

AGREEMENT

BETWEEN THE

SCHOOL COMMITTEE  
OF THE  
TOWN OF MARBLEHEAD

AND THE

MARBLEHEAD EDUCATION ASSOCIATION

Unit - Paraprofessionals

2021-2024

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AGREEMENT made and entered into on this 25<sup>th</sup> day of February 2021 by and between the Marblehead School Committee, hereinafter referred to as the "Committee" and the Marblehead Education Association Paraprofessionals, hereinafter referred to as the "Association."

**ARTICLE I  
RECOGNITION**

The Committee hereby recognizes the Association for the purposes of collective bargaining (as provided by Chapter 150E of the General Laws of the Commonwealth of Massachusetts) as the sole and exclusive bargaining representative for all paraprofessionals regularly employed by the School District as described in the Agreement for Consent Election filed with the Massachusetts Labor Relations Commission in Case No. MCR-2175, dated September 12, 1975.

**ARTICLE 2  
MANAGEMENT RESPONSIBILITY**

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any rights of the Committee/Administration not listed herein. Such managerial responsibilities shall remain exclusively with the Committee/Administration except as they may be modified by the specific provisions of this Agreement.

Among such management responsibilities as are vested exclusively in the Marblehead School District, and/or its designees, are the following: the right to hire, promote, transfer, assign and retain employees in positions with the District, to suspend, demote, discharge or take other disciplinary action against employees, to evaluate employees, to determine the hourly, daily and weekly schedules of employment, to relieve employees from duty because of lack of work or other legitimate reasons, to make, administer and enforce work rules and regulations, to determine the method, means and personnel by which Marblehead School District's operations are to be conducted and to take whatever action may be necessary to carry out the work of the Committee/Administration in situations of emergency.

The Committee/Administration shall have the freedom of action to discharge its responsibility for the successful operation of paraprofessional work including the scheduling of operations, the methods, materials and equipment used in carrying out the functions of such work and the extent to which its own or other facilities, equipment or personnel shall be used.

Any of the rights, powers and authorities which the Committee/Administration had prior to entering this collective bargaining agreement are retained by the Committee/Administration, except as specifically modified by this Agreement.

Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Committee/Administration which may not be granted or waived by the Committee/Administration under the statutes of the Commonwealth of Massachusetts or any applicable Town Ordinance.

### **ARTICLE 3 HOURS OF WORK**

The Committee/Administration retains the right to establish and change for each employee the number of hours in the workday, the starting and quitting times, the number of hours in the work week and the length of the work year.

In the event the hours that an employee actually works are reduced because of a delayed opening or early release of schools caused by inclement weather or any other unscheduled reason, the employee shall be compensated for such reduced hours at his/her regular hourly rate of pay.

The employee will be paid for full days for Professional Development Day and early release days when specifically requested to attend, in writing, by the Principal/Superintendent.

Each employee who is directed in writing by the Principal or Superintendent to attend a meeting(s) outside of his/her regular work day will be paid for the time he/she is in attendance at such meeting(s). The Principal or Superintendent will endeavor to provide the employee with advance notice of the meeting(s) and the requirement that the employee attend such meeting(s) and will provide notice to such employee at least one day prior to the meeting. The prior notice provision in this paragraph shall not apply to emergency meetings which were unplanned or unscheduled.

Employees who are regularly scheduled to work 30 hours per week or more shall have a duty free lunch break of twenty (20) minutes or whatever the schedule is at the respective school.

**ARTICLE 4**  
**PROBATIONARY PERIOD - YEARLY APPOINTMENT**

Each new employee and each employee hired after a break in service shall be considered as a probationary employee until he shall have actually worked seventy five (75) full days.

Probationary employees may be disciplined, discharged or otherwise terminated in the sole discretion of the Committee/Administration and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

Employees hired by the Marblehead School District shall be considered hired for one (1) school year term only. (The school year in which the employee commences work.) Similarly, reappointments shall be for only one school year. The decision of the Marblehead School District as to whether to reappoint the employee each school year shall be in the sole discretion of the Marblehead School District and the District's decision thereon shall not be subject to the grievance and arbitration provisions of this Agreement.

By May 15<sup>th</sup>, a list of expected positions will be posted. Employees who have received a satisfactory evaluation will be considered for employment in the succeeding year and need not submit an application unless a different position from that previously occupied is desired. Employees shall be notified, in writing, by the Marblehead School District by June 15<sup>th</sup> as to their appointment for the next academic year. Notification to those appointed shall to the extent known, include the assignment, the location and the hours.

Disciplinary action taken against any employee upon expiration of his probationary period and prior to the expiration of his yearly appointment (first year and subsequent years) shall be subject to a just cause standard.

Examples:

1. Discharge or other disciplinary action within the probationary period - not arbitrable.
2. Employee not reappointed - not arbitrable.
3. Employee discharged (disciplinary) subsequent to probationary period - just cause standard.
4. Employee terminated during year (non-disciplinary) - not arbitrable.

**ARTICLE 5  
JOB POSTING**

Whenever a permanent vacancy in positions covered by this Agreement occurs and the District desires to fill such vacancy, the Marblehead School District shall post a notice of vacancy in each school for a period of five (5) working days. All employees who are interested in bidding on the vacancy must apply in writing during this five (5) day period.

The Marblehead School District may fill said vacancy from applicants from within or outside of the bargaining unit and the District's decision thereon shall not be subject to the grievance and arbitration provisions of this Agreement. In the event the District fills said job from within the bargaining unit, the vacancy created in the successful applicant's position and any further such vacancies that might occur shall not be subject to posting. In other words, paragraph one of this Article shall only apply to the original vacancy.

The provisions of this paragraph shall not apply to reappointments.

**ARTICLE 6  
CLASSIFICATION AND PAY PLAN**

**A. Classification:**

The paraprofessional positions shall be placed in the following groups:

<b>Group A</b> Lunchroom/Recess	<b>Group B</b> Middle Clerical Village Clerical	<b>Group C</b> <b>Pre-School</b> Kindergarten Special Ed Special Ed Monitor	<b>Group D</b> Library METCO Clerical	<b>Group E</b> Chem Lab Assistant
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Split pay for Lunch Room Paraprofessionals: higher wage prevails.

**B. Hourly Pay schedule**

2021-2022 SCHOOL YEAR (0% Day 1) (SOY through 89th day of school)									
			STEP						
			1	2	3	4	5	6	7
<b>GROUP</b>	A	Lunchroom/Recess	11.35	12.37	14.43	14.72	15.22	15.54	17.62
	B	Village/Middle Clerical	12.37	13.42	15.48	15.78	16.27	16.59	18.65
	C	Pre-K, Kindergarten, Special Ed & Van Monitor	13.18	14.15	16.16	16.48	16.97	17.29	19.34
	D	Library and METCO Clerical	14.15	15.14	17.15	17.49	17.98	18.30	20.32
	E	Chem Lab Assistant	14.46	15.46	17.47	17.81	18.30	18.62	20.63

2021-2022 SCHOOL YEAR (1% Day 90)									
			STEP						
			1	2	3	4	5	6	7
GROUP	A	Lunchroom/Recess	11.46	12.49	14.57	14.87	15.37	15.70	17.80
	B	Village/Middle Clerical	12.49	13.55	15.63	15.94	16.43	16.76	18.84
	C	Pre-K, Kindergarten, Special Ed & Van Monitor	13.31	14.29	16.32	16.64	17.14	17.46	19.53
	D	Library and METCO Clerical	14.29	15.29	17.32	17.66	18.16	18.48	20.52
	E	Chem Lab Assistant	14.60	15.61	17.64	17.99	18.48	18.81	20.84

2022-2023 SCHOOL YEAR (1% Day 1)									
			STEP						
			1	2	3	4	5	6	7
GROUP	A	Lunchroom/Recess	11.58	12.62	14.72	15.02	15.53	15.85	17.97
	B	Village/Middle Clerical	12.62	13.69	15.79	16.10	16.60	16.92	19.02
	C	Pre-K, Kindergarten, Special Ed & Van Monitor	13.44	14.43	16.48	16.81	17.31	17.64	19.73
	D	Library and METCO Clerical	14.43	15.44	17.49	17.84	18.34	18.67	20.73
	E	Chem Lab Assistant	14.75	15.77	17.82	18.17	18.67	18.99	21.04

2022-2023 SCHOOL YEAR (1% Day 90)									
			STEP						
			1	2	3	4	5	6	7
GROUP	A	Lunchroom/Recess	11.69	12.74	14.87	15.17	15.68	16.01	18.15
	B	Village/Middle Clerical	12.74	13.83	15.95	16.26	16.76	17.09	19.22
	C	Pre-K, Kindergarten, Special Ed & Van Monitor	13.58	14.58	16.65	16.98	17.48	17.81	19.93
	D	Library and METCO Clerical	14.58	15.60	17.67	18.02	18.52	18.85	20.94
	E	Chem Lab Assistant	14.90	15.93	18.00	18.35	18.85	19.18	21.26



2023-2024 SCHOOL YEAR (2% for Entire School Year)			STEP						
			1	2	3	4	5	6	7
GROUP	A	Lunchroom/Recess	11.93	13.00	15.16	15.47	15.99	16.33	18.34
	B	Village/Middle Clerical	13.00	14.10	16.27	16.58	17.10	17.43	19.41
	C	Pre-K, Kindergarten, Special Ed & Van Monitor	13.85	14.87	16.98	17.32	17.83	18.17	20.13
	D	Library and METCO Clerical	14.87	15.91	18.02	18.38	18.90	19.23	21.15
	E	Chem Lab Assistant	15.20	16.25	18.36	18.72	19.23	19.57	21.47

Step 1 is effective date of hire  
 Step 2 the following Sept. 1, provided employee works at least 90 days prior year  
 Step 3 the following Sept. 1  
 Step 4 the following Sept. 1  
 Step 5 the Sept. 1 after completing seven years continuous service  
 Step 6 the Sept. 1 after completing ten years continuous service

Step 7 eligibility is as follows: Effective September 1, 2012, employees with at least twenty (20) years or more of continuous service as a paraprofessional in the Marblehead Public Schools **and** who are currently scheduled to work thirty (30) hours or more per week **and** who have worked thirty (30) hours or more per week as a Paraprofessional for at least five (5) consecutive years in the Marblehead Public Schools are eligible for Step 7.

**The parties agree that effective September 1, 2015, the District shall implement mandatory direct deposit for all bargaining unit employees.**

**F. New Employee Placement**

The Superintendent has the right to place new employees at any step on the salary schedule other than the seven (7) years of continuous service step.

**ARTICLE 7  
MILEAGE**

Paraprofessionals who are required to use their automobiles in the performance of their duties shall be reimbursed for all such required travel at the rate of .56 cents per mile (commuting mileage not covered).

**ARTICLE 8**  
**SICK LEAVE**

Employees shall be entitled to accrue sick leave at the rate of one day per month of active employment but not to exceed ten days in one academic year. Maximum accumulation of sick leave shall be sixty days. Sick leave may only be used for personal injury or sickness.

Paraprofessionals shall be given a written accounting of their accumulated sick leave days on or before September 30<sup>th</sup> of each school year. (intent is to provide if new payroll system permits)

**ARTICLE 9**  
**HOLIDAYS**

Effective with the 2012-2013 work year, employees in their second and subsequent years of employment shall be entitled to six (6) paid holidays each year. Holidays will be determined on or before June 16<sup>th</sup> by an MEA Representative and Superintendent's designee.

**ARTICLE 10**  
**TEMPORARY LEAVES OF ABSENCE**

**A. FUNERAL LEAVE**

- 1) In the case of death of the employee's husband, wife, brother, sister, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, and other member of the employee's immediate household, the School

Administration shall grant the employee a leave of absence without loss of pay for a period of up to five (5) days (i.e., the employee does not automatically receive five (5) days, but shall be granted a leave of absence of between one(1) and five (5) days).

**B. PERSONAL DAYS**

Each employee shall be entitled to two personal days per contract year for imperative personal, legal business, or imperative household or imperative family matters which necessitates the employee's presence and cannot be scheduled outside of work hours. The employee will give at least 48 hours notice, when possible. Personal days cannot be taken on days immediately preceding or following holidays or vacations. Exceptions can be granted by the Superintendent following written request.

### **C. OTHER LEAVES**

All requests for leave of absence, whether paid or unpaid, shall be made in writing to the Superintendent and are subject to his approval. The denial of any such approval shall not be subject to challenge.

### **ARTICLE 11**

#### **VACATION**

- (a) Two weeks paid vacation
- (b) Applicable to 52 week employees only
- (c) After one (1) year continuous service

### **ARTICLE 12**

#### **PERSONNEL FILES**

An employee shall have the right to review the contents of his/her personnel folder, excluding confidential recommendations for employment in or advancement in the Marblehead School system. An employee shall be entitled to have a representative of the Association accompany him during such a review.

An employee shall have the right to submit a written comment on the contents of his/her personnel folder and the comments will be placed in the employee's folder.

### **ARTICLE 13**

#### **TEMPORARY ASSIGNMENT**

In the event an employee is temporarily assigned by his/her supervisor to perform the duties of a person in a higher rated job or daily substitute teaching job and so performs such duties, he/she shall receive compensation for such service at the job rate of the higher rated job or daily substitute teaching job. Such compensation shall continue so long as the employee continues to perform the duties of the higher rated job. It is understood that upon return by the employee to his/her regular duties, the increase in compensation provided for in this Article shall terminate.

In the event an employee is temporarily assigned by his/her Principal to teach a class/classes as a substitute teacher, he/she shall be paid the following extra compensation, subject to the terms and conditions hereinafter provided:

- A. In order to be eligible to receive the extra compensation, the employee must be "highly qualified" by Federal definition or possess a Bachelors Degree and must be in group C, D or E.
- B. The employee shall receive \$10.00 extra for each teaching period so assigned by the Principal, up to a maximum of \$50.00.

**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the provisions of this Agreement.

**Step 1.** The employee, or a representative of the Association, shall take up the grievance with the employee's immediate supervisor within fourteen (14) calendar days of the date of the grievance or of the date the employee first acquired knowledge or should have acquired knowledge of its occurrence. Such grievance shall be submitted in writing. The employee's immediate supervisor shall attempt to adjust the matter and shall respond within fourteen (14) calendar days after the submission of the grievance to him in Step 1.

**Step 2.** If the grievance has not been settled in Step 1, it shall be taken up with the Superintendent, or his designated representative, within seven (7) calendar days after the supervisor's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Superintendent shall respond in writing within ten (10) calendar days after the submission of the grievance to him in Step 2.

**Step 3.** (not applicable to grievances involving discipline) If the grievance is still unresolved, the Association may, within ten (10) calendar days after the reply of the Superintendent is due or received, whichever is earlier, submit the grievance to the Committee. The Committee shall meet with the aggrieved employee and representative of the Association within twenty-one (21) calendar days after receipt of the written grievance in an effort to resolve the matter.

**Step 4.** If the grievance cannot be resolved by and between the Committee and the aggrieved employee and the Association within twenty-one (21) calendar days after the meeting held in Step 3, then the matter may be submitted to arbitration within fourteen (14) calendar days thereafter by either the Committee or the Association pursuant to the Labor Arbitration Rules of the American Arbitration Association.

Failure of the grievant to present a grievance within and to advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a resolution of the grievance against the grievant. The time limits set forth herein may be enlarged by the written consent of the parties hereto. In the event any of the parties to whom the grievance is presented as hereinbefore provided fails to respond within the time limits provided, it shall be deemed a denial of the grievance.

The arbitrator's authority shall be limited to matters involving the interpretation and application of the provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of his authority, the decision of the arbitrator to the extent provided by law shall be final and binding. The fees and expenses of the arbitrator shall be borne equally by the parties. No employee shall have the right to require arbitration.

## **ARTICLE 15**

### **STRIKES**

**Section 1.** There shall be no strikes, walkouts, stoppages or other suspensions of work, boycotts, sit-downs or slowdowns, picketing or any other interference with the Marblehead School District's operations, whether direct or sympathetic. No officer, agent or representative of the Association shall authorize, approve, ratify or condone any of the activities herein prohibited and no employee will instigate, promote, sponsor, engage in or condone any of the activities herein prohibited.

**Section 2.** The Association, its officers, agents and representatives, shall make every reasonable effort in good faith to prevent or terminate any action in violation of Section 1 of this Article, including, but not limited to, publicly declaring that such action is in violation of the Agreement and by instructing and directing the employees to cease such improper conduct and that work be fully resumed.

**Section 3.** The Marblehead School District may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of Section 1. Such action by the District shall not be subject to the grievance and arbitration provisions of this Agreement except as to the questions of whether or not such a violation in fact occurred and whether or not the employees who were disciplined in fact instigated, sponsored, engaged in or condoned any of the activities therein prohibited.

## **ARTICLE 16**

### **JURY DUTY**

In the event that an employee is called for jury duty, the employee shall be permitted to be absent from work so to serve and shall be paid for time spent as a juror the difference between the amount the employee received for jury duty (excluding trial allowances or reimbursement expenses) and the amount the employee would have received had the employee been employed by the Marblehead School District during such time, provided the employee was scheduled to work during such time. Jury pay shall be computed on the basis of the employee's base hourly rate and shall be limited to the amount of hours regularly worked per day. To be eligible for the jury duty benefits provided herein, the employee must give the Marblehead School District reasonable notice that the employee has been summoned for jury duty, must furnish satisfactory evidence that the employee reported for or performed jury duty during the time for which the employee claims payment and during the period of jury service the employee must report for work on days when the employee's services as a juror are not required. An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits listed above.

## **ARTICLE 17**

### **MATERNITY/PARENTAL LEAVE**

A paraprofessional who has completed three consecutive months of employment shall be granted a maternity leave of absence, subject to the terms and conditions hereafter provided:

Leaves for the purpose of giving birth, or as otherwise provided by MGL Chapter 149, Section 105D, not exceeding eight (8) weeks duration shall be granted pursuant to and shall be subject to the terms and conditions of MGL Chapter 149, Section 105D.

The paraprofessional shall give at least two (2) weeks written notice to the Superintendent of her anticipated date of departure and intention to return.

Such leave shall be without pay except as provided below:

A paraprofessional who has given birth may utilize accumulated sick leave while on maternity leave subject to the following terms and conditions:

1. The paraprofessional continues to work until such time as she is physically disabled from working. The Administration may require the paraprofessional to produce medical certification of disability as aforementioned.
2. The accumulated sick leave may only be utilized during the period of physical disability.

## **PAID ADOPTION LEAVE**

(Applicable only to employees who have been actively employed for at least three consecutive years immediately preceding their request for paid adoption leave (hereinafter called "eligible service employees"))

1. An eligible service employee shall be entitled to paid adoption leave, subject to the following terms and conditions:
  - A. Maximum amount of paid adoption leave: 4 weeks (20 work days). (Lost work time within four weeks following the eligible service employee receiving actual custody of the child.)
  - B. Deduction from sick leave: The leave shall be deducted from the eligible service employee's sick leave (annual, if sufficient, otherwise accumulated). In the event the eligible service employee does not have sufficient sick leave to his/her credit, the eligible service employee shall not be eligible for paid adoption leave to the extent of the deficiency.
  - C. Age of adoptive child: The child must be below six years of age.
  - D. Purpose of leave: To make arrangements for and to care for the adopted child.
  - E. If both parents are eligible service employees in the Marblehead school system:

In the event both parents are eligible service employees in the Marblehead School system, either parent may request the paid adoption leave but the total amount of such paid adoption leave shall not exceed the maximum of four weeks.
  - F. Request for Paid Adoption Leave - Time of Leave
    1. The leave shall commence, except as hereinafter provided in F3, upon receiving actual custody of the child, or earlier if necessary to fulfill the requirements of adoption.
    2. The eligible service employee shall give, to the extent possible, at least two (2) weeks written notice to the Superintendent of his/her anticipated date of departure and his/her intent to return.
    3. In the event defacto custody is taken during any of the school vacations during the school year (Christmas, February or April vacation), the leave shall commence on the first work day following such school vacation. This provision shall only be applicable to school vacations during the school year. If defacto custody were taken in July, the eligible service employee would not be eligible for paid adoption leave.

G. Family and Medical Leave Act

If and to the extent the eligible service employees are entitled to leave under the Family and Medical Leave Act, such time shall be charged against the adoption leave.

H. Eligible Service Employees on Maternity Leave

An eligible service employee on maternity leave under Article 17 shall be entitled to paid parental leave subject to the same terms and conditions applicable to paid adoption leave, except as follows:

The amount of the paid parental leave shall not exceed the following: Four weeks less any paid sick leave taken by the eligible service employees on maternity leave.

Example: An eligible service employee on an eight-week unpaid maternity leave is disabled for five days and utilizes five days of sick leave. The eligible service employees in such case would then be entitled to 15 days of paid parental leave and conditions applicable to leave subject to the same terms as paid adoption leave.

## ARTICLE 18

### TUITION REIMBURSEMENT

- A. **Procedure.** College courses, workshops, continuing education unit programs or In-service programs may be approved by the Superintendent. Under normal circumstances, request for approval must be made in writing on a form supplied by the Superintendent in advance of the start of the course. Courses must be approved by the Superintendent.
- B. **Reimbursement.** The paraprofessional shall pay the entire tuition cost of approved courses and will be reimbursed under the following terms and conditions:
1. The paraprofessional must obtain a grade of B- or better and present satisfactory evidence thereof to the Superintendent. In the event the course is not graded in such a fashion, the equivalent of B- or better or evidence of receiving the total Continuing Education Units for the course, shall be satisfactory.



2. A receipted copy of the tuition bill or canceled check must be transmitted to the Superintendent as evidence of the cost of the course.
3. Within thirty (30) days after receipt of Items 1 and 2 of this section (reimbursement), the Committee shall reimburse the paraprofessional for his/her out of pocket tuition payment up to \$250 per fiscal year.

## **ARTICLE 19**

### **TRAINING REIMBURSEMENT**

The School District spends considerable time and resources providing its Paraprofessionals with specialized training that often makes the Paraprofessional more marketable to be employed by other school districts or similar employers. The parties recognize that Paraprofessionals leaving for other employers after receiving "specialized training" has a detrimental impact on MPS and its students. Therefore, the parties agree that Paraprofessionals who receive "specialized training" at the School District's expense shall be required to sign a Training Reimbursement Form agreeing to reimburse the School District for the cost of the training if the employee voluntarily leaves the employment of the School District within two years of receiving the "specialized training." The Superintendent, in his/her discretion, shall determine which trainings constitute "specialized training." The Superintendent, in his/her discretion, may waive the reimbursement if he/she determines that the purpose of this Article (as stated above) would not be furthered by requiring the departing employee to pay said reimbursement.

## **ARTICLE 20**

### **EFFECT OF AGREEMENT**

**Section 1.** This instrument constitutes the entire agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

**Section 2.** 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 matter not removed by law from the area of collective bargaining, and that the understanding 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 each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**Section 3.** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

**Section 4.** No provision of this Agreement shall be retroactive prior to the effective date of this Agreement unless otherwise specifically stated herein.

## **ARTICLE 21**

### **MISCELLANEOUS**

1. The Association acknowledges that the Committee has fulfilled its bargaining obligations with regard to the Drug Policy attached hereto as Exhibit A. No challenge shall be made with regard to the adoption and implementation of said policy by the Committee/Administration.
2. The language of this Agreement shall be interpreted subject to and in conformity with the Education Reform Act of 1993 and any provision of this Agreement inconsistent with the Education Reform Act shall be deemed amended so as to be in compliance with such Act.
3. In the event the hours that an employee actually works are reduced because of a delayed opening of school caused by inclement weather, the employee shall be compensated for such reduced hours at his/her regular hourly rate of pay.

## **ARTICLE 22**

### **FUNDING**

In the event the total School Committee budget presented by the School Committee to the Town Meeting for the first fiscal year of any agreement is not fully funded by the Town Meeting, then the wage increases referred to in any Memorandum of Agreement for the first year shall be of no force and effect at the discretion of the Committee. In the event the Committee so exercises its discretion, the parties shall meet to negotiate as if no agreement had been reached and, in such negotiation, all issues shall be "open."

## **ARTICLE 23**

### **PAYROLL DEDUCTIONS**

The School Committee shall provide that whenever duly authorized by an employee on a form or forms approved by the committee, payroll deductions on behalf of such employee shall be made every payday and paid in accordance with such form or forms for any or all of the following purposes:

1. Premiums under Town of Marblehead employee's Group Insurance Program.
2. Dues for the Marblehead Education Association, Massachusetts Teachers Association, National Education Association from employees authorizing deductions by October 15, with dues deductions to be paid in equal installments from the first pay check in November and continuing for the balance of the school year.
3. Payroll deductions for the Marblehead Municipal Employees Credit Union.  
(intent is to implement provided the payroll program can accommodate deductions)

**HEALTH INSURANCE**

Employees who regularly work 20 or more hours per week will be eligible to participate in any group health insurance plan at the rates and co-pays offered to other Town employees during the term of this Agreement.

**ARTICLE 24**

**DURATION AND RENEWAL**

This agreement shall be in full force and effect from September 1, 2021 to August 31, 2024 except as otherwise provided. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than January 15, 2023 after written notice by either party of its desire to commence negotiations for a successor Agreement. The Committee and the Association, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

In witness of the committee and the Association having duly ratified this agreement, their authorized representatives hereby affix their hands and seals.

Marblehead School Committee

\_\_\_\_\_

Chairperson

\_\_\_\_\_

Date

Marblehead Education Association

\_\_\_\_\_

President

\_\_\_\_\_

Date

## ATTACHMENT A

### DRUG-FREE WORKPLACE POLICY

File: GBEC

The School District will provide a drug-free workplace and certifies that it will:

1. Notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the District's workplace, and specify the actions that will be taken against employees for violation of such prohibitions.
2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free workplace; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for **drug abuse violations occurring in the workplace.**
3. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the statement as required.
4. Notify the employee in the required statement that as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the District of any criminal drug statute **conviction for a violation occurring in the workplace no later than five days after such conviction.**
5. **Notify the federal agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.**
6. Take one of the following actions within 30 days of receiving notice with respect to any employee who is so **convicted; take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program** approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

LEGAL REFS.: The Drug-Free Workplace Act of 1988

CROSS REFS.: JICH, Alcohol Use by Students

SOURCE:MASC/Marblehead

*Marblehead Public Schools Approved 10/18/2018*