

A G R E E M E N T

AMONG

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

AND

MARTHA'S VINEYARD EDUCATORS ASSOCIATION

TEACHERS

SEPTEMBER 1, 2019 – AUGUST 31, 2022

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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, and references to male teachers will include female 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

A. DEFINITIONS

1. 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.

2. An "aggrieved person" is the person or persons making the claim.
3. 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.

B. PURPOSE

1. 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.
2. 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.

C. 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):

1. **INFORMAL PROCEDURE:** A teacher with a grievance will first discuss it with his/her principal or immediate superior, either directly or through the Association's school representative, with the objective of resolving the matter informally.
2. **FORMAL PROCEDURE:**
 - a. **Level One:** If the aggrieved person prefers, he/she 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.
 - b. 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.

- c. 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.
- d. **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.
- e. **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.

- f. **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 he/she has first met with the Committee, whichever is sooner, he/she 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.
- g. 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.
- h. The arbitrator so selected will confer with representatives of the School Committee and hold hearings promptly and will issue his/her decision. The arbitrator's decision will be in writing and will set forth his/her 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.

- i. 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**

A. 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.

B. 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.

C. 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**

A. 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.

B. 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 his/her 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 his/her option, to appear before his/her respective Principal/Superintendent, with representation.

ARTICLE IX
ASSIGNMENTS

A. 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.

B. 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. EVALUATION

1. 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.
2. All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher.
3. The use of the public address system or any other audio system shall be strictly prohibited as an evaluation device.

B. 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.

C. 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 him/her during such review. Privileged information such as references shall be deleted from the file prior to it being made public.

D. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her 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 his/her answer shall be reviewed by the Superintendent and attached to the file copy.

E. 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.

F. Periodic evaluations of teachers will include suggestions for improvement.

G. Guidelines for Administrative evaluation shall be made available to teachers at the beginning of each school year.

ARTICLE XI **SCHOOL YEAR**

A. 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
- Two (2) extended half days
- One (1) day which will be divided into four (4) 1.5 hour Community of Practice meetings

The four (4) CoP meetings will be scheduled on Wednesdays, one per quarter. The dates are to be agreed upon by the Advisory Board and the Superintendent prior to the end of the previous school year. The start time for the meetings will be scheduled by the Community of Practice leaders, with members' travel time in mind, but all meetings are to be completed no later than 5:00 p.m. The last professional development day will be comprised of two (2) extended half days.

B. 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.

C. 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.

D. Induction and Mentoring

New hires to Martha's Vineyard Public Schools are required to participate in two (2) days 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.

E. 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 work days will be paid their *per diem* rate.

ARTICLE XII
LEAVE

A. SICK LEAVE:

Staff Members shall be allowed fifteen (15) days of sick leave in each year for absences resulting from illness or accident to the staff member. 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 fifteen (15) days will be available at the beginning of the school year.

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.

Upon retiring from the Martha's Vineyard Public Schools, a teacher with professional status after fifteen (15) 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, his/her 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.

A staff member, in the event of the serious illness of a member of his/her 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.

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.

Upon the death of any teacher employed in the public schools of Martha's Vineyard, his/her 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.

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.

B. TEMPORARY LEAVE OF ABSENCE:

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.

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.

C. PERSONAL LEAVE:

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 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.

Except in the case of emergencies or other unusual circumstances, the teacher taking leave shall give his/her appropriate supervisor written notice including the reason of his/her intention to take such leave at least three (3) school days in advance of the day he/she proposes 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.

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.

The days used for personal days are deducted from sick leave.

D. EXTENDED LEAVE OF ABSENCE WITHOUT PAY:

1. 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 he/she would have achieved if he/she had not been absent.
2. The Committee shall comply with the applicable Federal and State statutes with respect to maternity leave.
3. 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 she held prior to the commencement of such leave, unless the teacher began her leave subsequent to the February vacation, in which case she shall proceed to the next step (provided she does not return during the same school year), and she 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.
4. 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.
5. 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.

6. Any teacher whose absence because of a continuing illness or effects of accident extends beyond the period of sick leave available to him/her may be granted additional leave of absence without pay at the discretion of the school system.
7. Any teacher 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, giving reasonable advance notice, indicating the period of proposed absence and the reason therefore. All applications for leaves or extensions shall be acted upon in writing.
8. All benefits to which a teacher was entitled at the time his/her leave of absence commenced will be restored to him/her upon return and he/she 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 he/she held immediately prior to going on leave.

E. CAREER ALTERNATIVE LEAVE:

An alternative employment leave of absence without pay or increment may be granted under the following conditions:

1. The teacher must have taught on Martha's Vineyard for five (5) years.
2. Applications must be filed by March 15 and plans for employment developed by June 1.
3. 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.
4. The leave cannot be for the purpose of teaching in a private or public elementary or secondary school system in the continental United States.
5. 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 he/she will be returning must sign an individual contract with the Principal/Superintendent on or before April 10th promising his/her return and agreeing that if he/she fails to return he/she will be liable to a forfeiture penalty of one thousand dollars (\$1,000.00), unless excused by mitigating circumstances.
6. While on leave, a teacher does not avoid the application of the RIF provisions of this contract.

F. SABBATICAL LEAVE:

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.

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 his/her total salary for the year and would work only one semester.

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.

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 his/her failure to serve for the time stipulated is due to his/her illness, disability, death, a reason satisfactory to the Principal/Superintendent, or if he/she is discharged from his/her position by the Principal/Superintendent.

A teacher on Sabbatical Leave shall retain those rights of salary, seniority, and all other rights which would otherwise be his/hers if he/she were actively teaching in the system and shall be eligible for insurance benefits during the period of leave.

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.

G. JURY/COURT LEAVE:

A teacher required to serve jury duty or who is subpoenaed to court in a case in which he/she is 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.

H. FAMILY LEAVE:

Is a leave of absence granted to all professional employees for the purposes of giving birth and recovering from the complications of pregnancy and childbirth. The administration will adhere to any relevant guidelines set forth in Mass. General law and Federal law for family, parental, and/or maternity 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.

ARTICLE XIII
SICK LEAVE BANK

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.

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.

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 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 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 his/her designee. If a teacher is denied attendance at a conference by their principal due to financial reasons, he/she may apply to the revolving fund for the workshop registration fee with approval for these funds to be given by the Superintendent or his/her 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:

1. Contributions toward sabbatical leaves or other educational leaves.
2. Course reimbursement pursuant to this Article.
3. 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 the one (1) full day in October.
- 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 two (2) extended half days.
1. 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 him/her to attend specific PD offerings on Superintendent-determined or Principal-determined based PD days.
 2. 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.

H. Communities of Practice meetings will be conducted quarterly during extended full days. The start time of these meetings will be scheduled by the Community of Practice leaders, with members' travel time in mind, but all meetings are to be completed no later than 5PM.

The Superintendent's Office will approve the Communities of Practice to be offered.

Teachers will determine the content and subject matter for these Community of Practice meetings.

The Advisory Board will review and make recommendations to evaluate the effectiveness of PD, including the Community of Practice meetings, to make recommendations to the presidents and administration yearly.

ARTICLE XVI **ADVISORY BOARD**

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.

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.

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) prior to the opening of school, the building principal, school committee, and the staff affected 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 his/her 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 teacher's 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.

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 his 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.

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 five hundred dollars (\$500.00) 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**

- A. See Salary Schedules for FY 2020 – FY 2022.
- B. Salaries shall be paid according to the following 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.

C. 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.

D. **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. For employees hired after September 1, 1995, the maximum step must be achieved prior to receiving longevity at all levels.

**COMPLETED MAX STEP &	10-15 YEARS	\$1,500
	16-20 years	\$2,250
	21-25 years	\$3,500
	26-30 years	\$4,250
	After 30 years	\$5,000

E. **LANES**

When a teacher has achieved a Bachelors +30, Masters, Masters +15, a Masters +30, a second Masters or CAGS, or a Doctorate, he/she 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 he/she expects to achieve any of the above by the following September. Official certificates of successful completion must be sent to the Superintendent to substantiate credits.

F. 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 grand-fathered 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.

G. 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 Superintendentcy 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. The Committee proposes to incorporate the terms of the Side Letter of Agreement, dated August 10, 2018, into the collective bargaining agreement, thereby extending those terms unless and until modified by the Parties. In addition, the Committee proposes to modify such terms to the extent necessary to ensure compliance with the requirements of Mass. G.L. c. 71, Section 42.

SIDE LETTER OF AGREEMENT TERMS:

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 Region	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)

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

Although a teacher under the teachers' contract may be paid by a grant through MVRHS (e.g. Title I), his/her discipline shall be determined in the school in which he/she teaches.

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 he/she is certified that is held by the least senior teacher with professional teacher status.

- E.
1. 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.
 2. 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.

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.

3. 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.

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:

F. 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 he/she is employed. Under this article, a teacher retains his/her previously held seniority when a teacher is transferred to another discipline or subject area by a principal or superintendent, or is transferred by his/her own request. Said teacher is then considered part of this new discipline in the event of future reductions in force.

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.

1. 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.
2. 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.
3. 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

G. 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 he/she is 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.

H. 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.

1. An employee who is recalled by the Principal/Superintendent within two (2) years shall have restored to him/her all benefits he/she had accumulated at the time of his/her layoff.
2. 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.
3. 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.
4. 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.
5. 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 he/she goes 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 his/her 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, 2019, and shall continue in effect through August 31, 2022, 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

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.

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.

A refusal on the part of an employee to avail himself/herself 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.

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.

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

1. Effective January 2011, Calculation for Part-Time Employees will be as follows:
 - a. No re-calculation for past years
 - b. 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
 - c. For sick time, personal time, etc., employees who work less than fifty percent (50%) (.5FTE) would receive the pro-rated number
 - d. In using sick time, personal time, etc., “*a day is still a day.*”

SIGNED AND SEALED AS OF THE DAY OF , 2019.

FOR THE ASSOCIATION

FOR THE SCHOOL COMMITTEES

MARTHA’S VINEYARD EDUCATORS
ASSOCIATION

M. V. SUPERINTENDENCY UNION #19
SCHOOL COMMITTEE

MARTHA’S VINEYARD REGIONAL HIGH SCHOOL
COMMITTEE

UP-ISLAND REGIONAL SCHOOL DISTRICT
SCHOOL COMMITTEE

APPENDIX "A"
EXTRACURRICULAR ACTIVITIES

I. 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.

II. 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.

- a. 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.
- b. Seniority on the Stipend Schedule shall not be transferred from one school to another for any coach or activity advisor.

III. 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.

IV. Any club or activity not identified herein may become identified as an Appendix "A" stipended position if the following conditions are met:

- a. It is approved by vote of the Appendix "A" Sub-Committee.
- b. 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.

V. 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.

VI. 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.

VII. 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
HISSET 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

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

Elementary Gr. 8 Advisor – Multiple Responsibilities
Minnesingers Choreographer
WINFO
MEnvironment Club

CLASS H

Science Club Coordinator

CLASS I

Forensics Club Advisor
Copy Room Coordinator

CLASS J-K

Elementary Baseball
Elementary Gr. 8 Advisors – Regular
Elementary Track & Field
Elementary Volleyball
Data Coaches
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
HS Hiking Club Advisor – 2
HS Student Council Advisor
Floor Hockey
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

APPENDIX "A" POSITIONS AND STIPEND SCALE

FY 20 – FY 22

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 FY20-FY22

FY20 (FY19 + 2%)

STEP	B	B+30	M	M+15	M+30	CAGS	DOC
1	55,697	57,207	59,128	59,841	60,557	62,037	63,488
2	57,576	60,841	62,872	64,696	66,517	68,034	69,568
3	60,357	63,711	65,820	67,606	69,391	70,908	72,430
4	63,218	66,584	69,373	71,380	73,386	74,894	76,424
5	66,066	69,465	72,606	74,785	76,964	78,580	80,062
6	68,950	72,339	75,509	77,685	79,861	81,416	82,968
7	71,797	75,224	79,148	81,547	83,946	85,467	86,985
8	74,671	78,100	82,375	84,758	87,141	88,638	90,121
9	77,543	80,951	85,284	87,489	89,697	91,189	92,660
10	80,430	83,833	88,513	90,925	93,335	94,602	95,834
11	83,305	86,630	91,457	93,831	96,225	97,748	99,243
12	86,602	89,950	94,791	97,198	99,604	101,119	102,582
13	89,202	92,651	97,636	100,116	102,595	104,154	105,663

FY21 (FY20 + 2.25%)

STEP	B	B+30	M	M+15	M+30	CAGS	DOC
1	56,950	58,494	60,459	61,188	61,920	63,433	64,916
2	58,871	62,210	64,286	66,151	68,014	69,565	71,133
3	61,716	65,145	67,301	69,127	70,952	72,504	74,060
4	64,640	68,082	70,934	72,986	75,037	76,579	78,143
5	67,553	71,028	74,239	76,468	78,696	80,348	81,863
6	70,501	73,967	77,208	79,433	81,658	83,248	84,835
7	73,412	76,917	80,929	83,382	85,835	87,390	88,942
8	76,351	79,858	84,229	86,665	89,101	90,632	92,149
9	79,288	82,773	87,203	89,458	91,715	93,241	94,745
10	82,240	85,719	90,504	92,971	95,435	96,730	97,990
11	85,180	88,579	93,515	95,942	98,390	99,947	101,476
12	88,551	91,974	96,923	99,385	101,845	103,394	104,891
13	91,209	94,735	99,833	102,369	104,903	106,498	108,040

FY22 (FY21 + 2.25%)

STEP	B	B+30	M	M+15	M+30	CAGS	DOC
1	58,232	59,810	61,819	62,565	63,313	64,861	66,377
2	60,196	63,610	65,733	67,640	69,544	71,130	72,734
3	63,104	66,610	68,815	70,682	72,548	74,135	75,726
4	66,094	69,614	72,530	74,628	76,725	78,302	79,901
5	69,073	72,626	75,910	78,189	80,466	82,156	83,705
6	72,088	75,631	78,945	81,220	83,495	85,121	86,743
7	75,064	78,647	82,750	85,258	87,766	89,356	90,943
8	78,069	81,654	86,124	88,615	91,106	92,672	94,222
9	81,072	84,635	89,165	91,471	93,779	95,339	96,876
10	84,090	87,648	92,540	95,062	97,582	98,907	100,195
11	87,096	90,572	95,619	98,101	100,604	102,196	103,759
12	90,543	94,043	99,104	101,621	104,137	105,720	107,251
13	93,261	96,867	102,080	104,672	107,263	108,894	110,471

*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

*National Board of Certification of School Nurses is equivalent to CAGS