

AGREEMENT
BETWEEN THE
SCHOOL COMMITTEE
OF THE
TOWN OF MARBLEHEAD
AND THE
MARBLEHEAD EDUCATION ASSOCIATION
Unit – Permanent Substitutes
September 1, 2025 - August 31, 2028

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AGREEMENT made and entered into as of November 26, 2024, by and between the MARBLEHEAD SCHOOL COMMITTEE, hereinafter referred to as the "Committee" and the MARBLEHEAD EDUCATION, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

The Committee recognizes the Union for the purposes of collective bargaining (as provided by M.G.L. Chapter 150E) as the sole and exclusive bargaining representative for the following employees of the Marblehead School System:

All permanent substitutes, excluding all other employees.

Permanent substitutes as used herein is defined to include only those employees who receive an annual appointment, subject to the Committee's statutory rights, but without a specific teaching schedule or assignment except as determined from day to day or from time to time.

ARTICLE 2 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 express provisions of this Agreement.

Step 1. The employee, or a representative of the Union shall take up the grievance with the employee's immediate supervisor within ten (10) school days (14 calendar days from 6/20 to 9/1) 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 ten (10) calendar days after the submission of the grievance to the immediate supervisor 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 the Superintendent in Step 2.

Step 3. (Not applicable to grievances involving discipline.) If the grievance is still unresolved, the Union 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 Union 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 Union 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 Union 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 time limits of the arbitrator's 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.

A grievance affecting a group of employees may be submitted in writing to the Superintendent directly and the processing of such grievance shall commence at Step 2.

ARTICLE 3

UNION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Union or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings scheduled by the school department, the employee shall suffer no loss of pay.
- B. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings. For afternoon business meetings, the principal of the building in question shall be notified in advance of the time and place of all such meetings to assure that there are no

conflicts. Standard procedures for use of school facilities will be followed for all evening meetings.

- C. The Union shall have, in each school building, the use of an appropriately placed bulletin board in each faculty lounge. The Union shall also be assigned adequate space on the bulletin board in the central office for Union notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- D. The Union shall have the right to use the interschool mail facilities and school mailboxes in accordance with standard procedures.
- E. The President of the Union will be permitted to perform the duties of President during the employee's non-working time.

ARTICLE 4 WORK YEAR

The work year shall not exceed 182 days, including two days of orientation before school starts and 180 days meeting present state requirements with students.

ARTICLE 5 WORK DAY

- 1. Employees shall be present at school fifteen minutes before the official starting time for students and shall remain, except as hereinafter provided, fifteen minutes after the official student dismissal time.
- 2. Employees shall attend all teacher staff meetings. In addition, the principal of the school at which the employee is teaching, or the Superintendent, in their discretion, may require the employees' attendance beyond the aforementioned fifteen minutes for purposes other than teacher staff meetings but not longer than the Unit A teacher dismissal time. Demands by the Superintendent and/or Principal to remain beyond the aforementioned fifteen minutes for purposes other than teacher staff meetings shall not be unreasonably made.

Employees may be required to perform the same supervisory type duties as members of Unit A.

Employees shall have a daily duty free lunch period of from 25 to 50 minutes long (the specific length of time dependent on the conditions in each school) scheduled within the regular work day,

during which time they may leave the building on providing notification to the office of said school.

ARTICLE 6 COMPENSATION

There shall be attached to and considered a part of this Agreement a pay schedule marked "Appendix A." Employees shall be compensated in accordance with said schedule Direct Deposit is mandated for all employees.

ARTICLE 7A SICK LEAVE

Employees who are regularly scheduled to work five days per week shall be entitled to accrue 1.5 sick leave days per month of active employment each school year not to exceed fifteen (15) days. Employees shall be entitled to accumulate sick leave to a maximum of sixty (60) days.

In the event an employee were to be appointed by the Committee to a position covered by the Unit A Agreement between the Committee and the Union, the employee shall be entitled to carry over into Unit A the employee's accumulated sick leave. A running account of sick days shall be recorded on the bi-weekly pay stub as soon as the technology is available to do so.

ARTICLE 7B COMBINED SICK LEAVE BANK

Effective with the start of the 2025-2026 school year, there shall be established a Sick Leave Bank for employees covered by the Marblehead Education Association Instructional Assistants Unit, Operational Support Personnel Unit, Custodians Unit and Permanent Substitutes Unit with the following rules and regulations.

1. The Sick Leave Bank is a benefit available to support employees in positions represented by the bargaining units who due to a prolonged serious illness, have exhausted their accumulated sick, personal, or other leave time and may require additional time to recover from their illness.
 - a. The purpose of Sick Leave Bank is to support members who are experiencing the devastating effects of a serious, long-term illness or injury. It is not designed to replace or

extend accrued sick time for individual employees and it should not be used for purposes for which it was not intended.

2. Initial Establishment of Sick Leave Bank Criteria

- a. Beginning on the first day of the 2025-2026 work year, all employees in positions represented by the MEA in the Instructional Assistants Unit, Operational Support Personnel Unit, Custodians Unit, and Permanent Substitute Unit will be given the opportunity to be members of the Sick Leave Bank by donating one (1) of their sick days to the Sick Leave Bank each school year.

3. New Hire and/or Member Buy in *AFTER* initial Establishment of the Sick Leave Bank

- a. New hires have thirty (30) calendar days to join the Sick Leave Bank from the date of employment by donating one (1) of their sick days to the Sick Leave Bank.
- b. Current employees who did NOT buy into the Sick Leave Bank when it was established and employees who did not elect to join the Sick Leave Bank within thirty calendar days from the date of employment will have thirty (30) calendar days from the start of the new school year to buy into the Sick Leave Bank by donating two (2) of their sick days to the Sick Leave Bank.
- c. Current employees who buy into the Sick Leave Bank after the initial establishment and new employees who buy into the Sick Leave Bank after thirty calendar days from the date of employment will be eligible to draw from the Sick Leave Bank *AFTER* one (1) school year of membership in the Sick Leave Bank.

4. Replenishment of the Sick Leave Bank

- a. The maximum number of days in the Sick Leave Bank shall be one hundred (100) and the minimum number of days shall be thirty (30).
- b. When the number falls below thirty (30) days during a school year, all current members of the Sick Leave Bank who have completed their probationary period will donate one (1) day. If the number of days remaining in the Sick Leave Bank falls below thirty (30) days again in the same school year, members who have the maximum number of sick leave

days will each be asked to contribute one (1) additional day to replenish the Sick Leave Bank.

- c. Members of the Sick Leave Bank who retire from the Marblehead Public Schools may donate up to ten (10) days to the Sick Leave Bank.
- d. Any Sick Leave Bank days that are not used in one school year shall be carried over to the next school year subject to section 4. a) above.

5. Opting Out of Membership in the Sick Leave Bank.

- a. Members of the Sick Leave Bank must notify the payroll office in writing at least fifteen (15) days prior to the start of the new work year if they want to discontinue their membership in the Sick Leave Bank. Failure to notify in writing will automatically continue membership in the Sick Leave Bank for the work year.

6. Administration of the Sick Leave Bank

- a. A Sick Leave Bank Committee of four (4) members will be established between the Marblehead Education Association ("Association") and the Marblehead Public Schools. The Sick Leave Bank Committee will consist of two (2) members designated by the School Committee to serve at the School Committee's discretion and two (2) members designated by the MEA President/Co-Presidents.
- b. The Sick Leave Bank Committee shall determine the eligibility for the use of the Sick Leave Bank and the amount of leave to be granted.
- c. Awards of benefits from the Sick Leave Bank require a majority vote of the full Sick Leave Bank Committee.
- d. In the event of a tie vote, eligibility will be determined by the School Committee where the Marblehead Education Association will represent the member requesting days from the Sick Leave Bank in executive session.
- e. Any initial grant of sick leave by the Sick Leave Bank Committee shall not exceed thirty (30) days. If need continues, reapplication to the Sick Leave Bank may be made for further extensions up to a maximum of thirty (30) days each. Except as provided hereafter in this paragraph, no more than ninety (90) days may be granted by the Sick

Leave Bank Committee to any individual for a single illness or accident. The Sick Leave Bank Committee agrees to give due consideration to those situations of unusual circumstances and for hardship arising from prolonged illness or accident when an employee's accrued sick leave and ninety (90) days from the Sick Leave Bank Committee have been exhausted. Such situations will be brought to attention of the Sick Leave Bank Committee by the Association only, whereupon the Sick Leave Bank Committee may authorize additional days from the Sick Leave Bank but not to exceed the balance of days in the Sick Leave Bank.

- f. A member who has received a grant from the Sick Leave Bank, upon their return to regular duties during the work year, will receive up to five (5) sick leave days from the bank to be used in the event of illness during the remainder of the school year. Days not used will be returned to the Sick Leave Bank on the last day of school in the work year.

7. Criteria to Request Days from the Sick Leave Bank.

- a. Subject to the provisions of this Article, the Sick Leave Bank Committee shall utilize the following criteria in administering the Sick Leave Bank and in determining eligibility and amount of leave:
 - i. Adequate medical evidence, including diagnosis and prognosis, of serious and/or prolonged illness or injury and expected date of return. This information shall remain confidential with the Sick Leave Bank Committee. The Sick Leave Bank Committee may require a second opinion from an independent medical examiner. The cost of the independent medical examination will be borne by the employer.
 - ii. Access to the Sick Leave Bank may be barred because of the history of prior usage or annual and accumulated sick leave.
 - iii. In order for a member to be eligible for the Sick Leave Bank benefits in a successive school year, the members must return to work for a period of time at least as long as the period for which the member received benefits. The Sick Leave Bank Committee may waive this provision in extraordinary circumstances.

8. Sick Leave Bank Binding Agreement.

- a. This Article is not subject to grievance and arbitration. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsider to the Committee itself.

ARTICLE 8

TEMPORARY LEAVES OF ABSENCE WITH PAY

Each employee shall be entitled to the following non-accumulative leaves of absence with full pay each school year.

- A. Each employee shall be entitled to two (2) paid 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 72 hours of 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.
- B. **FUNERAL LEAVE**
In the case of death of the employee's spouse/domestic partner, parent, sibling, child, grandparent, grandchild, parent-in-law, sibling-in-law, sibling of parent, 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); such day(s) to be taken within thirty (30) consecutive days from the date of the death.
- C. One day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- D. One day if the absence is caused by the serious illness of the employee's parent or the serious illness of a member of the employee's immediate household, if the employee's presence is necessary.

ARTICLE 9

PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger the health, safety, or well-being of themselves (excluding any risk inherent in the job).

The Union shall have the right, upon request, to meet with the Administration to discuss safety matters.

- B. The Committee agrees that the Workmen's Compensation provisions of Chapter 152, Section 69 General Laws of the Commonwealth of Massachusetts and as established by the Town of Marblehead providing for benefits to employees and their dependents in the event of incapacity or death arising out of employment shall be accepted and applied to members as so provided.
- C. The Committee agrees that the employees are indemnified by the Town of Marblehead to the extent required by law as provided in Chapter 41, Section 100C of the General Laws of the Commonwealth of Massachusetts and as established by the Town of Marblehead.

ARTICLE 10

EMPLOYEE RIGHTS

- A. Whenever any employee is required by the Superintendent, an administrator, or the Committee to appear before them concerning any matter which could directly and adversely affect their employment, the employee shall, upon request, be entitled to have a representative of the Union present.
- B. No reprisal of any kind shall be taken against any employee for participating in any grievance.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Union or other professional affiliations.

ARTICLE 11A

EMPLOYEE EVALUATION

- A. All formal evaluation of the work performance of an employee shall be conducted with openness and with the full knowledge of the employee.
- B. An employee shall be given a copy of any visit or evaluation report prepared by the employee's evaluator. Employees who question the validity of an evaluation are entitled to another evaluation by a different evaluator appointed by the Superintendent. The evaluator shall meet with the

employee to discuss the evaluation report at a mutually convenient time normally within two (2) days after the employee's evaluation.

- C. An employee shall have the right to review the contents of the employee's personnel folders, excluding confidential recommendations for employment in or advancement in the Marblehead School System. An employee shall be entitled to have a representative of the Union accompany the employee during such a review.
- D. Any employee shall have the right to submit a written comment on the contents of the employee's personnel folder and the comments will be placed in the employee's personnel folder.

ARTICLE 11B

PROBATIONARY PERIOD

YEARLY APPOINTMENT LAYOFF, REDUCTION IN FORCE AND RECALL

Each new employee and each employee hired after a break in service shall be considered as a probationary employee until the employee shall have actually worked three full school years. Probationary employees may be disciplined, discharged or otherwise terminated in the sole discretion of the Superintendent/designee and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

Probationary 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 (1) school year for the following two (2) consecutive full school years. The decision of the Superintendent/designee as to whether to reappoint the probationary employee each of the first three full school years shall be in the sole discretion of the Superintendent/designee, and the Superintendent's/designee's decision thereon shall not be subject to the grievance and arbitration provisions of this Agreement.

Probationary 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. Probationary employees shall be notified, in writing, by the Marblehead School district by June 15th as to their appointment for the next academic year. If there is to be a reduction in the number of employees, the School District will attempt to give notice by June 15th. Probationary employees who are not notified by the Marblehead School District by the last day of school as to whether they have been reappointed are deemed not reappointed.

Employees who have not worked 75 work days may be dismissed without prior notice. The Superintendent/designee shall provide written (or email) notice of the Superintendent's/designee's intent to dismiss employees who have worked more than 75 work days. Such notice shall include the reason(s) for the dismissal and provide the employee with an opportunity to meet with the Superintendent/designee within ten calendar days. Employees who have not completed their probationary period are employees at will. Disciplinary action taken against any employee after expiration of the employee's probationary period shall be subject to a just cause standard.

Examples:

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

The Superintendent/designee, in the event of a contemplated reduction in force, will meet with the Association to discuss the contemplated reduction.

Probationary employees will be laid off prior to employees who have completed their probationary period provided that the employee who has completed the probationary period has the experience, skill, and training to perform the work being performed by the probationary employee.

In making a decision regarding the layoff or reduction in force of an employee(s) who has/have completed the probationary period, the Superintendent/designee shall consider the following criteria:

1. Need;
2. Quality and quantity of performance as determined by the most recent evaluation;
3. Educational background including degrees, and licenses;
4. Experience with subject matter;
5. Experience with grade level(s);

6. Experience with particular student(s);
7. Training;
8. Skills including but not limited to language skills, ASL, RBT certification, Wilson or OG certification;
9. DESE license;
10. Best interest of students.

The Superintendent/designee may assign whatever weight the Superintendent/designee desires to the aforementioned criteria provided the Superintendent's/designee's decision is based on said criteria and provided that the Superintendent/designee considers the best interests of students in the school or District. The Superintendent/designee need not review all of the above criteria. When the Superintendent/designee determines that the qualifications of employees, based on some or all of the criteria above, are no different, seniority in the unit shall be the determining factor.

Employees who have been laid off shall remain on a recall list for an 18-month period from the date of the layoff notice. The Superintendent/designee may use the criteria listed above in determining the order of recall; however, if the Superintendent/designee determines that the qualifications of employees based on criteria above are no different, the Superintendent may use seniority to break the tie.

The laid off employee shall provide the District's Human Resources office with a current email address for the recall period. The Superintendent/designee shall notify an employee by email of a recall, and the employee shall have five calendar days to accept a recall notice by email. Failure to respond to a recall notice within five calendar days shall be deemed a rejection of the offer and the employee shall be removed from the recall list.

Recall notices will be sent by email to the laid off employee's last personal email address in the District's records with a copy of such notice being emailed to the Association.

ARTICLE 12

VACANCIES

Proper notice of all vacancies in the bargaining unit shall be given to the Union and posted in appropriate buildings.

ARTICLE 13
CAR ALLOWANCE

Employees who are required to use their automobiles in the performance of their duties and responsibilities will be reimbursed for all such travel (commuting excluded) at the reimbursable rate determined by the Town of Marblehead.

ARTICLE 14
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 over in accordance with such form or forms for any or all of the following purposes:

1. Purchase of United States Savings Bonds.
2. Premiums under the Town of Marblehead Employee's Group Insurance Program
3. Premiums for any tax sheltered annuity plan contracted by the employee pursuant to 26 U.S.C. § 403(b). (Authorization must be given prior to September 30.)
4. Dues for membership in the Marblehead Education Association, Massachusetts Teachers' Association, and the 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.
5. Payroll deductions for the MTA Credit Union.
6. Payroll deductions for the Marblehead Municipal Employees' Federal Credit Union.
7. Deductions for VOTE provided that at least twenty-five employees in the bargaining unit authorize and continue to authorize such deductions.

ARTICLE 15
TUITION REIMBURSEMENT

1. 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.

2. Reimbursement. The employee shall pay the entire tuition cost of approved courses and will be reimbursed under the following terms and conditions:
 - A. The employee must obtain a grade of B- or better or evidence of receiving the total Continuing Education Units for the course, shall be satisfactory.
 - B. A receipted copy of the tuition bill or canceled check must be submitted to the Superintendent as evidence of the cost of the course; such submission shall be made no later than September 1 for an approved course taken prior to June 30th.
 - C. Within thirty (30) days after receipt of items 1 and 2 of this section (reimbursement), the Committee shall reimburse the permanent substitute for the permanent substitute's out of pocket tuition payment up to six hundred dollars (\$600.00) per fiscal year. The total reimbursement by the Committee in any fiscal year (July 1– June 30) shall not exceed six thousand dollars (\$6,000).

ARTICLE 16

MISCELLANEOUS PROVISIONS

1. The Committee and the Union agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
3. Once employed, any individual contract between the Marblehead School District and an individual employee heretofore or hereafter executed shall be subject to and consistent with the spirit and terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

4. It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by such employee.
5. Requests for leave to attend conferences of an educational nature shall be made to the Superintendent and shall be subject to his approval.
6. The Union acknowledges that the Committee has fulfilled Its bargaining obligations with regard to the Drug Policy attached hereto as Appendix B. No challenge shall be made with regard to the adoption and implementation of said policy by the Committee/Administration.
7. 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.
8. **BI-WEEKLY PAY, DIRECT DEPOSIT, AND ELECTRONIC PAY ADVICES**
The Union acknowledges that the Committee has fulfilled its bargaining obligations with regard to moving from weekly pay to bi-weekly pay. Effective no earlier than the first pay period at least 90 calendar days following notice to the Union and employees of implementation, employees shall receive their pay on a bi-weekly basis through direct deposit with electronic pay advices in lieu of paper paystubs.
9. **HEALTH INSURANCE, DENTAL INSURANCE, AND RETIREMENT:**
Information regarding eligibility for and election of group health insurance, dental insurance, and retirement contributions is available from the Town of Marblehead Human Resources Office.
(This Article is for information purposes only.)
10. **Enrollment of Children of Employee's Represented by the Union**
Children of employees represented by the Union may enroll in the Marblehead Public Schools, on a tuition free basis, except as hereinafter provided, subject to the following terms and conditions:
 - A. The cost of the education shall not exceed 100% of the District's per pupil cost rate as determined by the most recent Department of Education report. Costs in excess of said amount shall be paid by the staff member (or community of the student's residence).
 - B. The Superintendent shall determine the number of slots available each year and the location thereof and shall advise the Union on or before March 15th for grades 1-12, and April 15 for kindergarten of each year. Procedures for applying (forms, deadlines for

applications, etc.) shall be developed by the Superintendent. The Superintendent has discretion in enrolling children of employees into our school system.

- C. Once a child has enrolled in the Marblehead Public Schools, it is understood that the child may remain in the system, subject to the terms and conditions provided herein including space availability, so long as the parent continues to be employed by the Marblehead Public Schools and the child abides by the rules and regulations of the school system.
- D. Marblehead will not be responsible for providing transportation to students who are enrolled pursuant to the provisions of this Article.
- E. The Committee reserves the right to terminate this Article upon six (6) months written notice to the Union.
- F. In the event enrollment applications for the same slot exceed the approved slots, the following shall govern:
Seniority
Example: Three employees represented by the MEA (in any unit) with students in the fourth grade file applications, The Superintendent determines that there are two available fourth grade slots. The seniority of the employees involved shall govern which two students shall be admitted. Seniority for this Section is based on date of hire.
- G. In the event any of the provisions of this Article are found invalid by a Court of competent jurisdiction or by an agency of the Commonwealth, or in the event a Complaint were to issue after a finding of probable cause by an Agency, this Article shall be of no further force and effect.
- H. In the event Marblehead were to become a "Choice" community, the provisions of this Agreement, to the extent required by law, shall be subject to the "Choice" laws and rules and regulations related thereto.

ARTICLE 17

PAID ADOPTION LEAVE

This Article 17 effective for births/adoptions that occur prior to November 26, 2024.

(APPLICABLE ONLY TO PERMANENT SUBSTITUTES WHO HAVE BEEN ACTIVELY EMPLOYED FOR AT LEAST THREE CONSECUTIVE YEARS IMMEDIATELY PRECEDING THEIR REQUEST FOR PAID ADOPTION LEAVE (HEREINAFTER CALLED “ELIGIBLE SERVICE EMPLOYEES”))

An eligible service employee shall be entitled to paid adoption leave, subject to the following terms and conditions:

1. Maximum amount of paid adoption leave: 4 weeks (20 workdays).
(Lost work time within four weeks following the eligible service employee receiving actual custody of the child.)
2. 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 the employee’s credit, the eligible service employee shall not be eligible for paid adoption leave to the extent of the deficiency.
3. Age of adoptive child: The child must be below six years of age.
4. Purpose of leave: To make arrangements for and to care for the adopted child.
5. 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.

6. Request for Paid Adoption Leave – Time of Leave

- A. 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.
- B. The eligible service employee shall give, to the extent possible, at least two (2) weeks written notice to the Superintendent of the employee's anticipated date of departure and the employee's intent to return.
- C. In the event de facto 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 workday following such school vacation. This provision shall only be applicable to school vacations during the school year. If de facto custody were taken in July, the eligible service employee would not be eligible for paid adoption leave.

7. 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.

8. Eligible Service Employees on Maternity Leave

An eligible service employee on maternity leave 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 subject to the same terms and conditions applicable to paid adoption leave.

9. This paid adoption leave Article shall expire and be of no further force and effect on August 30, 2001.

ARTICLE 17

PARENTAL LEAVE

This Article 17 replaces the prior Article 17 and is effective with births/adoptions that occur on or after November 26, 2024.

Massachusetts Parental Leave Act (MPLA), M.G.L. chapter 149, section 105D, provides for up to 8 weeks of leave and the federal Family Medical Leave Act (FMLA) provides for up to 12 weeks of leave for an eligible employee for the birth of the employee's child and for the adoption of a child as defined by these laws. For employees who are eligible for both MPLA and FMLA leaves, these leaves run simultaneously with each other and with the paid leaves provided by this Section. If both parents are employed by the Committee and are eligible for leave benefits provided by the FMLA and/or MPLA for the birth or adoption of the same child, they shall share such benefits.

The employee shall provide at least two (2) weeks' written or email notice to the employee's supervisor and to the Committee's Human Resources office of the employee's anticipated date of departure (or as much notice as practicable when the delay in providing notice is beyond the employee's control) and the employee's intention to return to work following the leave.

Parental leave is for:

- a. The purpose of giving birth and/or bonding with a newborn child; or
- b. The placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee.

Any employee who is eligible for parental leave pursuant to the MPLA and/or the FMLA for the birth or adoption of the employee's child shall be entitled to the following paid leave benefits:

1. An employee who is eligible for FMLA may use up to sixty (60) consecutive work days of leave starting with the first six months following the birth or adoption of the employee's child as defined by the FMLA. The employer shall provide paid leave for the first fifteen (15) days of such leave without deduction from the employee's accrued leave and the employee may use the employee's accumulated paid leave for the balance of the leave not to exceed forty-five (45) days.
2. An employee who is not eligible for FMLA, but who is eligible for MPLA may take up to eight weeks of leave starting with the birth or adoption of the employee's child as defined by the MPLA. The employer shall provide paid leave for the first fifteen (15) days of such leave without deduction from the employee's accrued leave and the employee may use the employee's accumulated paid leave for the balance of the leave period.

Employees who are eligible for both FMLA and MPLA for the birth/adoption of the employee's child shall receive the benefit above that is greater.

Upon completion of the parental leave, the employee shall be restored to the same or similar position the employee held when the parental leave commenced. The Committee shall not be required to restore an employee on parental leave to the previous or similar position if the employee is subject to layoff, nonrenewal or reassignment.

ARTICLE 18


This Article intentionally left blank

ARTICLE 19

DURATION

This Agreement shall become effective September 1, 2025, except as otherwise provided herein, and shall continue in full force and effect until August 31, 2028, except as otherwise provided herein. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than December 15, 2027, after written notice by either party of its' desire to commence negotiations for a successor Agreement. The Committee and the Union, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

Marblehead School Committee


Chairperson

6/26/25
Date

Marblehead Education Association



President

6/17/25
6/17/25
Date

APPENDIX A
WORK YEAR SALARY SCHEDULE

Effective Date	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
September 1, 2025	Eliminate	\$30,600	\$31,700	\$33,500	\$33,900	\$35,000	Not Applicable
September 1, 2026	Not Applicable	\$31,200	\$32,300	\$34,400	\$35,000	\$36,100	\$37,200
September 1, 2027	Not Applicable	\$31,980	\$33,108	\$35,260	\$35,875	\$37,003	\$38,130

APPENDIX B
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

APPENDIX C
JOINT COMMITTEE ON SCHOOL SAFETY

Subject to the limitations in the Joint Committee on School Safety in the MEA Unit A collective bargaining agreement, the MEA and the Committee agree that employees in positions represented by this MEA unit are eligible for appointment by the MEA to the Joint Committee on School Safety established by the MEA and the Committee in the Unit A collective bargaining agreement.