plans for employment developed by June 1.
4. The leave shall be only for a period of one (1) or two (2) full school years. No leave can be taken during the school year. A teacher who is granted one (1) full school year leave may request an extension for a second full school year. Said request must be submitted by March 15. However, the granting of said extension is at the discretion of the Principal/Superintendent.
5. The leave cannot be for the purpose of teaching in a private or public elementary or secondary school system in the continental United States.
6. Unless the Principal/Superintendent is advised of the teacher's expected return prior to March 15 of the year of return, said teacher's employment shall terminate. A teacher who notified the Principal/Superintendent that they will be returning must sign an individual contract with the Principal/Superintendent on or before April 10th promising their return and agreeing that if they fail to return they will be liable to a forfeiture penalty of one thousand dollars (\$1,000.00), unless excused by mitigating circumstances.
7. While on leave, a teacher does not avoid the application of the RIF provisions of this contract.

Sabbatical Leave

1. After seven years as a teacher in the public schools of Martha's Vineyard, or after a minimum of seven years from a previously granted sabbatical, a teacher may be granted a year of sabbatical leave for study or an educational pursuit if such study or educational pursuit will enhance the quality of education in the Martha's Vineyard School District. Subject to the availability of sufficient funding, requests for approval shall not be unreasonably denied.
2. Teachers granted sabbatical leave will be paid fifty percent (50%) of their annual salary and will be assured of reappointment in the positions they held prior to taking leave or to equivalent or higher positions. A one-semester sabbatical where appropriate may be granted. A teacher granted such a

leave would be paid seventy five percent (75%) of their total salary for the year and would work only one semester.

3. Requests for Sabbatical Leave consideration shall be made to the Superintendent, Cabinet, and the Advisory Board before October 1 of the school year previous to the school year for which the Sabbatical Leave is requested. The intended enrollment in a degree-granting program may be a valid reason for Sabbatical Leave. Sabbatical approval will be decided by the Union School Committee based on recommendation of the Cabinet. All sabbatical leave requests will be submitted to the Superintendent of Schools via a written proposal, on the appropriate forms, which will include rationale, background, learning objectives, planned professional growth experiences, and benefits to the school system. Each teacher granted a sabbatical leave under the provisions of this Article shall be required to submit at least two (2) written progress reports to the Superintendent during the sabbatical leave year, the first to be filed on or before December 31 and second on or before June 30. Failure to comply with the written progress report requirement shall subject the teacher to forfeiture of any salary received by the teacher while on leave.
4. Any teacher granted a Sabbatical must return to the system for three (3) years. In default of returning to the school system, a teacher will refund an amount equal to such proportion of salary received while on leave. However, the teacher shall be released from such payment if their failure to serve for the time stipulated is due to their illness, disability, death, a reason satisfactory to the Principal/Superintendent, or if they are discharged from their position by the Principal/Superintendent.
5. A teacher on Sabbatical Leave shall retain those rights of salary, seniority, and all other rights which would otherwise be theirs if they were actively teaching in the system and shall be eligible for insurance benefits during the period of leave.
6. Under normal circumstance, no more than one (1) teacher shall be elected to Sabbatical Leave from any one school at any one time. However, no more than three (3) teachers from the total school system shall be eligible each year.

Jury/Court Leave

A teacher required to serve jury duty or who is subpoenaed to court in a case in which they are not a party will receive leave with pay to fulfill said obligation. The teacher must reimburse the school for fees received in serving this obligation.

Family Leave

Upon return from Family Leave 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

Parental Leave

The employer will pay an employee one hundred percent (100%) of their base wages within one year of birth/placement for ten (10) work days in year 1 of the contract, fifteen (15) work days in year 2 of the contract and twenty (20) work days in year 3 of the contract of parental leave for 1) The purpose of giving birth and/or bonding with a newborn child or 2) The placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for one foster placement, adoption with the employee who is adopting or intending to adopt a child. If both parents are eligible, this time shall not be taken simultaneously.

ARTICLE XIII: SICK LEAVE BANK

- A. A Sick Leave Bank is available for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have a serious illness or whose child under the age of 21 has a serious illness.
- B. The Bank shall be maintained at a minimum of one (1) day per professional staff member and a maximum of two (2) days per professional staff member. First-year teachers in the Martha's Vineyard School System shall contribute two (2) days to the Sick Leave Bank.
- C. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.
- D. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
- E. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the Committee to serve at its discretion, and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. In the case of a tie vote, the matter shall be resolved in favor of the applicant.
- F. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave.
 - Adequate medical evidence of serious illness.
 - Prior utilization of all eligible sick-leave.
 - Length of service in any of the school systems.
 - Propriety of use of previous sick leave.
- G. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement who has accrued ten

(10) or more sick days. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the Bank.

- H. The decision of the Sick Leave Bank Committee, with respect to eligibility and entitlement, shall be final and binding and not subject to appeal.

ARTICLE XIV: SUBSTITUTES

It is the policy of the School Committee, where feasible, to hire substitutes for absent teachers. Except temporarily or for good cause shown, tutors and assistants will not be required to act as substitutes for regularly appointed teachers.

ARTICLE XV: PROFESSIONAL DEVELOPMENT

- A. The Committee agrees to pay up to three hundred fifty dollars (\$350.00) for each semester hour taken by a teacher, not to exceed nine (9) semester hours in any year (September 1 – August 31). Hours in excess of nine (9) credits in any one (1) year cannot be carried over to subsequent years for the purpose of reimbursement. The Committee agrees to pay up to three hundred fifty dollars (\$350.00) for each Continuing Education Credit (CEU) taken by a related service provider (Occupational Therapist, Physical Therapist, Speech and Language Pathologist). One CEU is approximately ten (10) hours of class time. CEUs are not to exceed nine (9) in any year (September 1 – August 31). The CEU to be taken must be approved by the Superintendent or the Director of Student Support Services and must benefit the related service provider's performance and student learning. CEUs cannot be used toward salary schedule lane changes. An official certificate must be presented before payment. The course to be taken must be approved by the superintendent or the principal. An official transcript indicating a grade of "B" or better or a "P" in a pass/fail course must be presented before payment. To be eligible for reimbursement, a person must serve under this Contract for a period of six (6) months from September through June within the school year. In addition, any teacher who takes summer courses for credit, and who is not under contract as of July 1 for the ensuing year, shall not receive payment for such credits. Teachers who are less than full-time shall be eligible for reimbursement on a pro-rated basis. All payments for course reimbursement will be made out of the revolving fund as outlined below. For courses taken on-Island or completed on line, the actual cost of the course will be reimbursed up to three hundred fifty dollars (\$350.00) per credit. For courses taken off-Island, which requires regular off-Island travel, the amount will be three hundred fifty dollars (\$350.00) per credit.
- B. Credit for advancement on the salary scale for educationally valuable work or travel experience may be granted by the Superintendent. Requests for travel experience credit must be submitted to the Advisory Board, which will make recommendations to the Superintendent. Normally, no reimbursement for expenses will be granted.

- C. A revolving account fund will be deposited in a special account in the name of Superintendency Union School Committee (Approved by State Legislature 7/88). The revolving fund will be increased to one hundred thousand dollars (\$100,000.00) effective September 1, 2019; to one hundred five thousand dollars (\$105,000.00) effective September 1, 2020; and to one hundred ten thousand dollars (\$110,000.00) effective September 1, 2021. It is agreed that no more than fifty percent (50%) of the account will be earmarked for Sabbatical Leave.
- D. A workshop or seminar that will benefit the professional growth of both teacher and pupils will be reimbursed for reasonable expenses incurred – not to exceed one hundred dollars (\$100.00) – with the approval of the Principal and School Committee. However, the one hundred dollars (\$100.00) may be exceeded for reasonable expenses when approved by the Superintendent or their designee. If a teacher is denied attendance at a conference by their principal due to financial reasons, they may apply to the revolving fund for the workshop registration fee with approval for these funds to be given by the Superintendent or their designee.
- E. Distribution of funding grants will be determined by the Superintendent’s Cabinet. The funds may be used for the following purposes as recommended by the Cabinet and approved by the Superintendency Union School Committee:
- Contributions toward sabbatical leaves or other educational leaves.
 - Course reimbursement pursuant to this Article.
 - Workshops/Conferences approved by the Cabinet or its designee.
- F. To assist the Martha’s Vineyard Public Schools educators in planning and refining a myriad of professional development needs associated with re-certification and effectively implementing the Massachusetts Curriculum Frameworks, it is agreed that in exchange for participation in the three (3) full professional days, teachers shall be granted one (1) graduate credit per year to be used towards advancement on the salary scale, but not to be used for re-certification. The content of these days shall be decided by the administration with input from the Advisory Board.
- G. There will be three (3) types of Professional Development (PD): Superintendent determined, Principal determined, and Individual Educator determined.
- Superintendent-determined PD will occur on one (1) full day in October and on three (3) extended half days (2 hours per day).
 - Principal-determined PD will occur on the one (1) full day prior to the start of the school year.
 - Principal-determined PD will occur during scheduled Wednesday meetings throughout the school year.
 - Individual Educator-determined PD will occur on the four (4) extended half days.

- H. Professional Development planning will include a variety of options from which educators can choose for participation in either the summer, after school, or during the school day. If a teacher is on a Directed Growth, Improvement, or Developing Educator Plan, or does not have Professional Status, administrators may require them to attend specific PD offerings on Superintendent-determined or Principal-determined based PD days.
- I. On at least two (2) PD days professional development will be offered that will help teachers to meet the state mandates required for licensure, such as PDPs in Special Education and ELL as well as any future requirements.
- J. The Advisory Board will review and make recommendations to evaluate the effectiveness of PD, to make recommendations to the presidents and administration yearly.

ARTICLE XVI: ADVISORY BOARD

- A. There shall be an Advisory Board representing all teachers in the public schools of Martha's Vineyard. The responsibility of the Board shall be to make recommendations, written and oral, to the Superintendent in the following areas: sabbatical leaves, school calendar, consideration of course equivalents and credits relating to salary and salary increments, professional development, contractual matter, and any other initiatives or mandates that may be set forth by the district or the state. Board Members will also verify seniority lists.
- B. Written requests for consideration for approval of credits shall be made to the Superintendent. Where the Superintendent's and the Advisory Board's recommendations differ, the Board's written recommendation shall be available to the School Committee before a decision is made. In all cases, teachers shall be informed of the decisions in writing.
- C. The Advisory Board will include one (1) principal, the President(s) of the Association, at least one (1) teacher representative from each elementary school and two (2) elected by the high school. The meetings will be chaired by one of the Association President(s) and the minutes will be taken by one of the Association Secretaries.

ARTICLE XVII: CLASS SIZE

The Committee and the Association recognize the desirability of achieving optimum teaching/learning conditions by assuring workable class size, with the maximum of twenty five (25) students. In the event that class size in K-3 exceeds twenty (20) and in Grades 4-12 exceeds twenty two (22) whether it be before the school year begins or during the year, the building principal, school committee, the staff

affected, and union representation of the individual school shall meet to address the needs of those students affected and discuss possible options within budgetary and space restraints.

ARTICLE XVIII: PREPARATION TIME

- A. It is recognized that teacher preparation time is an important aspect of the teacher workday. Therefore, the School Committee shall strive to provide two hundred twenty five (225) minutes per week, based on a five (5) day week of preparation time. Each block of prep time will consist of at least thirty (30) continuous minutes. (The exception to this would be if a teacher does not have a homeroom in the morning. That block of time would not be considered subject to the thirty [30] minute requirement.) In the event that a scheduling problem exists, the building principal and staff of the individual school shall meet to resolve the issue.
- B. A reasonable effort will be made to limit the number and length of mandatory meetings before and after school in order to allow time for teachers to meet their other professional responsibilities of planning and preparing lessons and units, student and parent contact, evaluation and assessment of students' progress, and their own professional development.
- C. It is expected that teachers will prepare, and complete lessons plans of their own design and make these available upon request from management. The lessons plans shall align with district and state curriculum frameworks.

ARTICLE XIX: STUDENT DISCIPLINE

If a student is sent to the principal for disciplinary reasons from the teacher, the principal will acknowledge in writing or an email to the teacher the fact that the matter has been dealt with.

ARTICLE XX: LUNCH PERIOD

Teachers shall be entitled to a thirty (30) minute duty-free lunch. They will be permitted to leave the building during this time and will notify the office of their departure and return, if requested to do so by the principal.

ARTICLE XXI: INSURANCE

- A. Seventy-five percent (75%) of the cost of a Regional School health insurance plan, specifically the BlueCross BlueShield or Harvard Pilgrim PPO's and HMO's and Medicare supplement, will be paid by the Employer; the percentage of premiums in elementary systems will be consistent with the vote of the respective towns. The school district shall have the option to offer health insurance plans in addition to those currently offered so long as doing so is consistent with the requirements and limitations of Mass. G.L. c. 32B.
- B. Towns will share the cost of term life insurance.
- C. Insurance annuities shall, upon the request of the teacher involved, be deducted from their salary over a period of time.
- D. Fifty percent (50%) of the cost of a Regional High School and Up-Island Regional School dental insurance plan will be paid by the Employer, whether the plan is an individual or family plan. In the elementary systems, fifty percent (50%) 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 such enrollment must be provided to the Employer.
- E. Insurance -Cafeteria Plan/Chapter 125 Plan
The committees and Association agree to the establishment of a "cafeteria" or Chapter 125 plan for the Martha's Vineyard Regional High School and the Up-Island Regional School District to begin in the first year of this agreement. The districts will assume the set-up costs for this program, but ongoing third-party administrative costs will come from the fund itself.

ARTICLE XXII: TEACHERS' ROOMS AND SCHOOL FACILITIES

- A. Each school shall provide its staff with appropriate lavatories and teachers' rooms.
- B. Subject to considerations involving the energy crisis, faculty members have the right, with proper notification, to use school facilities for activities related to their teaching assignment.
- C. The school committee will make reasonable efforts to provide teachers with safe and healthy working conditions within its school buildings, as well as to make a reasonable effort to provide adequate facilities for storing instructional materials and supplies.
- D. In furtherance of this objective, a Labor Management Building Safety Committee (LMBSC) will be formed to address legitimate concerns or complaints raised by bargaining unit employees regarding building conditions alleged to be affecting the health or safety of the work environment within school buildings. The LMBSC membership will include the following: Chairperson(s) of the Building and

Safety Committee(s) and the Superintendent (or their designee), who will serve as co-chairs; union representatives (two [2] from each building); school administrator (one [1] from each building); school committee member (one [1] from each building); an All-Island school committee member; a member of the District's building maintenance department; and a town representative. School committee members, building administrators, and union representatives will only be expected to attend when their building is being discussed.

- E. Concerns or complaints by bargaining unit employees regarding building conditions alleged to be affecting the health or safety of the work environment will be reported to the building principal. If not resolved at the building level, the issue will be reported by the Association to the Superintendent of Schools on a form mutually agreed to by the parties. Upon receipt of such a concern or complaint, the Superintendent will convene a meeting of the LMBSC within ten (10) working days or as soon thereafter as is practicable. At the meeting of the LMBSC, the completed form shall be shared with the LMBSC, and the issue shall be discussed. By mutual agreement of the participants, resource persons, including legal counsel, may be invited to attend and participate at a meeting of the LMBSC. As the purpose of the LMBSC is to be advisory in nature, the LMBSC shall endeavor to develop proposed courses of action for consideration by the Administration to assess, investigate, and if necessary, remediate the conditions at issue. The final determination of how a particular concern or complaint will be addressed will be made by the Administration, which may, but is not required to, include such things as retention of environmental experts; environmental testing; environmental monitoring; remediation; or any other appropriate response measures.

ARTICLE XXIII: SCHOOL CALENDAR

Each year prior to the adoption of the school calendar for the following school year, the Advisory Board will be given a copy of the proposed calendar. If the Advisory Board does not concur with the proposed calendar, it may submit recommended changes to the Superintendent, who will consider the recommendations prior to submitting the proposed calendar to the School Committee.

ARTICLE XXIV: MISCELLANEOUS

- A. Teachers will not be required to perform health services, such as administering eye or ear examinations and weighing and measuring pupils.
- B. Teachers will not be responsible for making repairs or cleaning rooms.
- C. Teachers shall not be required to keep money in their rooms or on their person, and money turned in to the office shall be accepted.

- D. Teachers who are required, as part of their daily or weekly schedule, to travel between schools shall be reimbursed per mile at the reimbursement rate recognized by the Internal Revenue Service.
- E. The Association may make recommendations for in-service credit courses. If courses are approved by the School Committee, the teachers will receive credit for salary schedule movement.
- F. In the high school, teachers asked to teach additional periods beyond the norm will receive a stipend of twenty five dollars (\$25.00) per period, or fifty dollars (\$50.00) under the block schedule. In elementary schools, teachers asked by the principal to teach additional classes beyond the norm will receive twenty-five dollars (\$25.00) for no less than thirty to sixty (30-60) minutes and fifty dollars (\$50.00) for any time between sixty to ninety (60-90) minutes.
- G. Involuntary classroom move and summer usage: If a principal or other administrator requests a teacher to move or change their classrooms or if a classroom is to be packed and prepared for a summer program, the principal shall provide time during the last week of school or a payment of fifty dollars (\$50.00) per hour for up to eight (8) hours of work, outside of the school day, per approval of the building principal. Teachers will not be required to use their own vehicles for moving or transporting classroom materials.

ARTICLE XXV: PAYROLL DEDUCTIONS

- A. Teachers agree that insurance annuities may be deducted from their salaries over a period of time.
- B. The town will share the cost of the following:
 - 1. Term life insurance.
 - 2. Individual or family coverage, whichever applies in the particular case, health insurance plan of the type generally available to teachers - these to be consistent with the vote of the town.

ARTICLE XXVI: ASSOCIATION DUES

- A. The Committee agrees to deduct, from the salaries of teachers, dues for the Martha's Vineyard Educators Association, the Massachusetts Teachers Association, and the National Education Association, provided that the teacher, individually and voluntarily, authorizes the Committee to deduct on a form mutually acceptable to the parties. Deductions shall be made in equal installments between the months from October to March. Teacher authorizations will be in writing as included in the Massachusetts Teachers Association Membership Application.

The amount of dues to be deducted for each school year must be certified by the Association to the School Committee by September 15.

- B. The Committee agrees to deduct from the salaries of its employees dues or payments for the Martha's Vineyard Educators Association, the National Education Association, or any one of such Associations as said teachers, individually and voluntarily, authorize the committee to deduct and to transmit the monies promptly to such Association or Associations.
- C. 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 Sections A and B of this Article.

ARTICLE XXVII: RETIREMENT

In accordance with Massachusetts state law, all teachers will pay the state mandated percentage into the state retirement program.

Teachers with twenty (20) years of service as a teacher in any of the school systems covered by this Agreement will be entitled to a stipend of two thousand dollars (\$2,000.00) in the final year before retirement, provided they meet the following two criteria:

- 1. The teacher must notify the School Committee in writing of the intention to retire on or before October 1 of the school year at the end of which the teacher intends to retire or by January 1 if warranted by unusual circumstances as determined by the Superintendent of Schools.
- 2. Before May 1 of the year of the retirement, the teacher must submit satisfactory evidence that the notice of retirement has been given to the Massachusetts Retirement Fund.

The Committee/Town shall contribute to health insurance premiums for retired teachers and their survivors at the same rate paid to active teachers.

ARTICLE XXVIII: SALARY SCHEDULE

Yr 1 – 3.5%, eliminate Steps 1 and 2, add new top step 3% higher than previous step

Yr 2 - 3.5%, add new top step at 3.75% higher than previous top step, \$2000 top step only market adjustment

Year 3 - 3.5%, \$1000 top step only market adjustment

Salary Payment Options

1. Twenty-two (22) equal payments.
2. Twenty-six (26) equal payments with either payments during the summer months or a lump sum at the close of school. Teachers will notify the Superintendent's Office of their chosen option for the year prior to the opening of the school year.

* The Regional High School, the Tisbury School, and the Edgartown School computer payroll are requesting twenty-two (22) equal payments or twenty-six (26) payments.

Payment for research and development projects should be made within the warrant period following approval of the finished project. If there is a possibility of delay in payment, the teacher involved shall be notified of such possible delay prior to the inception of the project.

Longevity

Longevity shall be defined as years of continuous service to the districts of the Martha's Vineyard Public Schools. To get a full year's credit, an employee must be at least a .5 FTE. Employees that work less than .5 FTE will receive pro-rated credit.

- | | |
|-------------------------------------|--------|
| • 10-14 completed years | \$2000 |
| • 15-19 completed years | \$3000 |
| • 20-24 completed years | \$4500 |
| • 25-29 completed years | \$5500 |
| • After completing 30 years or more | \$6500 |

Lanes

When a teacher has achieved a Bachelors +30, Masters, Masters +15, a Masters +30, a second Masters or CAGS, or a Doctorate, they shall be placed on the appropriate step on the salary schedule, effective the following September. The teacher shall notify the Superintendent of Schools in writing by October 1 if they expect to achieve any of the above by the following September. Official certificates of successful completion must be sent to the Superintendent to substantiate credits.

Courses in a Masters Program or other courses or course equivalents or special projects approved by the Superintendent shall be credited toward a Bachelors +30. It is agreed that starting with the 2001 – 2007 contract, credits for the Masters plus 30 lane will only begin to accrue AFTER a Masters degree has been earned. Those members currently in a Masters program at that time, or with a Masters degree and additional credits, or with a Masters degree plus 30 designations already, will be grandfathered in their

current lane. It is further understood that any credits for the Masters plus 30 category must be graduate level credits. Additional undergraduate credits will not be accepted in this category.

See Appendix "B" Vocational Ed Teachers

ARTICLE XXIX: WORK STOPPAGE

During the term of this Agreement, the Association shall not cause or sponsor, and no professional employee shall cause or participate in any strike, work stoppage, or illegal activity directed against the Committee.

ARTICLE XXX: REDUCTION IN FORCE

- A. Each of the five (5) School Committees (Edgartown, Oak Bluffs, Tisbury, Martha's Vineyard Regional High School District which includes staff at Superintendency Union #19, 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 teaching positions and other professional 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. Teachers with professional status under employment with a particular School Committee shall not be laid off if there is a teacher without professional status employed by that same Committee whose position said Principal/Superintendent deems the teacher with professional status is licensed and in good standing to fill.
- C. Teachers with professional status shall be laid off within a discipline based on members' job performance and the best interest of the students. Members' job performance and best interest of the students shall be defined as the lowest rating of the members' past two (2) summative overall evaluation ratings, with ratings of Proficient and Exemplary being considered equal. A teacher with a rating of Unsatisfactory shall be reduced before a teacher with a Needs Improvement rating. Ties shall be broken by seniority.
- D. For purposes of this article, each separate School Committee shall establish the following disciplines categories for elementary school, high school, and shared student support services under its jurisdiction: Reduction in Force shall occur within the discipline.

Oak Bluffs	K-4	5-8
Edgartown	K-5	6-8
Tisbury	K-4	5-8
Up-Island Regional	K-5	6-8

Specialists K-8 (each area is a discipline)

Guidance Counselors
ELL
Spanish Remedial Math
Reading Specialist
Health & Physical Education School Nurse
Visual Arts Technology/Engineering (5-12)
Health & Consumer Science Library (all levels)
Instructional Technology Special Education
Music

MVRHS: (teachers in the Alt. Ed. are considered to be part of the MVRHS disciplines)

9-12

Biology
Chemistry
Earth Science
Physics
History
Political Science/Political Philosophy
Mathematics
English
Social Studies
Foreign Language - Spanish, French, Portuguese

9-12 Specialists (each area is a discipline)

Automotive	Visual Arts
Business	Music
Building Trades	Special Education Theater
Child Care	
Culinary Arts	
ELL	
Horticulture	
Reading Specialist (all levels)	
Guidance Counselor	
School Adjustment Counselor	
School Nurse	
Library	
Instructional Technology	
Health & Physical Education (5-12)	
Health & Consumer Science	
Technology/Engineering (all levels)	

Although a teacher under the teachers' contract may be paid by a grant through MVRHS (e.g. Title I), their discipline shall be determined in the school in which they teach.

Shared Services: * RIF would occur within each discipline-(each area is a discipline)

Autism Specialist
Speech/Language and Hearing Disorders (all levels)
Deaf & Hard of Hearing (PreK-8, 5-12, all levels)
Teacher of the Visually Impaired (PreK-8, 5-12)
Occupational Therapy
School Psychologist
Project Headway
Social Skills
Early Childhood Coordinator
Strings
Bridge Program

In the event that through a reduction in force (RIF) a "shared service" position is eliminated, that teacher may request a transfer (G. BUMPING) to a position IN ANY DISTRICT for which they are certified that is held by the least senior teacher with professional teacher status.

- E. The Committee's designee shall notify the Association as to how many layoffs shall be recommended prior to the Committee's voting on said recommendation. Although the Committee retains the exclusive right to determine how many staff cuts and where the staff cuts are to take place, it encourages dialogue between the parties on this subject. The Committee shall make every effort to accomplish said reductions by attrition.
- F. When a position is reduced resulting in less than a full-time teaching position, the reduction shall be considered a layoff under the terms of this Article. Personnel who have less than full-time assignment will be subjected to salary reductions and reduction of all other benefits.
- G. With respect to health and life insurance, it will be carried in full for those who work twenty (20) hours or more per week. Reduction of salary and other benefits will show the same relationship to the reduction of assignment. Supervisory duties shall also be on a prorated basis.
- H. Under normal circumstances, professional teachers to be affected by a reduction in force shall be notified by May 15th, but in no event later than June 1st of the school year preceding the school year in which the reduction is to be effected. In any event, affected teachers will be notified within forty-eight (48) hours of a vote of such action by the Committee(s). Said notice shall include specific reason(s) for and the effective date of the layoff.

- I. If town meeting reduces the budget from that level submitted by the School Committee, then this notice requirement does not apply to the choice of additional teachers to be laid off as a result of said town meeting budget reduction, provided, however, that town meeting action adjourns after June 1 and provided that the person(s) affected shall be notified within fifteen (15) business days after acceptance of the budget by the town(s).

Definition and Computation of Seniority

1. Seniority is defined as the length of consecutive service from the first day of work as a regularly appointed teacher in the district in which they are employed. Under this article, a teacher retains their previously held seniority when a teacher is transferred to another discipline or subject area by a principal or superintendent or is transferred by their own request. Said teacher is then considered part of this new discipline in the event of future reductions in force.
2. 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.
3. Part-time personnel: In the case of employees who are working less than one hundred percent (100%) for their respective Committee(s), 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(s) for forty percent (40%) of the school day or school year for a total of ten (10) years, forty percent (40%) x ten (10) years = four (4) years seniority, plus full-time employment, if any.
4. In the event of equal seniority, lane placement on the salary schedule shall be the determining factor. In the event there is still equality the building principal and superintendent will review the evaluations in determining the order in which the layoff shall occur within the separate disciplines of staff members.
5. A separate seniority list for each school system shall be supplied by the Superintendent's Office to the Advisory Board 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.

Bumping

1. A teacher identified for RIF under this article has the right to request in writing a transfer to a vacant position or a position held by a less senior teacher with professional teacher status for which they are both reasonably certified and qualified. The administrator and teacher to be reduced shall meet within ten (10) school days to discuss and review options. The teacher shall be responsible to initiate this meeting. Following the discussion, the teacher to be reduced will have five (5) school days to submit a written request for the transfer. In granting such a request, the Principal/Superintendent shall give

reasonable consideration to the teacher's area of competence; major field of study; quality of teaching performance; length of service in the Martha's Vineyard Public Schools; and other relevant factors such as the specific instructional, but not budgetary needs, of the District and/or position to be filled. The Principal/Superintendent shall have five (5) school days in which to consider the request and notify the teacher in writing.

2. Teachers with professional status will be recalled within the disciplines and within each school system at the discretion of the Principal/Superintendent. Teachers with professional status will remain on a recall list for a period of two (2) years from their date of layoff.
3. An employee who is recalled by the Principal/Superintendent within two (2) years shall have restored to them all benefits they had accumulated at the time of their layoff.
4. Teachers on the recall list shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the layoff, provided, however, that the carrier allows such participation and that the teacher pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and that there will be no contribution by the Committee or town for such employee's insurance.
5. Teachers on layoff shall be given preference on the substitute list in the areas in which they are qualified, as determined by the Superintendent of Schools, provided the teacher on layoff indicates in writing to the Superintendent of Schools a desire for such preferential consideration. Teachers on layoff who serve as substitutes shall be subject to established policy and procedures regarding such employment.
6. When vacancies occur in the certified discipline of a teacher on the recall list, the Association shall be notified by certified mail at their last address of record and shall, in turn, be responsible for notifying the teacher within five (5) business days, by certified mail. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the response date. Failure by the individual teacher to respond to the Principal/Superintendent, or their designee, with a letter of acceptance within fifteen (15) business days after receipt of certified mail, shall be considered a rejection of such offer, and the employee shall be dropped from the recall list. It shall be the responsibility of the personnel on the recall list to inform the office of the Superintendent of Schools and the Association of changes of address.
7. Teachers on layoff who have declined an offer to be recalled need not be contacted further, nor rehired, in the event of additional openings to be filled. Teachers who are serving in a comparable teaching position elsewhere and are offered a position in this system must be willing to wait to commence the position until the first day of school in September; otherwise, they go off the recall list.

ARTICLE XXXI: NEW POSITIONS

If a new position is created or there is a substantial change in an existing position within the bargaining unit, the rate of pay will be subject to negotiation between the parties.

ARTICLE XXXII: EXTRACURRICULAR ACTIVITIES AND DUTIES

- A. The attendance registers shall be maintained by office personnel.
- B. A teacher shall be expected to attend school functions when their presence is deemed necessary and when so notified by the principal of the school.
- C. When Shared Services teachers are required to attend overnight, off-Island field trips, they shall be paid a stipend of one hundred dollars (\$100.00) per overnight.

ARTICLE XXXIII: EXTRACURRICULAR ACTIVITIES

- A. Extracurricular activity stipends shall be in accordance with Appendix "A".
- B. Extracurricular activities, where feasible, should be scheduled to avoid conflicts with classes.

ARTICLE XXXIV: NEGOTIATION PROCEDURE

The Committee and the Association agree to enter into negotiations over a successor agreement no later than September 15 of the year preceding the expiration of this Contract. During negotiations, the Committee will make available to the Association, for inspection, pertinent records of the school system. Committee and Association shall exchange relevant data, points of view, and proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and/or lay representatives to assist in the negotiations.

ARTICLE XXXV: GENERAL

The Committee agrees that, subject to its approval, the Superintendent of Schools has the authority to liberalize the provisions and/or increase the benefits herein.

ARTICLE XXXVI: DURATION

This Contract shall become effective September 1, 2025 and shall continue in effect through August 31, 2028 and shall continue in effect from year to year thereafter unless, by September 15 of any succeeding year, either party notifies the other in writing of its desire to terminate the Contract.

ARTICLE XXXVII: SUBSTANCE ABUSE/EAP

- A. Consumption of, or being under the influence of, any controlled substance during working hours, including student-related activities held outside school hours, is prohibited. The term controlled substances includes alcohol but does not include prescription or over-the-counter medications when taken in accordance with medical instructions. Excessive alcohol use and drug abuse are recognized by the parties to be matters which may be addressed through treatment and appropriate professional intervention. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this contract, and under applicable state and federal law, the Committees and the Association agree to cooperate in encouraging employees engaged in excessive use of alcohol or drug abuse to undergo a program designed to rehabilitate the employee. The Martha's Vineyard Employee Assistance Program will be made available to such employees to address the need for a process for the rehabilitation of members who have substance abuse problems.
- B. It is agreed by the Parties that if circumstances present which lead the employer to conclude that an employee has consumed or is under the influence of any controlled substance during work hours, and to the extent that the employee does not present an immediate danger to person or property, the employer agrees to raise the concerns initially with the Union in order to allow the Union to address the concerns directly with the employee. If, in the opinion of the employer, those efforts by the Union are unsuccessful, then the employer shall approach the employee directly and shall take whatever steps it deems appropriate, subject to any and all contractual or statutory provisions applicable. The provisions of this paragraph are inapplicable if the employer concludes that the employee presents an immediate danger to person or property.
- C. A refusal on the part of an employee to avail themselves of assistance, or if alcohol use and or drug abuse impairs work performance, attendance, conduct, or reliability, the normal contractual and statutory disciplinary procedures will be utilized.
- D. Without affecting the right of the Superintendent or Principal to initiate dismissal proceedings in the first instance if determined to be warranted by virtue of the severity of the situation, the Employer agrees to consider the use of progressive discipline involving reprimands and/or suspensions prior to dismissal in circumstances where appropriate in the opinion of the Employer. In addition, the Employer agrees to give consideration to an employee's participation in a rehabilitation or similar program when considering disciplinary action.

- E. It is expressly agreed that an employee who distributes, dispenses, or possesses a controlled substance, excepting only the lawful possession of alcohol, on the job will be subject to dismissal. In all instances involving discipline by virtue of conduct prohibited in this Article, the employee shall be entitled to all rights provided under the terms of this Collective Bargaining Agreement and under all applicable state and federal laws.

ARTICLE XXXVIII: PART-TIME EMPLOYEES

Effective January 2011, Calculation for Part-Time Employees will be as follows:

1. No re-calculation for past years
2. While the time it takes to earn a benefit would be pro-rated for an employee who works less than fifty percent (50%), the benefit itself would be paid at the rate detailed in the Master Agreement
3. For sick time, personal time, etc., employees who work less than fifty percent (50%) (.5FTE) would receive the pro-rated number
4. In using sick time, personal time, etc., "a day is still a day."

APPENDIX "A" EXTRACURRICULAR ACTIVITIES

- A. Student advisory positions are considered extracurricular activities and, for positions included in the Appendix, preference will be given to a teacher over those not in the unit, provided the teacher is more or equally qualified. In making this determination, the Committee agrees to give due weight to length of service in position, proven experience and ability, and/or overall teaching experience. Whoever fills these positions shall be paid the designated stipend. Participation in student advisory positions is voluntary. Vacant student advisory positions and vacant coaches' positions shall be posted where appropriate. Student advisors and coaches are not responsible for students except those in the activity they have been assigned to supervise.
- B. Extra-Curricular Activity Advisorships and Coaching Positions shall be assigned as provided in the following sections. Whenever possible, all Appendix "A" positions identified herein shall be paid in accordance with the Appendix "A" Stipend Scale, with recognition given for experience in the same activity and qualifications.
1. Seniority on the Stipend Schedule shall not be carried by any coach from one sport to another nor by any advisor from one activity to another.
 2. Seniority on the Stipend Schedule shall not be transferred from one school to another for any coach or activity advisor.
- C. In the event that an Extra Curricular Advisor/Coach Position is not identified herein, nothing herein shall preclude or prevent a Principal/Superintendent from appointing an advisor or coach, with or without payment of a stipend. All such appointments shall be made, preferentially from the school staff, or in the event that no school staff person applied for such an advisorship/coach position, from volunteers from the community. In every case, however, the appointment to all advisorships shall be made by the Principal/Superintendent.
- D. Any club or activity not identified herein may become identified as an Appendix "A" stipended position if the following conditions are met:
1. It is approved by vote of the Appendix "A" Sub-Committee.
 2. It is approved by vote of the Union School Committee or Regional High School Committee.
- All stipends to be paid for such new clubs or activities shall fall within the stipend scales as provided for positions with commensurate responsibility.
- E. The Appendix "A" Sub-Committee will consist of three (3) high school teachers, two (2) elementary school teachers, three (3) school committee members, two (2) administrators, and the Superintendent of Schools, who will act as Chairperson.

- F. The Appendix "A" Sub-Committee shall convene to study the appropriateness of placement of various positions on Appendix "A" as well as the level of compensation for such positions. The Study Committee shall present its findings to the School Committees and the Union at a mutually agreeable time for their respective consideration and possible collective bargaining action.
- G. In the event an Appendix "A" position is not filled due to an administrative choice or budgetary considerations, the employee previously hired for that position shall have the right of first refusal for one (1) year, without a break in seniority or loss of step increase.

APPENDIX "A"

Stipend Categories K-12

(Except High School Sports)

CLASS A

High School Producer/Drama
Minnesinger Director
HS Yearbook Advisor

Class B

CLASS C

Chess Club
Film Club Advisor
HSET Coordinator
HS Science Fair Coordinator
HS National Honor Society
Literary Magazine Advisor
Minnesingers Accompanist
Model United Nations Advisor
Musical Production Director (HS)
Newspaper Advisor (HS)

CLASS D

HS Class Advisors:

- Freshmen Steps 1, 2 & 3
- Sophomore Steps 2, 3 & 4
- Junior Steps 3, 4 & 5
- Senior Steps 4, 5 & 6

Engineering Club Advisor
Business Club Advisor
AP Coordinator
One World Club Advisor
HS Department Coordinators/Plus 2 [days @](#)
per diem

CLASS E

Data Analyst
Elementary Musical Production Director
Elementary Producer/Drama Director
Library Coordinator (Afternoon)
Newspaper Advisor (Elem)
School Store Advisor
Website Director

CLASS F

Musical Production Choreographer

CLASS G

Architecture Club
Elementary Gr. 8 Advisor – Multiple Responsibilities
Minnesingers Choreographer
~~MVironment~~ Club
NAMI Peer Outreach
WINFO

CLASS H

Science Club Coordinator

CLASS I

Best Buddies Advisor
Copy Room Coordinator
Forensics Club Advisor

Gay/Straight Alliance Advisor

CLASS J-K

Data Coaches
Elementary Baseball
Elementary Gr. 8 Advisors – Regular
Elementary Track & Field
Elementary Volleyball
Elementary Boys Basketball
Elementary Field Hockey
Elementary Girls Basketball
Elementary Gr. K-4 Coordinator
Elementary Gr. 5-8 Coordinator
Elementary Gr. 6 or 7 Advisor – Regular
Elementary In-House Athletic Director
Elementary Softball
Elementary Student Council Advisor
Elementary Trip Advisor
Floor Hockey
HS Hiking Club Advisor – 2
HS Student Council Advisor
Interactive Club
Minnesingers Costumer
Minnesingers Stage Manager
Musical Production Costumer
Musical Production Stage Manager

CLASS L

Elementary Computer Club
Elementary Fundraising
Elementary Homework Club
Elementary Vertical Team Coordinator
Elementary Year Book Advisor
HS Art Club Advisor
Instrumental/Vocal Music Advisor K-8

CLASS M

Elementary After School Interest
Elementary Chess
Elementary Class Advisor/Fundraising
Enrichment Coordinator
Elementary Garden
Elementary J.V. Coaches
School Store Assistant
Special Interest

Mentors - \$1,000 /year
PLC Leaders - \$600/year
MVRHS Scholarship Manager - \$4,400/year

APPENDIX "A" POSITIONS AND STIPEND SCALE

FY 25 – FY 28

STEP	A	B	C	D	E	F
1	3200	2720	2240	1920	1600	1440
2	3400	2890	2380	2040	1700	1530
3	3600	3060	2520	2160	1800	1620
4	3800	3230	2660	2280	1900	1710
5	4000	3400	2800	2400	2000	1800
6	4200	3570	2940	2520	2100	1890

STEP	G	H	I	J-K	L	M
1	1280	1120	960	800	480	320
2	1360	1190	1020	850	510	340
3	1440	1260	1080	900	540	360
4	1520	1330	1140	950	570	380
5	1600	1400	1200	1000	600	400
6	1680	1470	1260	1050	630	420

APPENDIX "A-1"

For athletic coaches at the High School

<u>CLASS A</u>	<u>CLASS B</u>	<u>CLASS C</u>	<u>CLASS D</u>	<u>CLASS E</u>
Football	Boys Basketball	Field Hockey	Golf	JV Golf
	Girls Basketball	Boys Soccer	Boys Tennis	Asst. Boys Soccer
	Boys Hockey	Girls Soccer	Girls Tennis	Asst. Girls Soccer
	Girls Hockey	Cheerleading	Cheerleading (winter)	Asst. Girls Lacrosse
		Baseball	JV Boys Soccer	Asst. Boys Lacrosse
		Softball	JV Girls Soccer	Asst. Field Hockey
		Boys Lacrosse	JV Football (2)	Asst. Sailing
		Girls Lacrosse	Cross Country Asst.	
		Track	JV Boys Basketball	
		Cross Country	JV Girls Basketball	
		Sailing	JV Boys Hockey	
		Asst. Football (2)	Asst. Boys Hockey	
		Swim Coach (Head)	JV Girls Hockey	
			Asst. Girls Hockey	
			JV Baseball	
			JV Softball	
			JV Boys Lacrosse	
			JV Girls Lacrosse	
			Asst. Spring Track (2)	
			JV Field Hockey	
			Boys Basketball Asst./freshman	
			Girls Basketball Asst./freshman	

NOTE: *J.V. and Varsity veteran head coaches with 10+ years of experience in the same sport in the MV Public Schools will receive top step +10%.*

Salary Scale for Appendix "A-1":

STEP	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E
1	5775.00	4725.00	3415.00	2730.00	1945.00
2	6090.00	4990.00	3675.00	2940.00	2100.00
3	6405.00	5250.00	3940.00	3060.00	2260.00
4	6720.00	5515.00	4200.00	3360.00	2310.00
5	7035.00	5775.00	4465.00	3570.00	2465.00
6	7350.00	6040.00	4725.00	3780.00	2625.00

APPENDIX "B"

TEACHERS' SALARY SCHEDULE (VOCATIONAL)

Effective September 1, 1995, Vocational teachers will be placed in the next higher degree - credits column to the one in which they were situated in the prior years.

Those nurses with a college degree will be placed on the appropriate step and column of the teachers' salary schedule.

APPENDIX "C"

Teachers Salary Schedule FY26-FY28

Year 1: Eliminate Steps 1 and 2, add new top step 3% higher than previous top step
FY26 (FY25 + 3.5%)

STEP	B	B+30	M	M+15	M+30	CAGS	DOC
1	\$77,361	\$81,341	\$85,019	\$87,571	\$90,122	\$92,014	\$93,749
2	\$80,738	\$84,706	\$88,418	\$90,966	\$93,513	\$95,335	\$97,151
3	\$84,071	\$88,084	\$92,679	\$95,488	\$98,297	\$100,078	\$101,855
4	\$87,437	\$91,452	\$96,458	\$99,248	\$102,038	\$103,792	\$105,528
5	\$90,800	\$94,790	\$99,864	\$102,446	\$105,032	\$106,779	\$108,500
6	\$94,180	\$98,165	\$103,644	\$106,468	\$109,291	\$110,775	\$112,218
7	\$97,547	\$101,440	\$107,092	\$109,872	\$112,675	\$114,459	\$116,209
8	\$101,407	\$105,328	\$110,995	\$113,815	\$116,633	\$118,406	\$120,120
9	\$104,451	\$108,491	\$114,329	\$117,231	\$120,133	\$121,960	\$123,727
10	\$106,541	\$110,660	\$116,616	\$119,577	\$122,537	\$124,400	\$126,202
11	\$109,737	\$113,980	\$120,114	\$123,164	\$126,213	\$128,132	\$129,988

Year 2: Add new top step 3.75% higher than previous top step, \$2000 top step only market adjustment
FY27 (FY63 + 3.5%)

STEP	B	B+30	M	M+15	M+30	CAGS	DOC
1	\$80,069	\$84,188	\$87,995	\$90,636	\$93,276	\$95,234	\$97,030
2	\$83,564	\$87,671	\$91,513	\$94,150	\$96,786	\$98,672	\$100,552
3	\$87,013	\$91,167	\$95,923	\$98,830	\$101,737	\$103,581	\$105,420
4	\$90,497	\$94,652	\$99,834	\$102,722	\$105,609	\$107,425	\$109,221
5	\$93,977	\$98,108	\$103,359	\$106,032	\$108,708	\$110,516	\$112,298
6	\$97,476	\$101,600	\$107,271	\$110,195	\$113,116	\$114,652	\$116,145
7	\$100,961	\$104,991	\$110,841	\$113,718	\$116,619	\$118,465	\$120,276
8	\$104,956	\$109,014	\$114,880	\$117,798	\$120,715	\$122,550	\$124,324
9	\$108,107	\$112,288	\$118,331	\$121,334	\$124,338	\$126,229	\$128,057
10	\$110,270	\$114,533	\$120,697	\$123,762	\$126,826	\$128,754	\$130,619
11	\$113,578	\$117,969	\$124,318	\$127,475	\$130,630	\$132,616	\$134,537
12	\$119,837	\$124,393	\$130,980	\$134,255	\$137,529	\$139,589	\$141,582

Year 3: \$1000 top step only market adjustment
FY28 (FY27 + 3.5%)

STEP	B	B+30	M	M+15	M+30	CAGS	DOC
1	\$82,871	\$87,134	\$91,075	\$93,809	\$96,541	\$98,567	\$100,427
2	\$86,489	\$90,740	\$94,716	\$97,445	\$100,174	\$102,125	\$104,071
3	\$90,059	\$94,357	\$99,280	\$102,289	\$105,298	\$107,206	\$109,110
4	\$93,664	\$97,965	\$103,328	\$106,317	\$109,305	\$111,184	\$113,044
5	\$97,267	\$101,542	\$106,977	\$109,743	\$112,513	\$114,384	\$116,228
6	\$100,888	\$105,156	\$111,026	\$114,052	\$117,075	\$118,665	\$120,211
7	\$104,494	\$108,665	\$114,720	\$117,698	\$120,701	\$122,611	\$124,486
8	\$108,630	\$112,830	\$118,901	\$121,921	\$124,940	\$126,840	\$128,676
9	\$111,891	\$116,218	\$122,472	\$125,581	\$128,690	\$130,647	\$132,539
10	\$114,129	\$118,542	\$124,921	\$128,094	\$131,264	\$133,260	\$135,190
11	\$117,553	\$122,098	\$128,669	\$131,936	\$135,202	\$137,258	\$139,246
12	\$125,031	\$129,747	\$136,564	\$139,954	\$143,342	\$145,475	\$147,538

*National Board of Professional Teaching Standards Certification is equivalent to CAGS

*Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) is equivalent to CAGS

*National Board of Certified Counselors is equivalent to CAGS

AGREEMENT AMONG

Martha's Vineyard Educators Association



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

JULY 1, 2025- JUNE 30, 2028

MARTHA'S
VINEYARD
ALL COMBINED CONTRACTS

EDUCATIONAL
SUPPORT PROFESSIONALS

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I.	RECOGNITION	E-4
II.	MANAGEMENT RIGHTS	E-4
III.	GRIEVANCE PROCEDURE	E-4
	• GENERAL	E-4
	• PROCEDURE	E-5
IV.	DEFINITIONS	E-6
V.	NON-DISCRIMINATION	E-6
VI.	TERM OF HIRE	E-6
VII.	EXIT INTERVIEW	E-6
VIII.	WORK YEAR	E-7
IX.	JOB ASSIGNMENT AND HOURS	E-8
X.	LEAVE	E-8
	• SICK LEAVE	E-8
	• BEREAVEMENT LEAVE	E-9
	• PERSONAL LEAVE	E-9
	• EXTENDED LEAVES WITHOUT PAY	E-10
	• JURY/COURT LEAVE	E-10
	• SICK BANK	E-10
XI.	EVALUATION	E-11
XII.	STUDENT DISCIPLINE	E-12
XIII.	REDUCTION IN FORCE	E-12
XIV.	JOB PROTECTION	E-12
XV.	ASSOCIATION DUES	E-13
XVI.	VACANCIES	E-13
XVII.	MILEAGE	E-13
XVIII.	INSURANCE	E-14
XIX.	DUTY-FREE LUNCH	E-14
XX.	LONGEVITY	E-14
XXI.	RETIREMENT	E-15
XXII.	NEGOTIATION PROCEDURE	E-15
XXIII.	NO STRIKE CLAUSE	E-15
XXIV.	PAY FOR SUBSTITUTING	E-15
XXV.	PAY FOR WORKING WITH STUDENTS WITH INTENSIVE SPECIAL NEEDS	E-16
XXVI.	ACCOUNTABILITY FOR TIME	E-16
XXVII.	PROTECTION/ASSAULT	E-16
XXVIII.	SMOKING POLICY	E-17
XXIX.	TRANSPORTATION	E-17
XXX.	REPRODUCTION OF CONTRACT	E-17
XXXI.	SCOPE OF AGREEMENT	E-17

XXXII.	DURATION	E-18
XXXIII.	SAFETY AGREEMENT	E-18
XXXIV.	TRANSFER BETWEEN ISLAND DISTRICTS	E-18
XXXV.	DENTAL INSURANCE	E-19
XXXVI.	ADVISORY BOARD	E-19
XXXVII.	CONTINUING EDUCATION	
	COURSE/WORKSHOP REIMBURSEMENT	
	AND ASSOCIATED COSTS	E-19
APPENDIX A	ESP SALARY SCHEDULE	E-20
APPENDIX B	INTERPRETER SALARY SCHEDULE	E-21

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 and 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 regular full-time and part-time Educational Support Professionals employed by the Martha's Vineyard Regional High School District Committee and the School Committees of Tisbury, Oak Bluffs, and Edgartown, excluding all managerial and confidential employees and all other employees of the Committees.

The Committee agrees not to negotiate with any organization other than the above-named Association as the exclusive bargaining agent pursuant to M.G.L. Chapter 150E.

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

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. 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.

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.

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 receiving 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.

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.

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: DEFINITIONS

The Committee retains the right to use Educational Support Professionals interchangeably. The Committee shall not interchange Educational Support Professionals as a means of reprisal.

It is recognized that the teacher is primarily responsible for the conduct of the classroom and the design of curriculum and instruction. An Educational Support Professional's job description will not include designing lesson plans and assessments, relaying information to parents regarding students, or attending parent conferences. In the absence of the classroom teacher, in which the Educational Support Professional has chosen to take on the role of a substitute teacher, the Educational Support Professional will be compensated in accordance with Article XXIV.

A full-time Educational Support Professional is one who has been assigned to work on a regular basis at least thirty (30) hours per week.

ARTICLE V: NON-DISCRIMINATION

This Agreement shall be administered impartially and without regard to age, race, color, sex, religion, national origin, sexual orientation, or disability.

ARTICLE VI: TERM OF HIRE

Educational Support Professionals will be hired on a year to year basis. ESPs will be notified in writing by June 1 whether or not they are to be rehired.

ARTICLE VII: EXIT INTERVIEW

Educational Support Professionals who are non-renewed will have the right, if they so elect, to appear before the Superintendent with a representative of their choice.

ARTICLE VIII: WORK YEAR

The normal length of the contract year shall be one hundred eighty four (184) work days. This contract year shall include one hundred eighty (180) pupil days; two (2) preparation days before pupils report; one (1) professional day, which will be the day prior to the two (2) preparation days; and one (1) day that will be in exchange for their attendance at one staff meeting per month as scheduled by their building principal. Additionally, ESPs will be allowed to leave their buildings at 1:00 PM on parent-teacher conference days. The work year for part-time employees will be determined prior to the commencement of each school year and will not be reduced during the school year unless a reason is given.

New hires may be required to work the two (2) days immediately before the professional development day at the beginning of the year. Returning employees may be required to work the day immediately preceding the professional development day at the beginning of the year. All employees may be required to attend PD on the October PD day. In every case, employees must be notified in writing twenty one (21) calendar days prior to the date(s) required and they will be paid at their current hourly wage for the time worked.

Part-time employees may be required to work two (2) days immediately before and two (2) days immediately after the school year, at the discretion of the building administrator, and they will be compensated at their current wage. Full-time employees may be required to work two (2) days immediately after the school year, at the discretion of the building administrator. If employees are required to work immediately before or after the school year, they will be so notified at least fourteen (14) calendar days prior to the commencement of the additional work.

The employees covered by this contract agree to select representatives among them to participate in a study group to be formed by the Superintendent of Schools to look at the feasibility of creating year-round positions in the Shared Services Programs to address Extended School Year needs. Additional members of this committee will be agreed upon by the Assistant Advisory Board, union leadership, and the Superintendent.

The day before Thanksgiving shall be counted as a full day for pay purposes, but Educational Support Professionals will be dismissed at the same time as teachers.

ARTICLE IX: JOB ASSIGNMENT AND HOURS

The school district reserves the right to determine the number, schedule, and assignment of all Educational Support Professionals. Hours and workloads will be described in the individual work agreement. Such assignments, hours, and workloads as determined prior to commencement of each school year will not be reduced during the school year without a given reason. Educational Support Professionals will be assigned to such duties with input from the direct supervisor and the building administrator. These hours will be: High School – 6.75 hours; Elementary Schools – 6.25 and 6.5 hours for 2016-2017, and then all 6.5 hours beginning in the fall of 2017. School year 2022-2023 and school year 2023-2024, these hours will be 6.75 hours for the High School and 6.5 hours for the Elementary Schools. School year 2024-2025, these hours will be 6.75 hours for the high School and Elementary Schools.

Every effort will be made to notify employees in writing of their assignment for the year by August 1, stating hourly wage.

Educational Support Professionals will not be required to attend field trips, professional day workshops (outside of the one agreed upon professional day) and open houses which extend beyond the normal work day. If an Educational Support Professional participates in a field trip, professional day workshop, or open house as assigned by the building principal, they will be paid for their hourly rate for hours worked. Educational Support Professionals who volunteer to attend field trips that extend beyond the normal work day will not be compensated for their hours worked beyond the normal school day. Any time over forty (40) hours must be compensated at time and a half as per the Fair Labor Standards Act.

ARTICLE X: LEAVE

Sick Leave

Full-time Educational Support Professionals will receive eighteen (18) days of sick leave, 6 of which may be taken as personal, each year for absences resulting from illness or accident to the Educational Support Professionals. Such sick leave may accumulate, to the extent it is not used, up to two hundred (200) days. Part-time Educational Support Professionals will have sick leave pro-rated on the basis of their assignment hours and will be allowed to accumulate sick leave up to one hundred fifty (150) days.

An Educational Support Professional's personal sick leave days may be used in the event of serious family illness (i.e. mother, father, spouse, or children). An employee's sick leave days may be used in the event of a death in the immediate family (i.e. mother, mother-in-law, father, father-in-law, spouse, brother, sister, or child).

The Superintendent may, at his discretion, request a doctor's certification of any illness which is the basis for use of sick leave. The sick leave allowable for any year shall be available in full at the commencement of the year.

After fifteen (15) years of continuous service, Educational Support Professionals retiring from a local school system shall be paid for accumulated sick leave at the rate of thirty dollars (\$30.00) per day. Upon the death of an Educational Support Professional who has worked for a local school system for fifteen (15) or more years, their estate will receive payment for accumulated sick leave at the above rate.

An Educational Support Professional moving to a teaching position within the same school shall retain their accumulated sick days.

Bereavement Leave

Up to five (5) days of leave with pay will be granted each time there is a death of a member's immediate family or a more distant relative residing in said member's household. The Superintendent may authorize two (2) additional days leave when deemed advisable by the existing circumstances. The immediate family shall be defined as parents, spouse, spousal equivalent, children, brother, sister, grandparents, parents-in-law, stepfamily, grandchildren, foster children and individuals residing in the member's household.

The superintendent may grant up to 5 days per school year in the event of the death of a person of significance.

Personal Leave

Each Educational Support Professional shall be allowed up to six (6) days of 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 school hours. No more than three (3) of these days may be used consecutively. However, upon notification to and approval by the principal, an Educational Support Professional may use more than three days consecutively, for valid reasons. It is the intention of the parties that leave under this article shall be available for reasons of hardship or pressing need and not merely for personal convenience. Decisions of the principal in this regard shall not be grievable or arbitrable. The days used as personal days shall be deducted from sick leave.

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

Extended Leaves Without Pay

Other leaves without pay may be granted by the School Committee at its discretion. Due consideration will be given to each request.

For those employees who have served for more than three (3) consecutive school years, approval of said request for leave may not be unreasonably withheld.

All benefits and wages to which an employee was entitled at the time their leave of absence commenced shall be restored to them upon return, and they shall be returned to a comparative assignment within the school to that which they held immediately prior to going on leave.

Jury Duty

An Educational Support Professional who is required to serve jury duty or who is subpoenaed to court in a case in which they are not a party will receive leave with pay to fulfill said obligation. The Educational Support Professional must reimburse the school for fees received in serving this obligation.

Sick Bank

A Joint Sick Leave Bank consisting of ESPs, Custodians, ASPs and Food Service Workers is available for use by eligible members covered by this Agreement who have exhausted their own sick leave and who have a serious illness or whose child under the age of 21 has a serious illness. The Bank shall be maintained at a minimum of one (1) day per staff member and a maximum of two (2) days per staff member. First-year members in the Martha's Vineyard School System shall contribute two (2) days to the Sick Leave Bank.

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 thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the Committee to serve at its discretion, and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. In the case of a tie vote, the matter shall be resolved in favor of the applicant. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave.

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick-leave.
3. Length of service in any of the school systems.
4. Propriety of use of previous sick leave.

If the Joint Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement who has accrued ten (10) or more sick days. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the Bank. The decision of the Sick Leave Bank Committee, with respect to eligibility and entitlement, shall be final and binding and not subject to appeal.

The employer will pay an employee one hundred percent (100%) of their base wages within one year of birth/placement for ten (10) work days in year 1 of the contract, fifteen (15) work days in year 2 of the contract and twenty (20) work days in year three of the contract of parental leave for 1) The purpose of giving birth and/or bonding with a newborn child or 2) The placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for one foster placement, adoption with the employee who is adopting or intending to adopt a child. If both parents are eligible, this time shall not be taken simultaneously.

ARTICLE XI: EVALUATION

All evaluation monitoring or observation of an Educational Support Professional's job performance shall be conducted openly by the Director of Special Education or the building Principal or Assistant Principals, where applicable.

All Educational Support Professional in the Martha's Vineyard Public Schools (MVPS) shall be evaluated with the same instrument.

All Educational Support Professionals will meet with their evaluator in September of each school year in order to review the MVPS Educational Support Professional Evaluation Instrument and complete the necessary components.

Evaluations will be conducted annually by the Director of Special Education, or building Principal, or Assistant Principals, where applicable. An Educational Support Professional's evaluation will include input from all teachers with whom they work.

Each Educational Support Professional shall be given a copy of any formal evaluation and will have the right to discuss said evaluation with their supervisor at the end of the year. The ESP may submit a written response which would be included in the personnel file.

ARTICLE XII: STUDENT DISCIPLINE

If a student is sent to the Supervisor for disciplinary reasons with a written note from the Educational Support Professional, the Supervisor will acknowledge receipt of the note in writing and the fact that the matter has been dealt with.

ARTICLE XIII: REDUCTION IN FORCE

When and if the Committee reduces the number of employees included in the bargaining unit, the Committee shall make a reasonable effort to accomplish said reductions by attrition.

In determining the order in which Educational Support Professionals are to be laid off within their bargaining unit the Committee shall consider seniority, overall competence, and the needs of the school. In considering competence, evaluations shall be considered.

Employees who have served more than three (3) consecutive school years and who have been laid off under the terms of this Contract shall be allowed a recall period of twelve (12) months from September 1 immediately following layoff.

Employees shall be recalled in each separate school system at the discretion of the particular School Committee.

ARTICLE XIV: JOB PROTECTION

No employee who has completed ninety (90) work days of their first year of employment shall be discharged, suspended, or docked in pay during the school year without just cause.

During the first three (3) school years of an employee's service, they shall be considered a probationary employee and their renewal, or non-renewal is at the discretion of the Committee.

After serving three (3) consecutive school years, a non-renewal cannot be based on arbitrary or unreasonable grounds.

ARTICLE XV: ASSOCIATION DUES

The Committee agrees to deduct from the salaries of employees dues for the Martha's Vineyard Educators Association, the Massachusetts Teachers Association, and the National Education Association, provided that the employees individually and voluntarily authorize the Committee to deduct on a form mutually acceptable to both parties. Deductions shall be made in five (5) equal installments from the 1st payroll of the following months: October, November, January, February and March.

The amount of dues to be deducted for each school year must be certified by the Association to the School Committee by September 15.

Every employee covered by this Agreement who is not a member in good standing of the Association shall pay, or by payroll deduction shall have paid, to the Association an agency service fee of eighty percent (80%) of the annual dues per year, provided, however, that in no case shall such condition arise before the thirtieth day next following the date of the beginning of the employee's employment or the effective date of this Agreement, whichever date shall be the later.

Massachusetts State Legislation protects Right to Join. 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

Educational Support Professionals agree that insurance annuities may be deducted from their salaries over a period of time and in accordance with appropriate law.

ARTICLE XVI: VACANCIES

The Association will be notified in writing when a teacher vacancy becomes available.

ARTICLE XVII: MILEAGE

Educational Support Professionals who are required, as part of their daily or weekly schedule, to travel between schools shall be paid for such travel at the applicable IRS rate.

ARTICLE XVIII: INSURANCE

Seventy-five percent (75%) of the cost of a Regional School health insurance plan will be paid by the employer for those Educational Support Professionals employed by the Regional School District who work twenty (20) hours or more per week.

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.

Educational Support Professional retirees are entitled to the same percentage contribution and the same plan provided by the Town(s) to its/their retired employees, and as provided by the Region(s) to its/their retired employees.

Educational Support Professionals employed by separate town School Committees who work Twenty (20) hours or more per week will be eligible for insurance coverage consistent with the vote of the respective town. Premiums will be deducted from the paychecks of eligible and participating employees.

Effective September 1, 2014, the Committee and the Association agree to the establishment of a “cafeteria” or 125 Plan for Martha’s Vineyard Regional High School and Up-Island Regional Schools. Districts will assume the set-up costs for this program, but ongoing third party administrative costs will come from the fund itself.

ARTICLE XIX: DUTY - FREE LUNCH

The Committee and the Association agree that all Educational Support Professionals have a duty-free lunch period of thirty (30) minutes.

ARTICLE XX: LONGEVITY

Educational Support Professionals shall be recognized for years of service to the school system by an annual longevity payment in addition to regular salary or wages, as follows:

After completing ten (10) years of service -	\$2,100.00
After completing fifteen (15)years of service -	\$2,800.00

After completing twenty 20years of service -	\$3,450.00
After completing twenty-five (25)years of service -	\$4,000.00
After completing thirty (30) years of service -	\$4,750.00

ARTICLE XXI: RETIREMENT

Educational Support Professionals who are eligible for participation in the Dukes County Retirement System because of the total number of hours worked or total wages during one year must participate in the County Retirement System.

ARTICLE XXII: NEGOTIATION PROCEDURE

The Committee and the Association agree to enter into negotiations over a successor agreement no later than December 15 of the year preceding the expiration of this Contract.

ARTICLE XXIII: 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 slow-down, or the illegal withholding of services. The Association further agrees that they 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 XXIV: PAY FOR SUBSTITUTING FOR A TEACHER

ESPs, on occasion, will be asked to perform the services of a substitute teacher. If an ESP performs the services of a substitute teacher, they will be paid thirteen dollars (\$13.00) for any portion of time between 1-60 minutes for the first hour and \$13 per hour thereafter. At the end of each two (2) week pay period, the total number of substitute hours will be calculated and rounded to the next hour. In the case of short-term substitute situations, when a Principal determines to utilize a substitute teacher in a classroom, the Educational Support Professionals assigned to that classroom will be given the first option to serve as the substitute teacher. This does not apply to long-term substitute situations and only applies if the Principal

determines to utilize a substitute teacher on any given occasion. If the Principal feels it will create a hardship for students if certain ESPs are pulled to substitute, they will meet with the ESP involved as well as a union leader, to discuss and resolve the issue. This Article does not operate to guarantee that a Principal will determine to utilize a substitute teacher, nor does it guarantee that in the case that the ESP serves as a substitute teacher, that the Principal will hire a substitute ESP for that classroom. This applies only when an ESP is substituting for a teacher. Staffing decisions are a managerial prerogative.

ARTICLE XXV: PAY FOR WORKING WITH STUDENTS WITH INTENSIVE SPECIAL NEEDS

Educational Support Professionals, whose assignments include working with intensive special needs students when determined by the administration, shall receive a differential of five dollars (\$5.00) per hour in addition to the regular hourly rate, for all hours during which they are providing direct services to such students. A member may appeal directly to the Superintendent if the differential is denied at the building level. Determination of payment will be based upon the language in Appendix A. Additionally, all ESPs receiving the five dollars (\$5.00) differential may be required to stay after school for one (1) hour per week for a staff meeting, for which they will be paid their hourly salary plus the differential.

Educational Support Professionals working with students with intensive special needs will be required to undergo appropriate training sponsored by the School District.

Should an Educational Support Professional fill in for another Educational Support Professional who receives this additional stipend, they will only receive the stipend if they have received the appropriate training.

ARTICLE XXVI: ACCOUNTABILITY FOR TIME

Educational Support Professionals agree that each member will be responsible to account for their time spent working as Educational Support Professionals in accordance with the process and form established by the Superintendent and/or the Superintendent's designees.

ARTICLE XXVII: PROTECTION/ASSAULT

Employees shall report all cases of assault 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 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 upon the employee.

All newly hired ESPs will participate in de-escalation training within their first year of employment at the expense of the District. Previously trained employees will participate in re-certification training, at the expense of the District, each year it is required.

ARTICLE XXVIII: SMOKING POLICY

Smoking is strictly prohibited in school buildings or on school grounds.

ARTICLE XXIX: TRANSPORTATION

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

ARTICLE XXX: REPRODUCTION OF CONTRACT

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.

ARTICLE XXXI: 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 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: DURATION

This Contract shall become effective the First Day of July 2022 and shall continue in effect to and including the Thirty-first day of August 2025 and shall be automatically renewed 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 Scale included herein shall be in effect for the period of September 1, 2025 to and including August 31, 2028 or as extended in successive years by mutual agreement of the parties hereto.

ARTICLE XXXIII: SAFETY AGREEMENT

The parties agree that safety is an ongoing concern and that from time to time safety policies will be established as conditions of employment, which will be set forth and promulgated in the Island-Wide Policy Manual.

ARTICLE XXXIV: TRANSFER BETWEEN ISLAND DISTRICTS

An employee who transfers from one Island School District to another Island School District without a break in service will be allowed to carry over to the new school district their accumulated sick leave.

ARTICLE XXXV: 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%) 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 XXXVI: ADVISORY BOARD

An Advisory Board will be established, parallel to the Teachers' Advisory Board, which will meet with the Superintendent four (4) times per year.

Among the issues to be discussed is an Island-wide policy on recruitment, training, and ongoing support for all Educational Support Professionals in servicing students.

ARTICLE XXXVII: CONTINUING EDUCATION, COURSE/WORKSHOP REIMBURSEMENT AND ASSOCIATED COSTS

Educational Support Professionals shall be permitted to request of the Superintendent prior approval for reimbursement for courses, workshops, or conferences, provided that such requests are made through and with the recommendation of the principal and that these conferences, workshops, or courses pertain to the present position of the Educational Support Professionals.

Such reimbursements shall be subject to availability of funds and shall be limited to four hundred dollars (\$400.00) per year for an individual Educational Support Professional.

In each year of this agreement, a pool of two thousand four hundred dollars (\$2,400.00) per year for each district will be made available for course reimbursement.

Additionally, Education Support Professionals are encouraged to take coursework towards licensure as a teacher in Massachusetts and shall be permitted to request of the Superintendent prior approval for

reimbursement of such coursework, provided that requests are made through and with the recommendation of the principal. The Committee agrees to pay up to three hundred fifty dollars (\$350.00) for each semester hour taken by an ESP for such coursework, not to exceed nine (9) semester hours in any year (September 1 – August 31). Hours in excess of nine (9) credits in any one (1) year cannot be carried over to subsequent years for the purpose of reimbursement. It is understood that such coursework reimbursements shall be subject to availability of funds.

Signed and sealed as of the _____ day of _____ 2025.

For the Association

For the School Committee

Martha's Vineyard Educators Association

M.V. Superintendency Union #19 School Committee

APPENDIX A

Educational Support Personnel (ESP) Salary Schedule 2025/2026 (3.50%)

Class/Step	1	2	3	4	5	6	7	8
Regular	\$28.61	\$30.05	\$31.55	\$33.13	\$34.79	\$36.53	\$38.36	\$40.17
w/Bachelors	\$29.17	\$30.63	\$32.17	\$33.77	\$35.46	\$37.24	\$39.10	\$40.91
w/Masters	\$29.77	\$31.26	\$32.81	\$34.44	\$36.17	\$37.98	\$39.88	\$41.69

Educational Support Personnel (ESP) Salary Schedule 2026/2027 (3.50%)

Class/Step	1	2	3	4	5	6	7	8	9
Regular	\$29.61	\$31.10	\$32.65	\$34.29	\$36.01	\$37.81	\$39.70	\$41.58	\$43.39
w/Bachelors	\$30.19	\$31.70	\$33.30	\$34.95	\$36.70	\$38.54	\$40.47	\$42.34	\$44.16
w/Masters	\$30.81	\$32.35	\$33.96	\$35.65	\$37.44	\$39.31	\$41.28	\$43.15	\$44.96

Educational Support Personnel (ESP) Salary Schedule 2027/2028 (3.50%)

Class/Step	1	2	3	4	5	6	7	8	9	10
Regular	\$30.65	\$32.19	\$33.79	\$35.49	\$37.27	\$39.13	\$41.09	\$43.04	\$44.91	\$46.72
w/Bachelors	\$31.25	\$32.81	\$34.47	\$36.17	\$37.98	\$39.89	\$41.89	\$43.82	\$45.71	\$47.51
w/Masters	\$31.89	\$33.48	\$35.15	\$36.90	\$38.75	\$40.69	\$42.72	\$44.66	\$46.53	\$48.35

*** HOURLY PAY DIFFERENTIAL FOR WORKING WITH STUDENTS WITH INTENSIVE SPECIAL NEEDS (*to be paid only for hours working with such students*) . These students may require constant supervision for safety or disciplinary reasons, frequent lifting or changes of position, toileting assistance, or other supports involving a heightened level of personal or educational care.**

2026-2028 = \$5.00/hr. in addition to their hourly pay according to the above scale.

APPENDIX B

INTERPRETER

The Committees agree that the positions of Interpreter for the disabled and Interpreter for English as a Second Language students are included in the Educational Support Professionals bargaining unit. This person is, therefore, entitled to the same contractual rights and benefits as all other members of the bargaining unit, but will receive the following salary:

Interpreters will be paid in accordance with the ESP salary schedule but will also receive a three dollar (\$5.00) differential for all hours worked.

AGREEMENT AMONG

Martha's Vineyard Educators Association



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

JULY 1, 2025- JUNE 30, 2028

MARTHA'S
VINEYARD
ALL COMBINED CONTRACTS

**ADMINISTRATIVE SUPPORT
PERSONNEL (ASP)**

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I.	RECOGNITION	A-4
II.	MANAGEMENT RIGHTS	A-4
III.	GRIEVANCE PROCEDURE	A-4
IV.	RIGHTS AND RESPONSIBILITIES	A-5
	• NON-DISCRIMINATION	A-5
	• PROTECTION/ASSAULT OR HARASSMENT	A-6
V.	WORK YEAR	A-6
VI.	INITIAL STEP PLACEMENT	A-8
VII.	STEP ADVANCEMENT	A-8
VIII.	PROMOTIONS	A-8
IX.	PROBATIONARY PERIOD	A-9
X.	JUST CAUSE	A-9
XI.	SENIORITY	A-10
XII.	WORK LOCATION TRANSFERS	A-10
XIII.	TRANSFERS	A-10
XIV.	OVERTIME AND CALL BACK	A-11
XV.	PAID LEAVES OF ABSENCE	A-11
	• JURY DUTY	A-11
	• RESERVE DUTY	A-11
	• BEREAVEMENT LEAVE	A-11
XVI.	PERSONAL LEAVE	A-12
XVII.	SICK LEAVE	A-12
XVIII.	OTHER LEAVES OF ABSENCE	A-14
XIX.	HOLIDAYS	A-15
XX.	VACATIONS	A-16
XXI.	EVALUATION	A-17
XXII.	ASSOCIATION DUES AND DEDUCTIONS	A-18
XXIII.	REDUCTION IN FORCE	A-18
XXIV.	CONTINUING EDUCATION, COURSE/ WORKSHOP REIMBURSEMENT AND ASSOCIATED COSTS	A-19
XXV.	SUB-CONTRACTING	A-20
XXVI.	GENERAL	A-20
	• MILEAGE	A-20
	• SMOKING POLICY	A-20
	• OFF CAMPUS DUTIES	A-20
	• REPRODUCTION OF AGREEMENT	A-20
	• TRANSPORTING STUDENTS	A-21
	• STAFF DEVELOPMENT	A-21
XXVII.	LONGEVITY	A-21

XXVIII.	WORKERS' COMPENSATION	A-21
XXIX.	STIPEND FOR SUBSTITUTE CALLING	A-22
XXX.	NO STRIKE CLAUSE	A-22
XXXI.	SCOPE OF AGREEMENT	A-22
XXXII.	SAVINGS CLAUSE	A-23
XXXIII.	DURATION	A-23
XXXIV.	SAFETY AGREEMENT	A-23
XXXV.	TRANSFER BETWEEN ISLAND DISTRICTS	A-23
XXXVI.	INSURANCE	A-24
XXXVII.	DENTAL INSURANCE	A-24
XXXVIII	STUDY COMMITTEE	A-24
 APPENDIX A	 ASP SALARY SCHEDULE	 A-26

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

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. 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.

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.

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 receiving 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.

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.

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

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.

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 YEAR¹

Full-Time

1. 1827 hours – Administrative Support Personnel (ASP) in this category will work thirty-five (35) hours per week for fifty-two (52) weeks.
2. 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.
3. 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 a 30 minute duty free lunch during the hours when cafeteria lunch is served , 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.

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).

¹ See Appendix A for changes to hours in years 2 and 3 of the contract.

Less Than School Year

Administrative Support Personnel (ASP) who work less than fourteen hundred (1400) 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.

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.

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 ninety (90) 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.

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.

Equal Seniority

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

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

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.

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.

Bereavement Leave

Up to five (5) days of leave with pay will be granted each time there is a death of a member's immediate family or a more distant relative residing in said member's household. The Superintendent may authorize two (2) additional days leave when deemed advisable by the existing circumstances. The immediate family shall be defined as parents, spouse, spousal equivalent, children, brother, sister, grandparents,

parents-in- law, stepfamily, grandchildren, foster children and individuals residing in the member's household.

The superintendent may grant up to 5 days per school year in the event of the death of a person of significance.

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 LEAVE²

Any employee desiring a leave of absence heretofore described, or a leave of absence for any other reason not specified below, 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.

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.

² See Appendix A for changes to hours in years 2 and 3 of the contract.

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.

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.

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.

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).

Sick Bank

A Joint Sick Leave Bank consisting of ESPs, Custodians, ASPs and Food Service Workers is available for use by eligible members covered by this Agreement who have exhausted their own sick leave and who have a serious illness or whose child under the age of 21 has a serious illness. The Bank shall be maintained at a minimum of one (1) day per staff member and a maximum of two (2) days per staff member. First-year members in the Martha's Vineyard School System shall contribute two (2) days to the Sick Leave Bank.

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 thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members.

Three (3) members shall be designated by the Committee to serve at its discretion, and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. In the case of a tie vote, the matter shall be resolved in favor of the applicant. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave.

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick-leave.
3. Length of service in any of the school systems.
4. Propriety of use of previous sick leave.

If the Joint Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement who has accrued ten (10) or more sick days. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the Bank. The decision of the Sick Leave Bank Committee, with respect to eligibility and entitlement, shall be final and binding and not subject to appeal.

ARTICLE XVIII: OTHER LEAVES OF ABSENCE

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.

Parental Leave

The employer will pay an employee one hundred percent (100%) of their base wages within one year of birth/placement for ten (10) work days in year 1 of the contract, fifteen (15) work days in year 2 of the contract and twenty (20) work days in year three of the contract of parental leave for 1) The purpose of giving birth and/or bonding with a newborn child or 2) The placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for one foster placement, adoption with the employee who is adopting or intending to adopt a child. If both parents are eligible, this time shall not be taken simultaneously.

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.

ARTICLE XIX: HOLIDAYS³

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
½ DAY BEFORE NEW YEAR'S
CHRISTMAS DAY

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

³ See Appendix A for changes to hours in years 2 and 3 of the contract.

- B. Full-time employees who are classified as 1400-hour Administrative Support Personnel (ASP) are not entitled to holidays.
- C. Part-time employees are not entitled to holidays.
- D. Employees are entitled to take allowed holidays off with commensurate pay for the daily hours scheduled during that work period.
- E. 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.
- F. 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.
- G. 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. Full-time ASPs' LENGTH OF SERVICE

After completing one (1) year -	twelve (12) days
After completing two (2) years -	fifteen (15) days
After completing five (5) years -	eighteen (18) days
After completing ten (10) years -	twenty (20) days
After completing twenty (20) years -	twenty-five (25) days

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.
- G. Vacation shall accrue from date of hire at the rate of one day per month on the first day of each month from the date of hire through June 30. Up to five vacation days carried over automatically, any unused vacation beyond will be changed into accrued sick leave days.

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: CONTINUING EDUCATION, COURSE/WORKSHOP REIMBURSEMENT AND ASSOCIATED COSTS

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

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.

Smoking Policy

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

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.

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.

Transporting Students

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

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

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

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

After completing ten (10) years	-	\$ 2,100.00
After completing fifteen (15) years	-	\$ 2,800.00
After completing twenty (20) years	-	\$ 3,450.00
After completing twenty (25) years	-	\$ 4,000.00
After completing thirty (30) years	-	\$ 4,750.00

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

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 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 2025 and shall continue in effect, with regard to language only, to and including the Thirtieth Day of June 2028 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, 2025, to and including June 30, 2028, 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 a 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 of 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.

Signed and sealed as of the _____ day of _____ 2025.

For the Association

For the School Committee

Martha's Vineyard Educators Association

M.V. Superintendency Union #19 School Committee

APPENDIX A

Administrative Support Personnel (ASP) Salary Schedule 2025/2026 (+3.50%)

Step	1	2	3	4	5	6	7	8	9	10
Hourly	\$30.92	\$32.47	\$34.07	\$35.79	\$37.58	\$40.20	\$42.22	\$44.38	\$46.61	\$48.42
1827	\$56,491	\$59,323	\$62,246	\$65,388	\$68,659	\$73,445	\$77,136	\$81,082	\$85,156	\$88,463
1715	\$53,028	\$55,686	\$58,430	\$61,380	\$64,450	\$68,943	\$72,407	\$76,112	\$79,936	\$83,040
1645	\$50,863	\$53,413	\$56,045	\$58,875	\$61,819	\$66,129	\$69,452	\$73,005	\$76,673	\$79,651
1400	\$43,288	\$45,458	\$47,698	\$50,106	\$52,612	\$56,280	\$59,108	\$62,132	\$65,254	\$67,788

Administrative Support Personnel (ASP) Salary Schedule 2026/2027 (+3.50%)

High School/Central Office

Step	1	2	3	4	5	6	7	8	9	10
Hourly	\$32.00	\$33.61	\$35.26	\$37.04	\$38.90	\$41.61	\$43.70	\$45.93	\$48.24	\$50.11
1827	\$58,464	\$61,405	\$64,420	\$67,672	\$71,070	\$76,021	\$79,840	\$83,914	\$88,134	\$91,551
1715	\$54,880	\$57,641	\$60,471	\$63,524	\$66,714	\$71,361	\$74,946	\$78,770	\$82,732	\$85,939
1645	\$52,640	\$55,288	\$58,003	\$60,931	\$63,991	\$68,448	\$71,887	\$75,555	\$79,355	\$82,431
1400	\$44,800	\$47,054	\$49,364	\$51,856	\$54,460	\$58,254	\$61,180	\$64,302	\$67,536	\$70,154

Elementary

Step	1	2	3	4	5	6	7	8	9	10
Hourly	\$32.00	\$33.61	\$35.26	\$37.04	\$38.90	\$41.61	\$43.70	\$45.93	\$48.24	\$50.11
1950	\$62,400	\$65,540	\$68,757	\$72,228	\$75,855	\$81,140	\$85,215	\$89,564	\$94,068	\$97,715
1827.5	\$58,480	\$61,422	\$64,438	\$67,691	\$71,090	\$76,042	\$79,862	\$83,937	\$88,159	\$91,576
1752.5	\$56,080	\$58,902	\$61,793	\$64,913	\$68,172	\$72,922	\$76,584	\$80,492	\$84,541	\$87,818
1500	\$48,000	\$50,415	\$52,890	\$55,560	\$58,350	\$62,415	\$65,550	\$68,895	\$72,360	\$75,165

Administrative Support Personnel (ASP) Salary Schedule 2027/2028 (+3.50%)

High School/Central Office

Step	1	2	3	4	5	6	7	8	9	10
Hourly	\$33.12	\$34.78	\$36.49	\$38.34	\$40.26	\$43.07	\$45.23	\$47.54	\$49.93	\$51.86
1827	\$60,510	\$63,543	\$66,667	\$70,047	\$73,555	\$78,689	\$82,635	\$86,856	\$91,222	\$94,748
1715	\$56,801	\$59,648	\$62,580	\$65,753	\$69,046	\$73,865	\$77,569	\$81,531	\$85,630	\$88,940
1645	\$54,482	\$57,213	\$60,026	\$63,069	\$66,228	\$70,850	\$74,403	\$78,203	\$82,135	\$85,310
1400	\$46,368	\$48,692	\$51,086	\$53,676	\$56,364	\$60,298	\$63,322	\$66,556	\$69,902	\$72,604

Elementary

Step	1	2	3	4	5	6	7	8	9	10
Hourly	\$33.12	\$34.78	\$36.49	\$38.34	\$40.26	\$43.07	\$45.23	\$47.54	\$49.93	\$51.86
1950	\$64,584	\$67,821	\$71,156	\$74,763	\$78,507	\$83,987	\$88,199	\$92,703	\$97,364	\$101,127
1827.5	\$60,527	\$63,560	\$66,685	\$70,066	\$73,575	\$78,710	\$82,658	\$86,879	\$91,247	\$94,774
1752.5	\$58,043	\$60,952	\$63,949	\$67,191	\$70,556	\$75,480	\$79,266	\$83,314	\$87,502	\$90,885
1500	\$49,680	\$52,170	\$54,735	\$57,510	\$60,390	\$64,605	\$67,845	\$71,310	\$74,895	\$77,790

AGREEMENT AMONG

Martha's Vineyard Educators Association



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

JULY 1, 2025- JUNE 30, 2028

MARTHA'S
VINEYARD
ALL COMBINED CONTRACTS

CUSTODIANS

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I.	RECOGNITION	C-4
II.	MANAGEMENT RIGHTS	C-4
III.	GRIEVANCE PROCEDURE	C-4
IV.	RIGHTS AND RESPONSIBILITIES	C-5
V.	WORK CATEGORIES AND WORK YEAR	C-6
VI.	INITIAL STEP PLACEMENT	C-7
VII.	STEP ADVANCEMENT	C-7
VIII.	PROMOTIONS	C-7
IX.	PROBATIONARY PERIOD	C-8
X.	JUST CAUSE	C-8
XI.	SENIORITY	C-9
XII.	WORK LOCATION TRANSFERS	C-9
XIII.	JOB-RELATED DUTIES	C-10
XIV.	OVERTIME AND CALL BACK	C-10
XV.	PAID LEAVES OF ABSENCE	C-11
XVI.	PERSONAL LEAVE	C-12
XVII.	SICK LEAVE	C-12
XVIII.	UNPAID LEAVES OF ABSENCE	C-14
XIX.	HOLIDAYS	C-15
XX.	VACATIONS	C-16
XXI.	EVALUATION	C-17
XXII.	ASSOCIATION DUES AND DEDUCTIONS	C-17
XXIII.	REDUCTION IN FORCE	C-19
XXIV.	CONTINUING EDUCATION, COURSE/ WORKSHOP REIMBURSEMENT AND ASSOCIATED COSTS	C-20
XXV.	SUB-CONTRACTING	C-20
XXVI.	NIGHT SHIFT DIFFERENTIAL	C-20
XXVII.	GENERAL:	C-20
	• MILEAGE	C-20
	• SMOKING POLICY	C-21
	• OFF CAMPUS DUTIES	C-21
	• REPRODUCTION OF AGREEMENT	C-21
	• TRANSPORTING STUDENTS	C-21
	• METHOD OF PAY	C-21
	• DRESS CODE	C-21
XXVIII.	LONGEVITY	C-21
XXIX.	WORKERS' COMPENSATION	C-22
XXX.	NO STRIKE CLAUSE	C-22
XXXI.	SCOPE OF AGREEMENT	C-22

XXXII.	SAVINGS CLAUSE	C-23
XXXIII.	DURATION	C-23
XXXIV.	SAFETY AGREEMENT	C-23
XXXV.	INSURANCE	C-23
XXXVI.	DENTAL INSURANCE	C-24
APPENDIX A	CUSTODIAN SALARY SCHEDULE	C-25

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, Up-Island Regional School District Committee and the Custodians Unit of the Martha's Vineyard Educators Association. The Union Committee, the Martha's Vineyard Regional High School District Committee, 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 custodians, Head Custodians/Grounds Keepers, 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

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. 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.

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.

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 receiving 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.

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.

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

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.

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 CATEGORIES AND WORK YEAR

Work Categories

- A. Custodians will be classified as Head Custodian, Grounds Keeper and as Regular Custodian.
- B. There will be only one Head Custodian in each building. It is understood that each building shall have one Head Custodian assigned to it.
- C. A substitute custodian, although not a member of the bargaining unit, will be placed on Step 1 - 4 of the regular salary schedule for pay purposes for the remainder of the substitute custodian's service based upon experience at the discretion of the building Principal/Head of School or their designee.
- D. A custodian who temporarily replaces a head custodian will be compensated each pay period on the head custodian's pay schedule; however, the regular custodian will maintain their regular custodian step.

Work Year

- A. Full-time: Full-time Custodians will work a twelve-month year at forty (40) hours per week.
- B. Part-time: Part-time Custodians are those who work (1) a 12-month year but less than forty (40) hours per week; or (2) less than a 12-month year.
- C. The day before Thanksgiving shall be counted as a full day for pay purposes. Custodians will be dismissed at the same time as teachers and assistants as long as their respective responsibilities have been fulfilled, as determined by the Administrative Supervisor.
- D. All vacation days should be considered 8-hour days whether taken in the summer or winter and may be applied to a forty (40) hour work week. A day is a day.

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 instead move to the next step in accordance with Article IX.

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

Excluding summer vacations, whenever a vacancy occurs in either a full-time or part-time position within a particular district, which the Committee intends to fill and which may be filled by a current member of the Unit in that district, or when a new position is created in that district, the Committee shall post a notice of the vacancy together with a description of the duties required of that position and the applicable pay rate will be appropriately publicized, to include the local newspapers and hiring websites, by the Superintendent listing it on the School District classified email and any other appropriate means until vacancy is filled. The Committee shall also send a copy of the notice to the Association president.

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 a 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 in its district and the seniority of applicants employed by the district will be taken into consideration.

ARTICLE IX: PROBATIONARY PERIOD

- A. Each employee hired to fill a bargaining unit position shall serve a ninety (90) 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/may accrue and use sick leave on an earned pro-rata basis.
- B. Holidays will be available to said full-time employee during the employee's 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.
- 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

- A. 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 the custodian(s) is employed.
- B. 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.
- C. In the event of equal seniority, the Committee will review the evaluations in breaking a tie.
- D. A separate seniority list for each school system shall be supplied by the Committee(s) annually not later than September 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.

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.

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.

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 March 15 of the preceding school year. When the Committee grants an employee's request for transfer, it shall notify the employee as soon as practical.

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.

ARTICLE XIII: JOB-RELATED DUTIES

- A. In addition to keeping the buildings clean and maintaining said buildings and grounds, custodians are responsible for receiving all supplies, equipment, foodstuffs (including milk), books and other materials, and for distributing same throughout the buildings.
- B. All custodians are required to participate in two (2) mandatory training sessions related to their duties per year (AHERA, pesticides, water/air quality, OSHA, etc.). Each session shall be no more than four (4) hours and will be scheduled during work hours.
- C. All head custodians are required to participate in up to two (2) mandatory staff development days per year. Staff development sessions shall be limited to no more than four (4) hours per day, and such sessions shall be related to building maintenance, heating, electrical, a/c, irrigation systems, etc. as determined by the building Principal.
- D. Staff Development sessions referenced above will be scheduled during the superintendent-determined PD which will occur on one (1) full day in October. If the staff development sessions referenced above can only be scheduled at a time beyond the normal forty (40) hour work-week, each custodian so affected will be paid at the custodian's overtime rate for the time spent in training. If the training is scheduled off-Island, all directly related expenses will be reimbursed (boat fare, travel, meals). When overtime staff development takes place off-Island, the overtime rate will apply to reasonable travel time incurred, but in no event will the total daily overtime exceed eight (8) hours. At the discretion of the Principal or their designee and taking into consideration cost and staffing, all training opportunities will be offered to all custodians within the building.
- E. Custodians will be paid a fifty dollar (\$50.00) stipend for any training that results in a certificate of completion – up to two times per year.

ARTICLE XIV: OVERTIME AND CALL BACK

- A. Custodial employees shall be paid 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.
- B. Custodial employees must be called back to work by the building Principal or designee in order to receive a minimum of two (2) hours pay for that call back.
- C. For purposes of this Article, the Supervisor at the High School is the facilities manager. At the elementary schools, the Supervisor is the Building Principal.

- D. Any custodian required to work Sundays will be paid at time and one-half (1 1/2) of their hourly rate. Any Custodian required to work on a Holiday that falls on a weekday will be paid their daily rate in addition to time and one-half (1 1/2) of their hourly rate.
- E. If a custodian is called in to work outside of their normally scheduled shift, the custodian has the right to work their normal shift and earn overtime for additional hours worked as appropriate.

ARTICLE XV: PAID LEAVES OF ABSENCE

Jury Duty

If an employee is required to serve as a grand or trial juror in a federal or state court during the school year, the Committee shall grant the employee a leave of absence with pay on the days on which the employee serves as a juror, on the condition that the employee turn over to the District any compensation the employee receives from the court for that service (exclusive of any travel allowance). If the employee is notified the employee is not needed for jury duty or is released from jury service prior to 11:00 a.m., the employee shall report for work to be compensated for the day.

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.

Bereavement Leave

Up to five (5) days of leave with pay will be granted each time there is a death of a member's immediate family or a more distant relative residing in said member's household. The Superintendent may authorize two (2) additional days leave when deemed advisable by the existing circumstances. The immediate family shall be defined as parents, spouse, spousal equivalent, children, brother, sister, grandparents, parents-in-law, stepfamily, grandchildren, foster children and individuals residing in the member's household.

The superintendent may grant up to 5 days per school year in the event of the death of a person of significance.

ARTICLE XVI: PERSONAL LEAVE

Each full-time employee and custodian working a full year at least forty (40) hours per week, shall be allowed up to six (6) days of personal leave within the eighteen (18) days of sick leave, with full pay during each school year, for the purpose of transacting or attending to personal, religious, legal, business, household, or family matters which require absence during regular school hours. However, School Year Custodians are allowed one day 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 the employee's building principal written notice including the reason of the employee's intention to take such leave at least three (3) school days in advance of the day the employee proposes to be absent.

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

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

ARTICLE XVII: SICK LEAVE

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.

Full-Time Custodians

Full-time Custodians shall be allowed eighteen (18) days of sick leave each year for absences resulting from illness or accident to the employee. Unused sick leave may accumulate up to two hundred (200) days.

Part-Time Custodians

Part-time Custodians will have sick leave pro-rated on the basis of their scheduled hours. As of July 1, 1990, only Part-time Custodians who have accumulated sick leave beyond the allotted cap will be grandfathered and allowed to retain their accumulated sick leave.

Sick Leave Buy-Back

An employee who retires through the County Retirement System after ten (10) 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 up to two hundred (200) days. Upon the death of an employee, the employee's estate will receive payment for accumulated sick leave at the above rate.

Sick Bank

A Joint Sick Leave Bank consisting of ESPs, Custodians, ASPs and Food Service Workers is available for use by eligible members covered by this Agreement who have exhausted their own sick leave and who have a serious illness or whose child under the age of 21 has a serious illness. The Bank shall be maintained at a minimum of one (1) day per staff member and a maximum of two (2) days per staff member. First-year members in the Martha's Vineyard School System shall contribute two (2) days to the Sick Leave Bank.

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 thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members.

Three (3) members shall be designated by the Committee to serve at its discretion, and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. In the case of a tie vote, the matter shall be resolved in favor of the applicant. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave.

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick-leave.
3. Length of service in any of the school systems.
4. Propriety of use of previous sick leave.

If the Joint Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement who has accrued ten (10) or more sick days. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the Bank. The decision of the Sick Leave Bank Committee, with respect to eligibility and entitlement, shall be final and binding and not subject to appeal.

ARTICLE XVIII: UNPAID LEAVES OF ABSENCE

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 the employee would have achieved if the employee had not been absent.

Parental Leave

The employer will pay an employee one hundred percent (100%) of their base wages within one year of birth/placement for ten (10) work days in year 1 of the contract, fifteen (15) work days in year 2 of the contract and twenty (20) work days in year three of the contract of parental leave for 1) The purpose of giving birth and/or bonding with a newborn child or 2) The placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for one foster placement, adoption with the employee who is adopting or intending to adopt a child. If both parents are eligible, this time shall not be taken simultaneously.

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, the custodian shall return to the step in the salary schedule which the custodian held prior to the commencement of such leave, unless the custodian began that leave subsequent to the February vacation, in which case the custodian shall proceed to the next step (provided the custodian does not return during the same school year) , and the custodian shall be restored as soon as a position for which the custodian is qualified becomes available, but in no event must an employee be returned in the midst of a school year.

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.

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

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.

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

ARTICLE XIX: HOLIDAYS

Part-time custodians scheduled to work a full calendar year will be entitled to thirteen (13) paid holidays with commensurate pay for the daily hours scheduled to work during that work week.

Full-time employees 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*

**½ DAY BEFORE NEW YEAR'S
CHRISTMAS DAY**

* This applies only when school is not in session.

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 to holiday pay. If an employee is normally scheduled to work on one of these holidays, they must work the day before and the day after the holiday to be eligible for Holiday pay.

The option of choosing either the day before Christmas as a holiday, or the one-half (1/2) day before Christmas and the one-half (1/2) 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.

Provided that the approved calendar shows that there is no school for students and teachers on the Wednesday prior to the Thanksgiving holiday, custodians will not be required to work on that day.

ARTICLE XX: VACATIONS

A. All full-time employees and all custodial employees shall receive the following vacation benefits:

LENGTH OF SERVICE	ACCRUAL PER YEAR
After completing one (1) year	Twelve (12) days
After completing two (2) years	Fifteen (15) days
After completing five (5) years	Eighteen (18) days
After completing ten (10) years	Twenty (20) days
After completing fifteen (15) years	Twenty-five (25) days

B. A maximum of five (5) vacation days shall be carried over for the next fiscal year. Vacation days may be taken in June, July, and August with approval from the building principal. 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 custodians within a District will be allowed to take the same week of vacation unless approved in advance by the building principal. Custodians are encouraged to avoid taking vacation during the months of June, July, and August.
- D. Seniority will be used in developing a schedule.
- E. No more than two (2) weeks consecutively may be taken during the summer months.
- F. Vacation shall accrue from date of hire at the rate of one day per month on the first day of each month from the date of hire through June 30. Up to five vacation days carried over automatically, any unused vacation beyond will be changed into accrued sick leave days.

ARICLE 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.

DUES AUTHORIZATION CARD

NAME ADDRESS

I hereby request and authorize the Martha's Vineyard School Committee to deduct from my earnings and transmit to the Association(s) checked below an amount sufficient to provide for regular payment of the membership dues or fees as certified to the Committee by such Associations by September 15, in five (5) equal installments from the last payroll of the following months: October, November, January, February and March. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all its officers from liability therefore.

TEACHER ASSOCIATION: DATED

EMPLOYEE'S SIGNATURE

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: CONTINUING EDUCATION, COURSE/WORKSHOP REIMBURSEMENT AND ASSOCIATED COSTS

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:

- Commencing in year two, the maximum reimbursement by the committee for any employee is not to exceed \$500 per contract period (3 years) as approved by the building principal.
- To qualify for tuition reimbursement, courses must be conducted by accredited colleges or universities or by accredited professional training schools approved by the Committee.

- To qualify for tuition reimbursement, courses outside must be approved in writing in advance by the Superintendent.
- The Committee shall make reimbursement after the employee submits evidence of satisfactory completion of each course. To be eligible for reimbursement, the custodian must still be employed by the Committee when the custodian submits evidence of course completion.
- 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: NIGHT SHIFT DIFFERENTIAL

Custodians will be entitled to a night shift differential at the rate of one dollar (\$1.00) per hour for those custodians regularly assigned to the night shift whose contiguous hours cause a Custodian to work to 9:00 p.m. and beyond.

The night shift differential is not allowed for people who have been called back at night and it also does not apply to those who work overtime which causes them to work at night.

ARTICLE XXVII: GENERAL

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.

Smoking Policy

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

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.

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.

Transporting Students

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

Custodian – Method of Pay

Custodians will be paid only for time-worked on a bi-weekly basis.

Dress Code

Custodians will wear appropriate attire or a school-issued uniform as agreed upon by the Head Custodian and Principal, or their designee. Attire deemed inappropriate includes, but is not limited to, open-toed shoes, tank tops, and shirts that advertise alcohol or firearms. The building Principal has final say on what is considered appropriate attire.

ARTICLE XXVIII: LONGEVITY

Longevity shall be defined as years of continuous service to the Districts of the Martha's Vineyard Public Schools. To get a full year's credit, an employee must be at least a .5 FTE. Employees that work less than .5 FTE will receive prorated credit.

All Custodians will be provided longevity payments as follows:

After completing ten (10) years	-	\$ 2,100.00
After completing fifteen (15) years	-	\$ 2,800.00
After completing twenty (20) years	-	\$ 3,450.00

After completing twenty (25) years	-	\$ 4,000.00
After completing thirty (30) years	-	\$ 4,750.00

ARTICLE XXIX: 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 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 they 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

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 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 2025 and shall continue in effect, with regard to language only, to and including the Thirtieth Day of June 2028 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, 2025, to and including June 30, 2028, or as extended in successive years by mutual agreement of the parties hereto.

ARTICLE XXXIV: SAFETY AGREEMENT

The parties agree that safety is an ongoing concern and that from time to time safety policies will be established as conditions of employment which will be set forth and promulgated in the Island-Wide Policy Manual.

ARTICLE XXXV: 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 the custodian's salary over a period of time.

- D. Custodian Retirees are entitled to the same percentage contribution and the same plan provided by the Town(s) to its/their retired employees, and as provided by the Region(s) to its/their retired employees.
- E. The Employer shall have the option to offer health insurance plans in addition to those currently offered so long as doing so is consistent with the requirements and limitations of Mass. G.L. c. 32B.

ARTICLE XXXVI: DENTAL INSURANCE

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 or regional dental plan if available. Proof of enrollment must be provided to the Employer.

Signed and sealed as of the _____ day of _____ 2025.

For the Association

For the School Committee

Martha's Vineyard Educators Association

M.V. Superintendency Union #19 School Committee

APPENDIX A

Custodian/Grounds Keeper Salary Schedule 2025/2026 (+3.50%, Based on 261 Days work)

Class/Step	1	2	3	4	5	6	7	8	9	10
Hourly	\$31.35	\$32.79	\$34.30	\$35.83	\$38.20	\$39.72	\$41.29	\$42.94	\$44.66	\$46.47
Head/Grounds Keeper	\$ 65,459	\$ 68,466	\$ 71,618	\$ 74,813	\$ 79,762	\$ 82,935	\$ 86,214	\$ 89,659	\$ 93,250	\$ 97,029
Hourly	\$27.90	\$29.31	\$30.82	\$32.33	\$34.67	\$36.07	\$37.51	\$39.02	\$40.58	\$42.39
Regular	\$ 58,255	\$ 61,199	\$ 64,352	\$ 67,505	\$ 72,391	\$ 75,314	\$ 78,321	\$ 81,474	\$ 84,731	\$ 88,510

Custodian/Grounds Keeper Salary Schedule 2026/2027 (+3.50%, Based on 260 Days work)

Class/Step	1	2	3	4	5	6	7	8	9	10
Hourly	\$32.45	\$33.94	\$35.50	\$37.08	\$39.54	\$41.11	\$42.74	\$44.44	\$46.22	\$48.10
Head/Grounds Keeper	\$ 67,496	\$ 70,595	\$ 73,840	\$ 77,126	\$ 82,243	\$ 85,509	\$ 88,899	\$ 92,435	\$ 96,138	\$100,048
Hourly	\$28.88	\$30.34	\$31.90	\$33.46	\$35.88	\$37.33	\$38.82	\$40.39	\$42.00	\$43.87
Regular	\$ 60,070	\$ 63,107	\$ 66,352	\$ 69,597	\$ 74,630	\$ 77,646	\$ 80,746	\$ 84,011	\$ 87,360	\$ 91,250

Custodian/Grounds Keeper Salary Schedule 2027/2028 (+3.50%, Based on 262 Days work)

Class/Step	1	2	3	4	5	6	7	8	9	10
Hourly	\$33.59	\$35.13	\$36.74	\$38.38	\$40.92	\$42.55	\$44.24	\$46.00	\$47.84	\$49.78
Head/Grounds Keeper	\$ 70,405	\$ 73,632	\$ 77,007	\$ 80,444	\$ 85,768	\$ 89,185	\$ 92,727	\$ 96,416	\$100,273	\$104,339
Hourly	\$29.89	\$31.40	\$33.02	\$34.63	\$37.14	\$38.64	\$40.18	\$41.80	\$43.47	\$45.41
Regular	\$ 62,649	\$ 65,814	\$ 69,210	\$ 72,584	\$ 77,845	\$ 80,989	\$ 84,217	\$ 87,613	\$ 91,113	\$ 95,179

AGREEMENT AMONG

Martha's Vineyard Educators Association



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

JULY 1, 2025- JUNE 30, 2028

MARTHA'S
VINEYARD
ALL COMBINED CONTRACTS

FOOD SERVICE WORKERS

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I.	RECOGNITION	F-3
II.	MANAGEMENT RIGHTS	F-3
III.	JUST CAUSE	F-3
IV.	GRIEVANCE PROCEDURE	F-4
	• SAVINGS CLAUSE	F-5
V.	NON-DISCRIMINATION	F-5
VI.	WORK YEAR	F-5
VII.	JOB ASSIGNMENT AND HOURS	F-5
VIII.	PAID LEAVES	F-6
	• SICK LEAVE	F-6
	• BEREAVEMENT LEAVE	F-8
	• JURY SERVICE	F-8
	• RESERVE DUTY	F-8
	• PERSONAL DAYS	F-8
IX.	FAMILY LEAVE	F-9
X.	EVALUATION	F-9
XI.	ASSOCIATION DUES AND DEDUCTIONS	F-10
XII.	INSURANCE	F-11
XIII.	WORKERS' COMPENSATION	F-11
XIV.	RETIREMENT	F-11
XV.	NEGOTIATION PROCEDURE	F-11
XVI.	NO STRIKE CLAUSE	F-11
XVII.	PROTECTION/ASSAULT	F-12
XVIII.	SMOKING POLICY	F-12
XIX.	TRANSPORTATION	F-12
XX.	SUB-CONTRACTING	F-12
XXI.	REPRODUCTION OF CONTRACT	F-12
XXII.	SCOPE OF AGREEMENT	F-13
XXIII.	DURATION	F-13
XXIV.	SAFETY	F-13
XXV.	TRANSFER FROM OTHER ISLAND DISTRICTS	F-13
XXVI.	DENTAL INSURANCE	F-14
XXVII.	LONGEVITY	F-14
XXVIII.	HEALTH INSURANCE	F-14
XXIX.	PAPERWORK	F-15
XXX.	VACATION	F-15
XXXI.	CONTINUING EDUCATION, COURSE/WORKSHOP REIMBURSEMENT and ASSOCIATED COSTS	F-16
APPENDIX A	WAGE OPTIONS	F-18
APPENDIX B	FOOD SERVICE WORKER SALARY SCHEDULE	F-19

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 Up- Island Regional School District Committee, and 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 regular full-time and part-time Food Service Workers employed by said Committees, but excluding all managerial and confidential employees and all other employees of the Committees.

The Committee agrees not to negotiate with any organization other than the above- named Association as the exclusive bargaining agent pursuant to M.G.L. Chapter 150E.

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: JUST CAUSE

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

Each employee hired to fill a bargaining unit position shall serve a ninety(90) 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/may accrue, and use sick leave on an earned, pro-rata basis.

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 IV: GRIEVANCE PROCEDURE

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. 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.

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.

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 receiving 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.

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.

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.

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 V: NON-DISCRIMINATION

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

ARTICLE VI: WORK YEAR

There are two (2) categories of Food Service Workers: Food Service Workers who work a 192-day year, and Food Service Workers who work a 182-day year. Two of these days in each category will be used for Professional Development.

ARTICLE VII: JOB ASSIGNMENT AND HOURS

The School Committee reserves the right to determine the number, schedule, and assignment of all Food Service Workers. Food Service Workers will be assigned by the administration of each school to such duties as the administration deems necessary.

Individual work assignments, hours, and workload will be determined by the administration of each school. Such assignments, hours, and workload as determined, prior to commencement of each school year, will not be reduced during the school year unless a reason is given.

If the Head or Assistant Cook is unable to perform their duties, the person assuming those responsibilities for one or more days will be paid at their present step, but on the appropriate level (e.g. Assistant Cook on Step 3 would receive pay as Head Cook Step 3).

A substitute Food Service Worker, although not a member of the bargaining unit, will be placed on the day helper salary schedule for pay purposes for the remainder of their service based upon experience at the discretion of the building supervisor.

Employees who work four (4) or more hours, but less than six (6) hours, will receive one 15 minute break included in their workday. Employees whose workday is six (6) hours or more, but less than seven (7) hours will receive one 15 minute break and a 30 minute lunch included in their work day. Employees whose workday is seven (7) or more hours will receive two 15 minute breaks and a 30 minute lunch. Members shall request their time for breaks through their immediate supervisor.

ARTICLE VIII: PAID LEAVES

Sick Leave

Full time Food Service Workers will receive eighteen (18) days of sick leave each year, 6 of which may be taken as personal, for absences resulting from illness or accident to the Food Service Worker. Such sick leave may accumulate to the extent it is not used, up to two hundred (200) days. Part- time Food Service Workers will have sick leave pro-rated on the basis of their assignment hours and will be allowed to accumulate sick leave up to two hundred

(200) days. Upon retirement, staff will have the opportunity to buy back accumulated unused sick leave at the rate of thirty dollars (\$30.00) after thirteen (13) years of service days.

A Food Service Worker's personal sick leave days may be used in the event of serious family illness (i.e., mother, father, spouse, or children). An employee's sick leave days

may be used in the event of a death in the immediate family (i.e., mother, mother-in-law, father, father-in-law, spouse, brother, sister or child).

The Superintendent may, at their discretion, request a doctor's certification of any illness which is the basis for use of sick leave. The sick leave allowable for any year shall be available in full at the commencement of the year.

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

Sick Bank

A Joint Sick Leave Bank consisting of ESPs, Custodians, ASPs and Food Service Workers is available for use by eligible members covered by this Agreement who have exhausted their own sick leave and who have a serious illness or whose child under the age of 21 has a serious illness. The Bank shall be maintained at a minimum of one (1) day per staff member and a maximum of two (2) days per staff member. First-year members in the Martha's Vineyard School System shall contribute two (2) days to the Sick Leave Bank.

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 thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the Committee to serve at its discretion, and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. In the case of a tie vote, the matter shall be resolved in favor of the applicant. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave.

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick-leave.
3. Length of service in any of the school systems.
4. Propriety of use of previous sick leave.

If the Joint Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement who has accrued ten (10)

or more sick days. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the Bank. The decision of the Sick Leave Bank Committee, with respect to eligibility and entitlement, shall be final and binding and not subject to appeal.

Bereavement Leave

Up to five (5) days of leave with pay will be granted each time there is a death of a member's immediate family or a more distant relative residing in said member's household. The Superintendent may authorize two (2) additional days leave when deemed advisable by the existing circumstances. The immediate family shall be defined as parents, spouse, spousal equivalent, children, brother, sister, grandparents, parents-in-law, stepfamily, grandchildren, foster children and individuals residing in the member's household.

The superintendent may grant up to 5 days per school year in the event of the death of a person of significance.

Jury Duty

If an employee is required to serve as a grand or trial juror in a federal or state court during the school year, the Committee shall grant the employee a leave of absence with pay on the days 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 prior to 11:00 a.m., they shall report for work and be compensated for the day.

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.

Personal Days

Of the 15 Sick Days, as stipulated in Section A, each employee 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, household, religious, or family matters which require absence during regular school hours. 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, a Food Service Worker may use personal days for valid reasons as set forth above on the day before or after a holiday or a vacation without pay.

ARTICLE IX: FAMILY LEAVE

The employer will pay an employee one hundred percent (100%) of their base wages within one year of birth/placement for ten (10) work days in year 1 of the contract, fifteen (15) work days in year 2 of the contract and twenty (20) work days in year three of the contract of parental leave for 1) The purpose of giving birth and/or bonding with a newborn child or 2) The placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for one foster placement, adoption with the employee who is adopting or intending to adopt a child. If both parents are eligible, this time shall not be taken simultaneously.

ARTICLE X: EVALUATION

- A. All evaluation monitoring or observation of a Food Service Worker's job performance shall be conducted openly.
- B. Each Food Service Worker shall be given a copy of any formal evaluation and will have the right to discuss such evaluation with their supervisor. Formal evaluations shall include suggestions for improvement.
- C. 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.

- D. When and if guidelines for evaluation are developed, they shall be made available to employees at the beginning of each year.

ARTICLE XI 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 of 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 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. Chapter 71, Section 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 XII: INSURANCE

Food Service Workers employed by separate town School Committees who work twenty (20) hours or more per week will be eligible for insurance coverage consistent with the vote of the respective town. Premiums will be deducted from the paychecks of eligible and participating employees.

ARTICLE XIII: 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 Massachusetts General Laws Chapter 152, Section 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 on a pro-rata basis. In no case will this combined payment exceed the employee's regular pay. Compensation from the Committee will continue only until sick leave time is exhausted.

ARTICLE XIV: RETIREMENT

Food Service Workers who are eligible for participation in the Dukes County Retirement System because of the total number of hours worked or total wages during one year must participate in the County Retirement System.

ARTICLE XV: NEGOTIATION PROCEDURE

The Committee and the Association agree to enter into negotiations over a successor agreement no later than December 15 of the year preceding the expiration of this Contract.

ARTICLE XVI: NO STRIKE CLAUSE

The Association, on its own behalf and on behalf of each employee in this unit, agrees 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 XVII: PROTECTION/ASSAULT

Employees shall report all cases of assault 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 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 upon the employee.

ARTICLE XVIII: SMOKING POLICY

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

ARTICLE XIX: TRANSPORTATION

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

ARTICLE XX: SUB-CONTRACTING

School Committees not participating in the satellite lunch program agree not to sub- contract bargaining work where such sub-contract has the effect of laying off Food Service Workers covered by this agreement on its effective date. No member of the Food Service Workers bargaining unit employed in Edgartown, Tisbury, or Oak Bluffs schools on or before July 1, 2010 shall have their salary or benefits reduced during the term of this contract.

ARTICLE XXI: REPRODUCTION OF CONTRACT

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.

ARTICLE XXII: 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 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 XXIII: DURATION

This Contract shall become effective the First Day of July 2025 and shall continue in effect up to and including the Thirtieth Day of June 2028.

ARTICLE XXIV: SAFETY

The Parties agree that safety is an ongoing concern and that from time to time safety policies will be established as conditions of employment which will be set forth and promulgated in the Island-Wide Policy Manual.

ARTICLE XXV: TRANSFER FROM OTHER ISLAND DISTRICTS

An employee who transfers from one Island School District to another Island School District without a break in service will be allowed to carry over to the new school district their accumulated sick days and

longevity and will be placed on the same step of the salary schedule as they enjoyed in the former school district.

ARTICLE XXVI: DENTAL INSURANCE

Effective July 1, 1999, in the elementary school systems, fifty (50%) percent of the premium cost will be paid by the Employer for those employees who voluntarily enroll in a Town or Regional dental insurance plan, if available. Proof of enrollment must be provided to the Employer.

ARTICLE XXVII: LONGEVITY

Longevity shall be defined as years of continuous service to the districts of the Martha's Vineyard Public Schools. To get a full year's credit, an employee must be at least a .5 FTE and be a member of the Dukes County Retirement System. Employees that work less than .5 FTE will receive a prorated credit.

All employees will be provided longevity payments as follows:

After completing ten (10) years of continuous service	–	\$2,100.00
After completing fifteen (15) years of continuous service	–	\$2,800.00
After completing twenty (20) years of continuous service	–	\$3,450.00
After completing twenty-five (25) years of continuous service	–	\$4,000.00
After completing thirty (30) years of continuous service	–	\$4,750.00

ARTICLE XXVIII: HEALTH INSURANCE

- A. Seventy-five (75) percent of the cost of a Regional High School or 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 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.

- C. The Towns will share in the cost of term life insurance.
- D. Insurance annuities shall, upon the request of the employee involved, be deducted from their salary over a period of time.
- E. Food Service retirees are entitled to the same percentage contribution and the same plan provided by the Town(s) to its/their retired employees, and as provided by the Region(s) to its/their employees.

ARTICLE XXIX: PAPERWORK

The Committees propose to seek ways to reduce the impact of paperwork on the food service staff, based upon the local situation in each district.

Paperwork duties are determined on a per-building basis, to be outlined by each buildings' respective head cook and building principal(s) and added to this contract via a Letter of Agreement prior to the end of the first year of this agreement.

ARTICLE XXX: VACATION

- A. All Food Service Workers shall receive the following paid vacation benefits:
 - 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) Food Service Workers within a school building will be allowed to take the same week's vacation unless approved in advance.
- D. Seniority will be used in developing a vacation 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.
- G. Vacation shall accrue from date of hire at the rate of one day per month on the first day of each month from the date of hire through June 30. Up to five vacation days carried over automatically, any unused vacation beyond will be changed into accrued sick leave days.

**ARTICLE XXXI: CONTINUING EDUCATION, COURSE/WORKSHOP REIMBURSEMENT
and ASSOCIATED COSTS**

- A. 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:
- B. The maximum reimbursement by the Committee for any employee is one hundred and fifty dollars (\$150.00) each school year.
- C. Courses taken to meet state certification or approval requirements for the position in which the employee is employed do not qualify for tuition reimbursement.
- D. To qualify for tuition reimbursement, courses must be conducted by accredited colleges or universities or by accredited professional training schools approved by the Committee.
- E. To qualify for tuition reimbursement, courses outside must be approved in writing in advance by the Superintendent.
- F. 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.
- G. Course reimbursements are not available to employees who are on leave of absence without pay.

Signed and sealed as of the _____ day of _____ 2025.

For the Association

For the School Committee

Martha's Vineyard Educators Association

M.V. Superintendency Union #19 School Committee

APPENDIX A

Salary Schedule 2025/2026 (FY25 +3.50%)

Class/Step	1	2	3	4	5	6	7	8	9	10
Head Cook	\$31.24	\$32.79	\$34.42	\$36.14	\$37.95	\$39.85	\$41.85	\$43.95	\$46.14	\$47.95
Assistant Cook	\$25.06	\$26.31	\$27.61	\$29.00	\$30.46	\$31.98	\$33.58	\$35.25	\$37.01	\$38.82
192 Day Helper	\$23.86	\$25.05	\$26.29	\$27.60	\$28.99	\$30.44	\$31.95	\$33.55	\$35.23	\$37.04
182 Day Helper	\$23.86	\$25.05	\$26.29	\$27.60	\$28.99	\$30.44	\$31.95	\$33.55	\$35.23	\$37.04

Salary Schedule 2026/2027 (FY26 +3.50%)

Class/Step	1	2	3	4	5	6	7	8	9	10
Head Cook	\$32.33	\$33.94	\$35.62	\$37.40	\$39.28	\$41.24	\$43.31	\$45.49	\$47.75	\$49.63
Assistant Cook	\$25.94	\$27.23	\$28.58	\$30.02	\$31.53	\$33.10	\$34.76	\$36.48	\$38.31	\$40.18
192 Day Helper	\$24.70	\$25.93	\$27.21	\$28.57	\$30.00	\$31.51	\$33.07	\$34.72	\$36.46	\$38.34
182 Day Helper	\$24.70	\$25.93	\$27.21	\$28.57	\$30.00	\$31.51	\$33.07	\$34.72	\$36.46	\$38.34

Salary Schedule 2027/2028 (FY27 +3.50%)

Class/Step	1	2	3	4	5	6	7	8	9	10
Head Cook	\$33.46	\$35.13	\$36.87	\$38.71	\$40.65	\$42.68	\$44.83	\$47.08	\$49.42	\$51.37
Assistant Cook	\$26.85	\$28.18	\$29.58	\$31.07	\$32.63	\$34.26	\$35.98	\$37.76	\$39.65	\$41.59
192 Day Helper	\$25.56	\$26.84	\$28.16	\$29.57	\$31.05	\$32.61	\$34.23	\$35.94	\$37.74	\$39.68
182 Day Helper	\$25.56	\$26.84	\$28.16	\$29.57	\$31.05	\$32.61	\$34.23	\$35.94	\$37.74	\$39.68

WAGE OPTIONS

Wages shall be paid in accordance with the following options. Employees will notify the Superintendent's Office of their chosen option for the year prior to the opening of school.

APPENDIX B

In the first year of the agreement (2022), all Food Service Workers will receive a one-time payment of \$1,000. In the second year of the agreement (2023), all Food Service Workers will receive a one-time payment of \$1,500. In the third year of the agreement (2024), all Food Service Workers will receive a one-time payment of \$1,500.