

AGREEMENT

AMONG

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

EDUCATIONAL SUPPORT PROFESSIONALS

JULY 1, 2022 – AUGUST 31, 2025

4 PINE STREET
VINEYARD HAVEN, MA 02568
508.693.2007 FAX: 508.693.3190

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I.	RECOGNITION	3
II.	MANAGEMENT RIGHTS	3
III.	GRIEVANCE PROCEDURE	3
	A. GENERAL	3
	B. PROCEDURE	4
IV.	DEFINITIONS	5
V.	NON-DISCRIMINATION	5
VI.	TERM OF HIRE	5
VII.	EXIT INTERVIEW	6
VIII.	WORK YEAR	6
IX.	JOB ASSIGNMENT AND HOURS	7
X.	LEAVE	7
	A. SICK LEAVE	7
	B. BEREAVEMENT LEAVE	8
	C. PERSONAL LEAVE	8
	D. EXTENDED LEAVES WITHOUT PAY	9
	E. JURY/COURT LEAVE	9
	F. SICK BANK	9
XI.	EVALUATION	10
XII.	STUDENT DISCIPLINE	11
XIII.	REDUCTION IN FORCE	11
XIV.	JOB PROTECTION	11
XV.	ASSOCIATION DUES	12
XVI.	VACANCIES	12
XVII.	MILEAGE	12
XVIII.	INSURANCE	13
XIX.	DUTY-FREE LUNCH	13
XX.	LONGEVITY	13
XXI.	RETIREMENT	14
XXII.	NEGOTIATION PROCEDURE	14
XXIII.	NO STRIKE CLAUSE	14
XXIV.	PAY FOR SUBSTITUTING	14
XXV.	PAY FOR WORKING WITH STUDENTS WITH INTENSIVE SPECIAL NEEDS	15
XXVI.	ACCOUNTABILITY FOR TIME	15
XXVII.	PROTECTION/ASSAULT	15
XXVIII.	SMOKING POLICY	16
XXIX.	TRANSPORTATION	16
XXX.	REPRODUCTION OF CONTRACT	16
XXXI.	SCOPE OF AGREEMENT	16
XXXII.	DURATION	17
XXXIII.	SAFETY AGREEMENT	17
XXXIV.	TRANSFER BETWEEN ISLAND DISTRICTS	17
XXXV.	DENTAL INSURANCE	17
XXXVI.	ADVISORY BOARD	18
XXXVII.	COURSE REIMBURSEMENT	18
APPENDIX A	EDUCATIONAL SUPPORT PROFESSIONALS SALARY SCHEDULE	20
APPENDIX B	INTERPRETER SALARY SCHEDULE	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

A. GENERAL

1. The term "grievance" shall mean a complaint that there has been a violation or misinterpretation of any of the provisions of this Contract as applied to an employee or a group of employees.

2. Failure to institute a grievance within the time limits set forth in this Article shall be conclusively deemed a waiver of all rights under this Article.

B. PROCEDURE

1. Level One - Immediate supervisor:

An employee with a grievance shall present it in writing to their immediate supervisor within ten (10) school days of the event on which the grievance is based.

2. Level Two - Principal:

If the grievance cannot be settled at Level One, the original written grievance may be submitted to the principal within ten (10) school days of the receipt of written notification of an adverse decision by an immediate supervisor. When a group of employees allege a grievance, a class action may be brought and may be initiated at the principal's level. The Principal will provide a written response within ten (10) school days of receipt of the grievance.

3. Level Three - Superintendent of Schools:

When and where appropriate, the matter may be brought to the attention of the Superintendent of Schools within ten (10) school days of an adverse decision at Level Two. The Superintendent will provide a written response within ten (10) school days of receipt of grievance.

4. Level Four - School Committee:

Should the matter remain unresolved at Level Three, the written grievance may be brought to the attention of the appropriate School Committee within ten (10) school days of an adverse decision by the Superintendent of Schools.

5. Level Five - 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 that violates the terms of this Agreement.

All cost 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, or 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) school 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

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. School year 2022-2023, these hours will be 6.75 hours for the High School and 6.5 hours for the Elementary Schools. School year 2023-2024 and forward, these hours will be 6.75 hours for the High School and Elementary Schools. The school day will begin at 7:30 am and end at 2:15 pm for ESPs employed at the High School. The school day will begin at 8:00 am and end at 2:45 pm for ESPs employed at the 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

A. SICK LEAVE

Full-time Educational Support Professionals will receive fifteen (15) days of sick leave 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.

B. BEREAVEMENT LEAVE

The Committee shall give an employee a reasonable leave of absence with pay because of a death in the immediate family or siblings, in-laws, grandparents, or grandchildren, for a period not to exceed three (3) days. An employee may take two (2) additional days leave of absence for this purpose, which will be deducted from their sick leave. "Immediate family" as used in this section, includes parents, spouse, children, and spousal equivalents.

C. 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.

D. EXTENDED LEAVES WITHOUT PAY

1. Parental leave shall comply with applicable Federal and State laws.
2. 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.

E. JURY/COURT LEAVE

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.

F. SICK BANK

A Sick Bank has been established for the purpose of making additional sick leave days available to Educational Support Professionals (ESPs) who have been employed by the Martha's Vineyard Public School for at least one (1) year, who have exhausted their entire sick leave accumulation, and who have a serious illness or injury or whose child under the age of 21 has a serious illness or injury.

The Sick Leave Bank will acquire its assets through a mandatory donation of two (2) days per ESP member in September 2016. From that date forward, first-year ESPs in the Martha's Vineyard Public 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.

A 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 ESP staff covered by this Agreement who has accrued ten (10) or more sick days. The Sick Bank Committee shall determine the time when it becomes necessary to replenish the Bank.

ARTICLE XI

EVALUATION

- A. 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.
- B. All Educational Support Professional in the Martha's Vineyard Public Schools (MVPS) shall be evaluated with the same instrument.
- C. 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.
- D. 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.
- E. 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.

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 10-14 years of service	\$2,100.00
After completing 15-19 years of service	\$2,300.00
After completing 20-24 years of service	\$2,700.00
After completing 25-29 years of service	\$3,000.00
After completing 30 years of service	\$3,500.00

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 for more than thirty (30) minutes, they will be paid a stipend of ten dollars (\$10.00) per hour. 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 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. 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

- A. This Agreement constitutes the sole and entire Agreement between the Committee and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

- B. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, voluntarily and unqualifiedly waive the right to bargain collectively and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.

ARTICLE XXXII

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, 2022 to and including August 31, 2025 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 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

COURSE REIMBURSEMENT

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 THIS DAY OF 2022.

FOR THE ASSOCIATION



MARTHA'S VINEYARD EDUCATORS
ASSOCIATION

FOR THE SCHOOL COMMITTEES

S/K:sm 12-21-22

MV SUPERINTENDENCY UNION # 19
SCHOOL COMMITTEE



MARTHA'S VINEYARD REGIONAL
HIGH SCHOOL DISTRICT



UP-ISLAND REGIONAL SCHOOL
DISTRICT COMMITTEE

APPENDIX "A"

In year one of this agreement, all Educational Support Professionals will receive a one-time payment of \$1,000.

2022/2023 (FY22 +2.0%)

Class/Step	1	2	3	4	5
Regular	24.70	25.93	27.23	28.59	30.03
w/Bachelors	25.17	26.44	27.75	29.15	30.61
w/Masters	25.69	26.98	28.33	29.73	31.22

2023/2024 (FY23 +3.25%)

Class/Step	1	2	3	4	5	6	7
Regular	25.51	26.77	28.12	29.52	31.00	32.55	34.18
w/Bachelors	25.99	27.30	28.66	30.10	31.61	33.19	34.84
w/Masters	26.53	27.86	29.25	30.70	32.24	33.85	35.54

2024/2025 (FY24 +3.25%)

Class/Step	1	2	3	4	5	6	7	8
Regular	26.34	27.64	29.03	30.48	32.01	33.61	35.29	37.06
w/Bachelors	26.84	28.18	29.59	31.08	32.63	34.26	35.98	37.78
w/Masters	27.39	28.76	30.20	31.70	33.28	34.95	36.70	38.53

* **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.

FY2023- FY2025 = \$5.00/hr. in addition to their hourly pay according to the above scale.

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 (\$3.00) differential for all hours worked.