



MEETING NOTICE

POSTED IN ACCORDANCE WITH THE PROVISIONS OF MGL 30A § 20 Act relative to extending certain COVID-19 measures adopted during the state of emergency

Marblehead School Committee

Name of Board or Committee

Address: Marblehead High School - Library at 2 Humphrey St. Marblehead MA 01945

Zoom Conference join via the web link or Dial in: https://marbleheadschoolsorg.zoom.us/j/97295308440?pwd=ZMmxuYQmsxJKYNOgZcUP0hysmLXbQI.1

Meeting ID: 97295308440

Password: 486543

Dial in Phone: #1 646 931 3860

Thursday	December	FAI.		
	37.	5th	2024	6:00PM
Day of Week	Month	Date	Year	Time

Agenda or Topics to be discussed listed below (That the chair reasonably anticipates will be discussed)

- I. Opening Business
 - a. Pledge of Allegiance
 - b. Commendations
 - c. Public Comment
 - d. Student Representative
- II. District Updates- Supt. John Robidoux
- III. Consent Action and Agenda Items
 - a. Schedule of Bills

(vote)

b. Approval of Minutes (9/19/24, 10/17/24)

(vote)

- School Committee Communication and Discussion Items IV.
 - a. MEA Contract Summary

b. Approve MOA for Custodians 1-yr and 3-yr contract

(vote)

c. School calendar change

(vote)

d. School Committee Goals

(vote)

e. Contract approval: MHS roof: Gene Raymond Design

(vote)

Charter Committee Meeting: 12/12/24

g. Subcommittee and Liaison Updates

- V. Closing Business
 - a. New Business- School Committee Announcements and Requests
 - b. Correspondence

Adjournment

Hybrid Meeting Notice: Members of the public are welcome to attend this in-person at 2 Humphrey St. Marblehead MA 01945 or by the remote zoom connection provided. Please note that the in-person meeting will not be suspended or terminated if technological problems interrupt the remote connection.

THIS AGENDA IS SUBJECT TO CHANGE

Chairperson: Jennifer Schaeffner Posted by:

Jennifer Schaeffner

Date:

12/3/24



Marblehead Public Schools

9 Widger Road Marblehead, Massachusetts 01945

Phone: (781) 639-3140

John Robidoux

Interim Superintendent of Schools

Julia Ferreira

Teaching & Learning

LisaMarie Ippolito Assistant Superintendent of Assistant Superintendent of Student Services

Michael Pfifferling

Assistant Superintendent of Finance & Operations

MEMORANDUM

TO:

Marblehead School Committee

FROM:

Michael Pfifferling, Assistant Superintendent of Finance and Operations

DATE:

December 03, 2024

RE:

Schedule of Bills for Approval

Included in this packet are the following Schedules of Bills for your consideration. The schedules and invoices have been uploaded to the shared drive.

Schedule	Amount			
25858	\$	135,776.96		
Total	\$	135,776.96		

Suggested Motion:

Motion to approve the identified schedules of bills totaling \$135,776.96



Marblehead Public Schools

9 Widger Road Marblehead, Massachusetts 01945

Phone: (781) 639-3140

John Robidoux

Interim Superintendent of Schools

Julia Ferreira

Assistant Superintendent of Assistant Superintendent of Teaching & Learning

LisaMarie Ippolito

Student Services

Michael Pfifferling

Assistant Superintendent of Finance & Operations

MEMORANDUM

TO:

Marblehead School Committee

FROM:

Michael Pfifferling, Assistant Superintendent of Finance and Operations

DATE:

December 03, 2024

RE:

Schedule of Bills for Approval

Included in this packet are the following Schedules of Bills for your consideration. The schedules and invoices have been uploaded to the shared drive.

Schedule	Amount	
25793	\$	8,575.74
25794	\$	7,904.02
25810	\$	1,499.74
25811	\$	10,935.47
25812	\$	90,708.76
25816	\$ \$ \$	12,808.04
25819	\$	2,721.92
25829	\$	67,823.64
25840	\$	32,490.95
25843	\$	7,581.41
25850	\$	76,459.60
25854	\$ \$	139,643.27
25868	\$	95,401.73
25869	\$ \$ \$	17,794.77
25870		29,827.18
25871	\$	12,338.51
25887	\$	219,681.79
25897	\$	50,087.08
25898	\$	20,502.79
25909	\$	248,754.27
25913	\$	36,857.73
25917	\$	25,880.61
25941	\$	264,345.49
25954	\$	113,542.92
25955	\$	19.33
25959	\$	300,397.00
25960	\$	95,369.56
25961	\$	12,298.76
25966	\$	6,970.00
Total	\$	2,009,222.08

Suggested Motion:

Motion to approve the identified schedules of bills totaling \$2,009,222.08

Record of the Marblehead School Committee Meeting Thursday September 19, 2024 6:30 PM

Members Present: Jennifer Schaeffner, Sarah Fox, Alison Taylor, Brian Ota, Al Williams

Also Present: John Robidoux-Interim Superintendent, LisaMarie Ipplolito-Assistant Superintendent of

Student Services, Victoria Ryan-Assistant Director of Student Services

I. Initial Business

a. Call to Order

VI. Jennifer Schaeffner makes a motion and vote to meet in executive session pursuant to Mass. General Laws chapter 30A section 21(a) purpose (3) to discuss strategy with respect to and in preparation for collective bargaining with the Marblehead Education Association Unit A, Permanent Substitutes, Unit Tutors, Unit Paraprofessionals, and Unit Custodians because an open discussion may have a detrimental effect on the bargaining position or the Committee with the intent not to return to open session.

Moved by Sarah Fox, Seconded by Brian Ota

Ms. Taylor, Ms. Fox, Mr. Ota, Ms. Schaeffner -All Yes

A roll call vote was taken, and the motion passes 4-0

The School Committee will now meet in Executive Session pursuant to Mass. General Laws chapter 30A section 21(a) purpose (3) to discuss strategy with respect to and in preparation for collective bargaining with the Marblehead Education Association Unit A, Permanent Substitutes, Unit Tutors, Unit Paraprofessionals, and Unit Custodians because an open discussion may have a detrimental effect on the bargaining position or the Committee with the intent not to return to open session.

III. Executive Session

School Committee enters Executive Session at 6:30 PM

IV. Return to Open Session (not prior to 7:00PM)

Jennifer Schaeffner calls the public portion of the meeting to order at 7:18PM

V. Opening Business

- a. Pledge of Allegiance
- b. Commendations
 - John Robidoux commends our fall sports teams on how they finished out this season
 - John also shouts out Adam Angelopolous and Stephanie Tranior, Village School Teachers
- c. Public Comment
 - Sally Shevory-80 Garfield Street
 - Sally would like to honor Katherine Martin for her dedication to our students



- A memorial was requested, such as a library plaque, however they were informed that it would go against school committee policies
- Sally would like to committee to reconsider the addition of the memorial plaque for Katherine Martin
- d. Student Representative-Ella Venadetta(Spelling)
 - Open house last night was successful
 - Fall Sports are in "full swing"
 - One of the High Schools Acapella groups released an EP
 - Ella raises concerns from the senior class about its size this year and the number of parkin spots in relation to the size of the class
- II. District Updates- Superintendent John Robidoux
 - Composting has begun at all schools
 - John recognizes that transportation was a "bit bumpy" during the first two weeks of school
 - Lisa Manning and Todd Bloodgood have made adjustments to the routes
 - The "Wayfinder" program officially kicked off yesterday
 - There are still some open positions throughout the district
 - The survey was sent out to ask the community if they would prefer a 6:00 PM, 6:30PM or 7:00PM start time for the School Committee Meetings
 - The 6:00PM start time was the preference of the community
- III. Consent Action and Agenda Items

a. Schedule of Bills

(vote)

Ms. Schaeffner asks for a motion to approve the identified schedule of bills totaling \$581,728.55

Moved by Ms Taylor, Seconded by Mr. Williams

Ms. Taylor, Ms. Fox, Mr. Ota, Mr. Williams, Ms. Schaeffner and -All Yes

A roll call vote was taken, and the motion passes 5-0

b. Approval of Minutes

(vote)

Ms. Schaeffner asks for a motion to approve the minutes of the School Committee meeting on 06/20/24

Moved by Mr. Williams, Seconded by Mr. Ota

Ms. Taylor, Ms. Fox, Mr. Williams, Ms. Schaeffner and -All Yes

Mr. Ota abstained from the vote

A roll call vote was taken, and the motion passes 4-0 with one abstention

IV. School Committee Communication and Discussion Items

a. Move start time for Marblehead School Committee Business Meetings

- The committee decides to move the start time for the School Committee meetings to 6:00PM effective at the next scheduled school committee meeting
- b. Request to name Brown School Organic Garden (Policy BEDH)
 - Sarah Fox would like to name and dedicate the Brown School organic garden to Katherine Martin
 - The school committee discusses the policy outlining memorials

Ms. Fox asks for a motion to name the Brown Organic Garden to the Katherine Martin Garden

Seconded by Ms. Taylor

Ms. Taylor, Ms. Fox, Mr. Ota, Mr. Williams, Ms. Schaeffner and -All Yes

A roll call vote was taken, and the motion passes 5-0

- c. Tiered Focused Monitoring Corrective Action Plan-LisaMarie Ippolito & Victoria Ryan
 - LisaMarie and Victoria give a presentation on Marblehead Public Schools PSM Compliance Report
 - The data is provided on the areas in which Marblehead is already in compliance and the corrective actions that will be taken to ensure we correct the areas that need improvement
 - The school committee asks clarifying questions to LisaMarie and Victoria regarding the Student Services audit and the PSM Compliance Report information presented
- d. Contract Negotiations update
 - The School Committee provides an update on the negotiations with the MEA
 - Sarah Fox, Jennifer Schaeffner and Thatcher Kezer (Town Administrator) are members
 of the bargaining subcommittee presenting this update to the school committee
 - Jenn presents and answers questions from the community on how we got here and why we currently do not have a new contract for the MEA
 - Some of the reasons we do not currently have a new contract with the MEA:
 - The MEA wage proposals are "unaffordable and unsustainable" and would result in increased staff layoffs
 - A 39.5% increase has been proposed by the MEA for Unit A Teachers and Nurses over a 3 year period
 - Other proposals include:
 - Custodians-67% increase over a 3 year period
 - Tutors-28.8-41% for year one
 - Para's-113.2%-171.7% for year one
 - Perm Subs-31.6%-1.8% for year one
 - Increases for a new annual longevity benefit
 - The limited ways in which the town is able to grow our funding so sustain the MEA's requests are outlined
 - The ways we are able to "balance the budget" include:
 - Levy growth (currently capped at 2.5%)
 - New growth
 - Override?
 - Major Funding Concern-"The MEA's wage proposal increases require a 14% tax override or laying of 42% of staff



- e. Subcommittee and Liaison Updates
 - Safety Subcommittee-Brian Ota
 - o Brian attended John's district safety meeting
 - o All principals have done at least one fire drill
 - Communications Subcommittee-Brian Ota
 - Al and Brian met as the Communications subcommittee and are currently working to update the schools committees webpage
 - Facilities and Finance Subcommittees-Sarah Fox
 - Dates are currently being discussed for the first meetings for both of these subcommittees

IX. Closing Buisness

- a. New Business-School Committee announcements and requests
 - Brian Ota requests that once a month John Robidoux provides an update on attendance
 - Sarah Fox would like to put a budget update on the next school committee meetings agenda
 - Amy Draker (spelling of last name)-Town Charter Committee
 - The town is in the process of possibly creating a town charter and would like to interview each of the elected boards and ask some questions surrounding how they function and deliver services to the community
- b. Correspondence

Meeting is adjourned at 9:36PM by Ms. Schaeffner

Respectfully Submitted, Allison McMahon, Secretary Marblehead School Committee

Record of the Marblehead School Committee Meeting Thursday October 17, 2024 5:30 PM

Members Present: Jennifer Schaeffner, Sarah Fox, Alison Taylor, Brian Ota, Al Williams

Also Present: John Robidoux-Interim Superintendent, Julia Ferreira-Assistant Superintendent of

Teaching and Learning

I. Initial Business

a. Call to Order

VI. Jennifer Schaeffner makes a motion and vote to meet in executive session pursuant to Mass. General Laws chapter 30A section 21(a) purpose (3) to discuss strategy with respect to and in preparation for collective bargaining with the Marblehead Education Association Unit A, Permanent Substitutes, Unit Tutors, Unit Paraprofessionals, and Unit Custodians because an open discussion may have a detrimental effect on the bargaining position or the Committee with the intent not to return to open session.

Moved by Sarah Fox, Seconded by Brian Ota

Ms. Taylor, Ms. Fox, Mr. Ota, Ms. Schaeffner -All Yes

A roll call vote was taken, and the motion passes 4-0

Chairs statement following roll call vote on the motion:

The School Committee will now meet in Executive Session pursuant to Mass. General Laws chapter 30A section 21(a) purpose (3) to discuss strategy with respect to and in preparation for collective bargaining with the Marblehead Education Association Unit A, Permanent Substitutes, Unit Tutors, Unit Paraprofessionals, and Unit Custodians because an open discussion may have a detrimental effect on the bargaining position or the Committee with the intent not to return to open session.

III. Executive Session

School Committee enters Executive Session at 5:30 PM

IV. Return to Open Session (not prior to 6:00PM)

Jennifer Schaeffner calls the public portion of the meeting to order at 6:25PM

- V. Opening Business
 - a. Pledge of Allegiance
 - b. Commendations
 - c. Public Comment
 - Jonathan Heller-26 Ralph Road-MEA Member
 - o Jonathan reads his statement surrounding the state of Marblehead Public Schools



- He highlights the current turnover rates and states that these rates are due to the "teachers feeling disrespected, undervalued and under supported".
- Hannah Partyka-Glover School Educator
 - o Hannah reads her statement surrounding the current negotiations with the MEA
 - She highlights our Paras who are still "making less than state minimum wage"
- Therapeutic Teacher-Village School (Did not state name)
 - This teacher highlights safety concerns within her classroom, as well as others, within the Special Education department at Village School and throughout Marblehead Public Schools
 - o "Marblehead does not have enough staff who are trained to support students and teachers in crisis"
- Alison Carey-289 West shore Drive-Social Worker MHS
 - Alison reads a statement on behalf of Kate Kelley who is a Spanish Teacher at MHS
 - The statement outlines the current parental leave offered by the school department and what the MEA would like to see offered for parental leave
- Meaghan Kalpin-Veterans Middle School Nurse
 - Meaghan references the section of the Unit A contract that limits nurses vertical and horizontal movement through the steps and groups
- Bill Shull-17 Brookhouse Drive
 - Bill would like to urge the school committee to "reflect on the lack of progress within the negotiations"
- Michael Fu-Teacher MHS
 - Michael highlights the legal fees that the School Committee has paid in the past 18 months
 - Michael "implores the school committee to work with the teachers"

II. District Updates- Superintendent John Robidoux

- October is National Principals Month
 - o John thanks and aknowlegdes all of Marblehead's amazing principals
- The sunflowers planted by last year's fifth grade class were entered in a competition at the Topsfield fair and placed 2nd overall
- Day of Service for the High School is 10/23
- Dan Richards, MHS assistant principal, is headed to Washington DC tomorrow representing the National Association of Secondary School Principals board of directors
- Bike Walk and Roll took place on 10/09
- John recognizes the great work that is being done with our Administration team under the guidance of Dr. Dara Monte Jackson as they continue their DEEP initiative (Disruptive Equity Education Project)
- Tonight the overarching MCAS results will be presented for the district
- John Robidoux, Julia Ferreira and Caja Johnson (METCO Director-MPS) attended the METCO Conference at Gillett Stadium on 10/04/24
- A Fall Sports update is provided
- An update on Attendance rates at each of the schools is provided:
 - o Glover-97%
 - o Village-96.6%
 - o Brown-96.8%

- o Vets-96.4%
- o MHS-96%

III. Consent Action and Agenda Items

a. Schedule of Bills

(vote)

Ms. Schaeffner asks for a motion to approve the identified schedule of bills totaling \$1,421,500.65

Moved by Ms. Fox, Seconded by Mr. Taylor

Ms. Taylor, Ms. Fox, Mr. Ota, Ms. Schaeffner and -All Yes

A roll call vote was taken, and the motion passes 4-0

b. Approval of Mintues

(vote)

Ms. Schaeffner asks for a motion to approve the minutes for 07/15/2024

Moved by Ms. Fox, Seconded by Mr. Ota

Ms. Taylor, Ms. Fox, Mr. Ota, Ms. Schaeffner and -All Yes

A roll call vote was taken, and the motion passes 4-0

c. Dispositions for the vehicles that need to come offline (vote)

Ms. Schaeffner asks for a motion to approve the dispositions of the vehicles just described

Moved by Ms. Fox, Seconded by Ms. Taylor

Ms. Taylor, Ms. Fox, Mr. Ota, Ms. Schaeffner and -All Yes

A roll call vote was taken, and the motion passes 4-0

IV. School Committee Communication and Discussion Items

- a. Contract Negotiations Update
 - Jennifer Schaeffner and Sarah Fox provide an update on the Contract Negotiations
 - Jenn and Sarah highlight the new developments since the last presentation on negotiations
 - "The current MEA wage proposals total a \$11,591,107 budget increase over 4 years
 - This will result in layoffs of more than 75 staff members (or 15% of the current staff)
 - Current MEA Proposed increases:
 - o Unit A-33.9% by year 4
 - Custodians-32% by year 4
 - o Tutors-27.8% by year 4
 - o Para's-83.2% by year 4
 - o Perm Subs-52% by year 4

Draft

- Current School Committee Proposed increases:
 - o Unit A
 - 10.5% for steps 1-10 over 4 years & 12% for Step 11 (more than 2/3 of our teachers) over 4 years
 - Addition of Step 12
 - o Custodians
 - 16% wage increase to groups in year 1
 - 4.5% wage increase over next 2 years
 - Sick leave increased by 20%
 - Increase Night Differential by 350% by the end of the contract
 - o Tutors
 - Renamed as "Instructional Assistants"
 - Removing multiyear requirement prior to step advancement
 - Proposing quicker step advancement to advance each year
 - o Para's
 - Reclassify wage table to bring Pre-k, Kindergarten and Special Ed Para to top pay level
 - Up to 65% increase for starting wages and 34% wage increase for top wage scale
 - Increase rate of stepping to higher wage levels
 - Perm Subs
 - Addition of steps and reduction of time between steps to allow for faster advancement
 - 23% wage increase for starting wage over 3 years
 - 17% increase for top step over 3 years
 - o Introduction of a Safety Committee
 - Parental Leave Benefit
 - First 12 days of leave paid by employer
 - Increase to balance of 12 weeks available to be paid by employees accrued time
- b. Supt. Goals

(vote)

- John outlines the Administrator Evaluation Goals for the 2024/2025 School year
 - Goal 1: Professional Practice Goal-Establishment of a consistent district-wide culture and development of appropriate staffing to meet the needs of our students
 - Goal 2: District Improvement Goal-Marblehead will develop a District Improvement Plan (DIP) 2025-2028
 - Goal 3: Student Learning Goal-ensuring students are our first priority by ensuring that they have a voice in certain decision making in the district

Ms. Fox asks for a motion to approve the goals as presented

Moved by Ms. Taylor

Ms. Taylor, Ms. Fox, Mr. Ota, Mr. Williams, Ms. Schaeffner and -All Yes

A roll call vote was taken, and the motion passes 5-0

(vote)

c. School Committee Goals

This item will be moved to a future agenda

d. MPS Athletic Handbook (vote)

Ms. Schaeffner asks for a motion to approve the Athletic Handbook

Moved by Ms. Taylor Seconded by Ms. Fox

Ms. Taylor, Ms. Fox, Mr. Ota, Ms. Schaeffner and -All Yes

A roll call vote was taken, and the motion passes 4-0

- e. MCAS Update-Julia Ferreira
 - This item will be moved to a future agenda
- f. Subcommittee and Liaison Updates
 - Finance Committee-Sarah Fox
 - Kickoff next week

IX. Closing Business

- a. New Business-School Committee announcements and requests
 - Jennifer Schaeffner presents a contract proposal to the committee for a firm that is a Communications company that would work with the School Committee during negotiating the CBA's with each unit
 - They would assist the school committee to ensure that their communications are going out in a timely manner during bargaining
 - This item will be placed on a future agenda for discussion
- b. Correspondence

Meeting is adjourned at 9:26 PM by Ms. Schaeffner

Respectfully Submitted, Allison McMahon, Secretary Marblehead School Committee

Record of the Marblehead School Committee Meeting Thursday September 05, 2024

7:00 PM

Members Present: Jennifer Schaeffner, Sarah Fox, Alison Taylor, Brian Ota, Al Williams

Also Present: John Robidoux-Interim Superintendent, Julia Ferreira-Assistant Superintendent of

Teaching and Learning, Michael Pfifferling-Assistant Superintendent of Finance and

Operations

- I. Initial Business
- a. Call to Order

Alison Taylor calls the meeting to order at

b. Commendations

The YouTube recording started at Public Comment-I do not have the call to order time or the commendations given at the 09/05/24 meeting-emailed Frank

- c. Public Comment
 - Mary McCariston- Pine Cliff Drive
- d. Student Representative-Ella (Last Name)
 - Tuesday 09/03 was the first day of school
 - Freshman and students are settling in well for the new school year
 - Picture Day will be on 09/13
 - First fundraiser for the senior class will be on 09/05

II. District Updates- Superintendent John Robidoux

- John gives commendations to the Custodial and Maintenance workers as well as Tood Bloodgood and Michael Pfifferling for their hard work getting the schools ready to open
- John commends the administrative staff, both new and old, as well in their efforts to get the schools ready to open
- Prior to the start of the school year Julia Ferreira, Matt Fox, Scott Williams, Frank Kowalski, Michele Carlson, Linsday Donaldson, Katie Dula and Jeff Newsome joined Superintendent Robidoux and METCO Director Caja Johnson at a "Meet and Greet" with the families and children that are part of our METCO program
- All new staff was welcomed to the district on 08/28/24 and on 08/29/24 all staff returned for the new school year
- The start of the new school year began on 09/03 and went well overall
- John recognizes the delays with our current bus routes and thanks the community for their patience as we look at how to rectify the situation

- John commends the new Athletic Director Kent Wheeler for coordinating the start of the Fall sports season
- An update is given on the independent investigation into the personnel issues and allegations that are currently ongoing
 - o There is currently no timeline for completion of this investigation
- John thanks all students, staff, caregivers, and community members for their warm welcome to the district

III. Consent Action and Agenda Items

a. Schedule of Bills

(vote)

Ms. Taylor asks for a motion to approve the identified schedule of bills totaling \$826,318.40

Moved by Ms. Schaeffner, Seconded by Ms. Fox

Mr. Williams, Mr. Ota, Ms. Fox, Ms. Schaeffner and Ms. Taylor -All Yes

A roll call vote was taken, and the motion passes 5-0

b. School Nurse Hire

(vote)

- John Robidoux introduces Jessica Chew who is a candidate for the open nursing position at Glover School
- Opened up to the Committee for Discussion
- Sarah Fox asks Jessica if she also has a DESE License
 - o Currently Jessica's DESE License is pending which means she will need to work in a school that already has a licensed RN until such time that her license is issued

Ms. Schaeffner asks for a motion to approve the hiring of Nurse Jessica Chew

Sarah Fox would like to amend the motion

Ms. Fox amends the motion to approve the hiring of Nurse Jessica Chew pending approval of DESE License

Seconded by Mr. Ota

Alison Taylor would like to clarify that we are voting to hire Jessica Chew however the continuation of the assignment is contingent upon obtaining her DESE License

Mr. Williams, Ms. Fox, Ms. Schaeffner and Ms. Taylor -All Yes

Mr. Ota- No

A roll call vote was taken, and the motion passes 4-1

c. Donations (4)

(vote)

- i. Board of Health Narcan for Schools
 - The Board of Health has donated additional Narcan Kits to each one of our schools-in addition to the ones we already receive from the state

Ms. Taylor asks for a motion to approve the donation Narcan Kits to each school by the Board of Health

Moved by Mr. Ota, Seconded by Mr. Williams

Mr. Williams, Mr. Ota, Ms. Fox, Ms. Schaeffner and Ms. Taylor -All Yes

A roll call vote was taken, and the motion passes 5-0

- ii. (1) AED for Athletic Department
 - The Walker Foundation along with Seniors participating in Senior Project have raised money to donate an additional AED to Marblehead Public Schools

Ms. Taylor asks for a motion to approve the AED Donation as a result of money raised from the Senior Project

Moved by Mr. Ota, Seconded by Mr. Williams

Mr. Williams, Mr. Ota, Ms. Fox, Ms. Schaeffner and Ms. Taylor -All Yes

A roll call vote was taken, and the motion passes 5-0

- iii. Free Period-Menstrual Products for School Building
 - "Free Period" has decided to donate menstrual products to the Village School and High School
 - The company has also donated books for informational purposes for elementary students as well as older students

Ms. Taylor asks for a motion to approve the donation from "Free Period" that will provide Menstrual Products for the High School and Village School

Moved by Ms. Fox, Seconded by Mr. Ota

Mr. Williams, Mr. Ota, Ms. Fox, Ms. Schaeffner and Ms. Taylor -All Yes

A roll call vote was taken, and the motion passes 5-0

- iv. All Sports Boosters: \$30,000 for Tennis Court repair
 - The Marblehead Boosters have raised money to repair the Tennis Court at the High School

Ms. Taylor asks for a motion to approve the donation of \$30,000 from All Sports Boosters for Tennis Court Repair Moved by Ms. Fox, Seconded by Mr. Ota

Mr. Williams, Mr. Ota, Ms. Fox, Ms. Schaeffner and Ms. Taylor -All Yes

A roll call vote was taken, and the motion passes 5-0

- d. Social Emotional Learning (SEL) Curriculum-Julia Ferreira and Angela Graziatno (vote)
 - Julia and Angela give a presentation on the Social Emotional Learning Curriculum that took place during Summer 2024
 - The Key Highlights of the program are discussed
 - The team is recommending Wayfinder as our K-12 SEL Curriculum
 - Wayfinder is introduced to the School Committee
 - o "Wayfinder Designs all content using a Human Centered Design Process"
 - The research and reviews that were considered when making this decision are outlined
 - "The School District shall provide age-appropriate instruction on bullying prevention in each grade that is incorporated into the curriculum of the school district or school. The curriculum shall be evidence-based"
 - Angela outlines the different "themes" that would be discussed at each grade level within the program as well as the ways that the SEL program will be effectively integrated into the schools
 - The program will also focus on College and Career readiness

Ms. Fox asks for a motion to approve the Social Emotional Learning Curriculum as presented

Seconded by Mr. Ota

Mr. Williams, Mr. Ota, Ms. Fox, Ms. Schaeffner and Ms. Taylor -All Yes

A roll call vote was taken, and the motion passes 5-0

- e. School Committee 2024-2025 Calendar of Meetings (vote)
 - The Committee discusses holidays and school breaks in relation to School Committee Meetings
 - The possibility of changing the start time of the School Committee Meetings to 6:00 PM is discussed
 - The vote on the School Committees Calendar of Meetings will be moved to the next meeting

IV. School Committee Communication and Discussion Items

- a. Subcommittee and Liaison position assignments
 - Policy Subcommittee-Alison Taylor & Jennifer Schaeffner
 - Facilities Subcommittee-Sarah Fox & Al Williams
 - Budget Subcommittee-Sarah Fox & Alison Taylor
 - Bargaining Subcommittee-Sarah Fox & Jennifer Schaeffner
 - Safety and Security Subcommittee-Brian Ota
 - Communication Subcommittee-Al Williams & Brian Ota
 - METCO Liason-Al Williams
 - SEPAC-Brian Ota

- Health and Wellness Subcommittee-Alison Taylor
- School Advisory Council-One at Each School
 - o Sarah Fox-Brown
 - o Al Williams-High School
 - Alison Taylor-Village
 - o Brian Ota-Glover
 - Jennifer Schaeffner-Vets
- b. Schedule for School Committee goal setting workshop
 - The School Committee met in a workshop at the end of August with MASC
 - The Committee will be working on School Committee Goals as well as Superintendent Goals
 - Dates are discussed in the end of September for the workshop

V. Closing Business

- a. New Business-School Committee announcements and requests
 - Sarah Fox would like to dedicate the Organic garden at Brown to Katie (last name) and would like to put this on the next school committee's agenda to discuss
- b. Correspondence-None

VI. Alison Taylor makes a motion and vote to meet in executive session pursuant to Mass. General Laws chapter 30A section 21(a) purpose (3) to discuss strategy with respect to and in preparation for collective bargaining with the Marblehead Education Association Unit A, Permanent Substitutes, Unit Tutors, Unit Paraprofessionals, and Unit Custodians because an open discussion may have a detrimental effect on the bargaining position or the Committee with the intent not to return to open session.

Moved by Sarah Fox, Seconded by Brian Ota

Mr. Williams, Mr. Ota, Ms. Fox, Ms. Schaeffner and Ms. Taylor -All Yes

A roll call vote was taken, and the motion passes 5-0

The School Committee will now meet in Executive Session pursuant to Mass. General Laws chapter 30A section 21(a) purpose (3) to discuss strategy with respect to and in preparation for collective bargaining with the Marblehead Education Association Unit A, Permanent Substitutes, Unit Tutors, Unit Paraprofessionals, and Unit Custodians because an open discussion may have a detrimental effect on the bargaining position or the Committee with the intent not to return to open session.

School Committee enters Executive Session at 9:00 PM (Do not have call to order time so I am not certain this time is correct)

Respectfully Submitted, Allison McMahon, Secretary Marblehead School Committee

Memorandum of Agreement

Between the Marblehead School Committee And

The Marblehead - Unit A

November 26, 2024

The Marblehead School Committee "(Committee") and the Marblehead Education Association – Unit A ("Union") agree that provisions in their 2021-2024 collective bargaining agreement shall be amended as follows for a successor collective bargaining agreement:

1. Article XXXV: Duration and Negotiation of Successor Agreement

Amend Article XXXV as follows:

- A. Replace "September 1, 2021 to August 31, 2024" with "September 1, 2024 to August 31, 2025" in Sections A and D.
- B. Replace "no later than December 2023" with "no later than December 2024" in Section B.

2. Appendix A: Salary Schedule (p. 30)

- A. Remove the obsolete salary tables.
- B. Create new salary tables as follows:

Year	School Year	Increase
Year 1 *		Add 2.0% to all steps. Add a new Step 12 to all Masters Lanes at 1.5% above Step 11 in the same lane. Drop Step 1 in all of the Masters Lanes

^{*}All new salary tables will continue to include the current language below the table which follows: "School nurses are not eligible above M column and are limited to steps 1 through 9. No movement is allowed into B9, B21, and B30. Only grandfathered employees are allowed to be at those rates."

3. Appendix K: Educator Evaluation

A Joint Labor Management Committee (JLMC) will be established effective within thirty (30) school days following ratification of this Agreement consisting of four (4) members appointed by the President/Co-Presidents of the MEA Unit A and four (4) members appointed by the Interim Superintendent/Superintendent. The JLMC will review the provisions in Appendix K and may make recommendations for updates and revisions to the Parties. The JLMC will make its recommendations to the Parties on or before March 28, 2025 for implementation the following school year. If the Union ratifies the recommended changes and the School Committee approves the recommended changes, the changes will go into effect for the 2025-2026 school year, and the Parties will revise Appendix K to reflect the agreed-upon changes.

4. Article XXVIII - Tuition Reimbursement Program

A. Amend Section C.2 of Article XXVIII as follows (new language underlined):

A receipted copy of the tuition bill 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.

^{**}The Year Isalary table will go into effect the later of the following two dates: (i) September 1, 2024 or (ii) the first work day following ratification of the successor agreement if ratification occurs after September 1, 2024.

5. Article XXVII, New Section R:

R. Training: The parties recognize the value of training including but not limited to training in appropriate techniques to address the social and emotional needs of students. The Superintendent/designee determines the training for employees each year. While some training may be mandated, the parties also recognize that employees are in a good position to identify areas for training or additional training. Therefore, on or before March 15 of each fiscal year, employees and/or the Union may submit requests for specific areas for training to their Principal and Superintendent.

6. Add a New Appendix P - Joint Committee on School Safety

The Committee and the MEA agree to establish a joint committee on school safety with the following members:

Appointed By	Members
MEA	Up to and including 10 members which may include one employee from each of the MEA units, including the MEA President/Co-Presidents.
Interim Superintendent/Superintenden t	Up to and including 10 members which will include the Superintendent/designee.

The Joint Committee on School Safety shall be co-chaired by the Superintendent/designee and one of the MEA Co-presidents. The Joint Committee on School Safety will meet two times per academic year (generally in September and February) outside of the student school day but may meet more or less frequently by agreement. In the 2024-2025 academic year, the first meeting will occur within 30 school days from ratification of this Agreement and the second meeting shall be scheduled by the Joint Committee on School Safety.

Sharing a mutual interest in ongoing discussions of school safety, the Joint Committee on School Safety may review topics including, but not limited to, the following: District policies, procedures, protocols, reporting forms, training materials, and handbooks. The members on the Joint Committee on School Safety shall work collaboratively and will strive to reach consensus on recommendations.

The Joint Committee on School Safety will present its findings and recommendations, if any, at a posted, public meeting of the full School Committee on a date determined by the Chair of the School Committee between March 1 and April 15 of each year. The Joint Committee on School Safety must notify the Chair of the School Committee by March 1 that it will be presenting to the School Committee and request that the Chair notify the Joint Committee on School Safety of a date for such presentation.

7. Lead Nurse

Amend Appendix F as follows:

- A. Revise the title of Appendix F as follows (new language underlined): "APPENDIX F-1: SCHOOL PSYCHOLOGISTS"
- B. Add a new Appendix F-2 as follows:

APPENDIX F-2: LEAD NURSE

The work year for the lead nurse is the teacher work year as defined by Article

VII (Teacher Work Year) plus up to and including an additional five (5) days as

determined by the Superintendent/designee. Such additional day/days shall be
scheduled by mutual agreement between the Lead Nurse and the

Superintendent/designee within the ten (10) days immediately preceding the
regular work year. The Lead Nurse shall be compensated for each such additional
workday actually worked at the Lead Nurse's per diem rate in effect on the date
that the work is performed.

8. Housekeeping:

- A. Gender Neutral Pronouns. Replace gender pronouns as follows:
 - Replace "his/her" with "the employee's"
 - Replace "him/her" with "the employee"
 - Replace "he/she" with "the employee"
- B. Replace "Association" with "Union" where appropriate.
- C. Fix agreed-upon typographical and formatting errors while proofreading successor CBA.
- D. Stipend Agreement Update the stipends in the Unit A CBA to conform to the parties' agreement
- E. Replace Article XIX section C with the sick leave bank agreement between the parties and add the following to Section 8 of the Sick Leave Bank: "The Sick Leave Bank 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 reconsideration by the Committee itself."
- F. Effective September 1, 2024, move High School Yearbook Advisor from Category 2 to Category 1
- G. Effective September 1, 2024, add the High School National Art Honor Society to Category 4.

9. Replace Article XIV with the following:

Article XIV - Enrollment of Children of Employee's Represented by the Association

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 Association 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 he/she 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 Association.
- 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.

10. Article XXII: Maternity and Parental Leaves

Effective with births/adoptions that occur on or after the later of the following two dates: (i) September 1, 2024, or (ii) the date that this Memorandum of Agreement is ratified by the Union membership [insert date of ratification], amend Article XXII (Maternity and Parental Leaves) by replacing Section I. II. III and IV¹ in their entirety with the following:

I. PARENTAL LEAVE

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.

¹ Retain Section V (Extended Parental Leaves Without Pay) of Article XXII.

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 within 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 accured 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.

- II. This Section intentionally left blank.
- III. This Section intentionally left blank.
- This Section intentionally left blank.

11. Article VII.B. Teacher Work Year

Replace Section B of Article VII with the following:

Subject to Section C, the work year is defined as 184 days, including two (2) days for administratively determined professional development before school starts, 180 days meeting present state requirements with students, and two days for administratively determined professional development which may be scheduled before and/or during the student school year. The work year for employees new to Unit A is 185 days including all of the days in the prior sentence and one (1) additional work day for orientation before school starts. Notwithstanding any contrary provision in paragraph 1 of Article VIII, Section A of this Agreement, the work day on the four (4) administratively directed professional development days and the orientation day shall start at 8:00 a.m. and end at 2:30 p.m. with a 30-minute lunch break. Subject to Section C,

the parties agree to schedule 185 days for students for purposes of allowing for school cancellation during inclement weather, with the understanding that unused days beyond the above stipulated 180 days for students will be dropped at the end of the year.

12. Article XIII: Summer and Optional Employment

Remove the Hourly Rates in the final bullet and add the following new hourly rate:

Hourly Rate effective the first work day following ratification of this Memorandum of Agreement < Insert date of ratification], 2024: \$40.00

13. Article XX. Section A.4 (funeral leave)

Effective with deaths that occur after ratification <insert date>, replace Section A.4 with the following:

In the case of death of the employee's husband, wife, spouse/domestic partner, parent, sibling, child, grandparent, grandchild, parent-in-law, sibling-in-law, sibling of a 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.

This Memorandum of Agreement is subject to ratification by the Union Unit A and approval of the Marblehead School Committee <u>and</u> ratification by the MEA Unit A and approval of the Marblehead School Committee of the Memorandum of Agreement covering the 3-year period from September 1, 2025 – August 31, 2028. Subject to the prior sentence, this Agreement is agreed to by the bargaining teams for the Union Unit A and the School Committee on this 26th day of November 2024.

Bargaining Team for the Marblehead School Committee

Bargaining Team for the MEA Unit A

Africano

Ham S. Carre

Memorandum of Agreement

Between the Marblehead School Committee And

The Marblehead Education Association Unit – Tutors

November 26, 2024

The Marblehead School Committee "(Committee") and the Marblehead Education Association – Tutors' Unit ("Union") agree that provisions in their 2021-2024 collective bargaining agreement shall be amended as follows for a successor collective bargaining agreement:

1. Article 22 - Duration and Negotiation of Successor Agreement (p.15)

Amend Article 22 as follows:

- A. Replace "September 1, 2021 to August 31, 2024" with "September 1, 2024 to August 31, 2025" in Sections A and D.
- B. Replace "October 15, 2023" with "October 15, 2024" in Section B.
- 2. Article 6 Compensation (pp. 5-6)
 - A. Delete the obsolete hourly rates and add the following new hourly rates to Section A:

Effective Date	Step 1	Step 2 Currently, employees become eligible for placement on Step 2 after 3 full school years of service in Marblehead
The later of the following two dates: (i) September 1, 2024 or (ii) the first work day following ratification of the successor agreement if ratification occurs after September 1, 2024	\$25.66	\$30.14

(Retain the remaining language in Section A of Article 6)

- B. Amend Section E of Article 6 (p. 6) by adding the following to the end of Section E: "The Committee may provide employees with electronic pay advices in lieu of paper paystubs."
- C. Amend Article 6 (p. 6) by adding the following new section F.
 - F. Bi-weekly pay: The Association 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 Association and employees of implementation, employees shall receive their pay on a bi-weekly basis.
- D. Effective January 1, 2025, each pre-kindergarten paraprofessional, kindergarten paraprofessional, Special Education paraprofessional, and the Chemistry Lab Assistant will be moved from the MEA Paraprofessional Unit to the Tutors' (Instructional Assistants') Unit at Step 1. Such pre-kindergarten paraprofessional, kindergarten paraprofessional, Special Education

paraprofessional, and the Chemistry Lab Assistant move to Step A on September 1, 2025, and must work one full school year (2025-2026) as a Tutor (Instructional Assistant) to be eligible to move to Step B on September 1, 2026.

3. Article 10 Section A - Funeral Leave (p. 7)

Replace Section A with the following: (new language underlined; deleted language struck):

A. FUNERAL LEAVE

In the case of death of the employee's husband, wife, spouse/domestic partner, parent, sibling, child, grandparent, grandchild, parent-in-law, sibling-in-law, sibling of a 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.

4. Article 11 - Payroll Deductions (pp. 7-8):

Amend the list of payroll deductions by adding the following:

- 4. Payroll deductions for the MTA Credit Union
- 5. Purchase of United States Savings Bonds.
- Premiums for any tax- sheltered annuity plan contracted by the employee pursuant to 26 U.S.C. § 403(b)
- 7. Deductions for VOTE provided that at least twenty-five employees in the bargaining unit authorize and continue to authorize such deductions.

5. Article 17- Tuition Reimbursement Program (pp. 12-13)

Amend Section B. 2 of Article 17 as follows (new language underlined):

A receipted copy of the tuition bill or canceled check must be transmitted to the Superintendent as evidence of the cost of the course; such transmission shall be made no later than September 1 for an approved course taken prior to June 30th.

6. Article 18 – Insurance (p. 13)

Replace Article 18 in its entirety with the following:

ARTICLE 18

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.)

7. Article 20, New Section F - Training:

F. Training: The parties recognize the value of training including but not limited to training on appropriate techniques to address the social and emotional needs of students. The Superintendent/designee determines the training for employees each year. While some training may be mandated, the parties also recognize that employees are in a good

position to identify areas for training or additional training. Therefore, on or before March 15 of each fiscal year, employees and/or the Union may submit requests for specific areas for training to their Principal and Superintendent. Effective with the start of the 2025-2026 school year, employees may be required to attend the professional development day(s) for teachers prior to the start of the student school year.

8. Housekeeping:

A. Gender Neutral Pronouns. Replace gender pronouns as follows:

Replace "his/her" with "the employee's"

Replace "him/her" with "the employee"

Replace "he/she" with "the employee"

- B. Replace "Association" with "Union" where appropriate.
- C. Fix agreed-upon typographical and formatting errors while proofreading successor CBA.
- D. Change "Tutor" to "Instructional Assistant" and change "Tutors" to "Instructional Assistants"

9. Article 16 - Maternity/Parental Leave and Paid Adoption Leave (pp. 10-12)

Effective with births/adoptions that occur on or after the date that this Memorandum of Agreement is ratified by the Union membership *[insert date of ratification]*, replace Article 16 (Maternity/Parental Leave and Paid Adoption Leave) in its entirety with the following:

Article 16 PARENTAL LEAVE

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 accured 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 accured 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.

10. Amend Article 20 (Miscellaneous) by adding the following new Section F:

F. Enrollment of Children of Employee's Represented by the Association

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 Association 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 he/she 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 Association.
- 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.

11. New 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.

12. Article 21: Funding

Delete Article 21 in its entirety and replace with "This Article intentionally left blank."

This Memorandum of Agreement is subject to ratification by the MEA Tutors' Unit and approval of the Marblehead School Committee <u>and</u> ratification by the MEA Tutors' Unit and approval by the Marblehead School Committee of the Memorandum of Agreement covering the 3-year period from September 1, 2025-August 31, 2028. Subject to the prior sentence, this Agreement is agreed to by the bargaining teams for the Tutors' Unit and the School Committee on this 26th day of November 2024.

Bargaining Team for the

Marblehead School Committee

Bargaining Team for the Tutors' Unit

Memorandum of Agreement

Between the Marblehead School Committee And

The Marblehead Education Association Unit - Paraprofessionals

November 26, 2024

The Marblehead School Committee "(Committee") and the Marblehead Education Association — Paraprofessionals' Unit ("Union") agree that provisions in their 2021-2024 collective bargaining agreement shall be amended as follows for a successor collective bargaining agreement:

1. Article 24: Duration and Renewal (p. 19)

Amend Article 24 as follows:

- A. Replace "September 1, 2021 to August 31, 2024" with "September 1, 2024 to August 31, 2025" in the first sentence.
- B. Replace "January 15, 2023" with "January 15, 2025" in the second sentence.

2. Article 1 - Recognition

A. Effective 11:59 PM on December 31, 2024, the pre-kindergarten paraprofessionals, kindergarten paraprofessionals, special education paraprofessionals, and the Chemistry Lab Assistant, shall be removed from the Paraprofessional Unit. (They are being moved to the Tutor Unit effective January 1, 2025.)

B. Effective 12:01 AM on January 1, 2025, amend Article 1 as follows (new language underlined and deleted language struck):

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 ad exclusive bargaining representative for all paraprofessionals <u>lunchroom/recess monitors</u>, <u>van monitors</u>, the Village school year clerical position, and the Middle School schoolyear clerical <u>position</u> 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.

3. Effective January 1, 2025, change the name of the unit from "Unit - Paraprofessionals" to "Operational Support Personnel Unit".

4. Article 6 - Classification and Pay Plan (pp. 7-9)

A. Effective the later of the following two dates: (i) September 1, 2024 or (ii) the first work day following ratification of the successor agreement if ratification occurs after September 1, 2024, revise Section A as follows:

Group A	Group C	Group D
Lunchroom/Reces s Monitor	Van Monitor	Village/Middle Clerical

B. Delete the obsolete Hourly Pay Schedules in Section B and add the following new hourly pay schedule:

Effective the later of the following two dates: (i) September 1, 2024 or (ii) the first work day following ratification of the successor agreement if ratification occurs after September 1, 2024:

GROUP	POSITIONS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	New Step 8
A	Lunchroom/Recess	Eliminate	Eliminate	\$16.00	\$16.50	\$17.00	\$17.50	\$18.50	\$19.50
С	Van Monitor	Eliminate	Eliminate	\$17.50	\$18.00	\$18.50	\$19.50	\$20.50	\$21.00
D	Village/Middle School Clerical	Eliminate	Eliminate	\$19.00	\$19.50	\$20.00	\$20.50	\$21.50	\$22.00

C. Effective the later of the following two dates: (i) September 1, 2024 or (ii) the first work day following ratification of the successor agreement if ratification occurs after September 1, 2024, amend the following current provisions below the wage table as follows (new language underlined, deleted language struck):

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 perweek and who have worked thirty (30) hours or more perweek as a Paraprofessional for at least five (5) consecutive years in the Marblehead Public Schools are eligible for Step-7. Step advancement occurs on September 1 of each academic year. To advance to the next step, the employee must have actually worked at least one hundred (100) days in the prior academic school year.

The parties agree that effective September 1, 2015, the District shall implement mandatory direct deposit for all bargaining unit employees. The Association 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 Association and employees of implementation, employees shall receive their pay on a bi-weekly basis with electronic pay advices in lieu of paper paystubs.

D. Amend Section F New Employee Placement (p. 9) by deleting "other than the seven (7) years of continuous service step" from the end of the sentence.

3. Article 18: Tuition Reimbursement Program (pp. 16-17)

Amend Section B. 2 of Article 17 as follows (new language underlined):

A receipted copy of the tuition bill or canceled check must be transmitted to the Superintendent as evidence of the cost of the course; such transmission shall be made no later than September 1 for an approved course taken prior to June 30th.

4. Article 10 Temporary Leaves of Absence (p. 10)

Amend Section A as follows (deleted language struck, new language underlined and bold – note underlined language that is not bold is current underlining):

A. <u>FUNERAL LEAVE</u>

1) In the case of death of the employee's husband, wife, spouse/domestic partner, parent, sibling, child, grandparent, grandchild, parent-in-law, sibling-in-law, sibling of a 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.

5. Article 23- Payroll Deductions (p. 19)

Amend Article 23 by adding the following:

- 4. Payroll deductions for the MTA Credit Union.
- 5. Purchase of United States Savings Bonds
- 6. 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.)
- 7. Deductions for VOTE provided that at least twenty-five employees in the bargaining unit authorize and continue to authorize such deductions.

6. Housekeeping

A. Gender Neutral Pronouns. Replace gender pronouns as follows: Replace "his/her" with "the employee's" Replace "him/her" with "the employee"

Replace "he/she" with "the employee"

B. Replace "Association" with "Union" where appropriate.

C. Fix agreed-upon typographical and formatting errors while proofreading successor CBA.

7. Article 17 Maternity/Parental Leave and Paid Adoption Leave (pp. 14-16)

Effective with births/adoptions that occur on or after the date that this Memorandum of Agreement is ratified by the Union membership [insert date of ratification], replace Article 17 (Maternity/Parental Leave and Paid Adoption Leave) in its entirety with the following:

Article 17 PARENTAL LEAVE

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:

- 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 accured 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.

- 8. Article 21 Miscellaneous New Section 4:
 - 4. Enrollment of Children of Employee's Represented by the Association

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 Association 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 he/she 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 Association.
- 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.
- 9. Article 3 (Hours of Work) and Article 19 (Training Reimbursement)
 - A. Replace the entire Article 19, including the title with the following:

ARTICLE 19 TRAINING

The parties recognize the value of training including but not limited to training on appropriate techniques to address the social and emotional needs of students. The Superintendent/designee determines the training for employees each year. While some training may be mandated, the parties also recognize that employees are in a good position to identify areas for training or additional training. Therefore, on or before March 15 of each fiscal year, employees and/or the Union may submit requests for specific areas for training to their Principal and Superintendent.

B. Amend Article 3 by revising the first sentence of the fourth paragraph as follows (added language bold):

Each employee who is directed in writing by the Principal or Superintendent to attend training and/or a meeting(s) outside of his/her regular work day will be paid for the time he/she is in attendance at each such training and meeting(s).

10. New Appendix B:

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.

11. Article 23

Replace the "HEALTH INSURANCE" section in Article 23 in its entirety with the following:

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.)

12. Article 22 - Funding

Delete Article 22 in its entirety and replace with "This Article intentionally left blank."

This Memorandum of Agreement is subject to ratification by the MEA Paraprofessionals' Unit and approval of the Marblehead School Committee <u>and</u> ratification by the MEA Paraprofessionals' Unit and approval by the Marblehead School Committee of the Memorandum of Agreement covering the 3-year period from September 1, 2025-August 31, 2028. Subject to the prior sentence, this Agreement is agreed to by the bargaining teams for the Paraprofessionals' Unit and the School Committee on this 26th day of November 2024.

Bargaining Team for the Marblehead School Committee

Bargaining Team for the Paraprofessionals' Unit

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Memorandum of Agreement

Between the Marblehead School Committee And

The Marblehead Education Association Permanent Substitutes Unit

November 26, 2024

The Marblehead School Committee "(Committee") and the Marblehead Education Association — Permanent Substitutes' Unit ("Union") agree that provisions in their 2021-2024 collective bargaining agreement shall be amended as follows for a successor collective bargaining agreement:

1. Article 19: Duration (p. 12)

Amend Article 19 as follows:

- A. Replace "September 1, 2021 to August 31, 2024" with "September 1, 2024 to August 31, 2025" in the first sentence.
- B. Replace "December 15, 2023" with "December 15, 2024" in the second sentence.
- 2. Appendix A Salary Schedule (p. 13)
 - A. Delete the obsolete salary schedules
 - B. Add the following new salary schedule:

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
The later of the	Eliminate	\$28,500	\$30,000	\$31,000	\$32,400	\$33,000
following two						
dates: (i)						
September 1,						
2024 or						
(ii) the first work						
day following						
ratification of the						
successor						
agreement if						
ratification						
occurs after						
September 1,						
2024						
1						

3. Article 16 Miscellaneous Provisions (p. 10)

Amend Article 16 by adding the following new Section H:

- H. Bi-weekly Pay, Direct Deposit, and Electronic Pay Advices The Association 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 Association 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.
- Article 15: Tuition Reimbursement Program (p. 9)
 Amend Section B. 2 of Article 17 as follows (new language underlined):
 A receipted copy of the tuition bill or canceled check must be submitted to the

Superintendent as evidence of the <u>cost of the</u> course; <u>such submission shall be made no</u> <u>later than September 1 for an approved course taken prior to June 30th</u>.

5. Article 8 Temporary Leaves of Absence with Pay (p. 6)

Amend Section B as follows (deleted language struck, new language underlined and bold – note underlined language that is not bold is current underlining):

B. FUNERAL LEAVE

In the case of death of the employee's husband, wife, spouse/domestic partner, parent, sibling, child, grandparent, grandchild, parent-in-law, sibling-in-law, sister-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.

6. Article 14 Payroll Deductions

- A. Amend Section 3 as follows (new language underlined; deleted language struck): Premiums for any tax- sheltered annuity plan contracted by the employee pursuant to the United States Public Law #87-70 26 U.S.C. § 403(b). (Authorization must be given prior to September 30.)
- B. Add a new section 7 as follows:7. Deductions for VOTE provided that at least twenty-five employees in the bargaining unit authorize and continue to authorize such deductions.

7. Housekeeping:

A. Gender Neutral Pronouns. Replace gender pronouns as follows:

Replace "his/her" with "the employee's"

Replace "him/her" with "the employee"

Replace "he/she" with "the employee"

- B. Replace "Association" with "Union" where appropriate.
- C. Fix agreed-upon typographical and formatting errors while proofreading successor CBA.

8. Article 17- Paid Adoption Leave (pp. 10-12)

(Note; This Article expired on August 30, 2001; see (last sentence of Article 17 on p. 12)

Effective with births/adoptions that occur on or after the date that this Memorandum of Agreement is ratified by the Union membership [insert date of ratification], replace Article 17 (Paid Adoption Leave) in its entirety with the following:

Article 17 PARENTAL LEAVE

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 accured 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.

9. <u>Article 16- Miscellaneous Provisions, new Section</u> -Enrollment of Children of Employee's Represented by the Association

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 Association 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 he/she 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 Association.

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.

10. New 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.

11. Article 16 - new section:

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.)

12. Article 19: Funding

Delete Article 19 in its entirety and replace with "This Article intentionally left blank."

This Memorandum of Agreement is subject to ratification by the MEA Permanent Substitutes' Unit and approval of the Marblehead School Committee and ratification by the MEA Permanent Substitutes' Unit and approval by the Marblehead School Committee of the Memorandum of Agreement covering the 3year period from September 1, 2025-August 31, 2028. Subject to the prior sentence, this Agreement is agreed to by the bargaining teams for the Permanent Substitutes' Unit and the School Committee on this 26th day of November 2024.

Bargaining Team for the Marblehead School Committee Bargaining Team for the Permanent Substitutes'

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Memorandum of Agreement

Between the Marblehead School Committee And

The Marblehead - Unit A

November 26, 2024

The Marblehead School Committee "(Committee") and the Marblehead Education Association – Unit A ("Union") agree that provisions in their 2024-2025 collective bargaining agreement shall be amended as follows for a successor collective bargaining agreement:

1. Article XXXV: Duration and Negotiation of Successor Agreement

Amend Article XXXV as follows:

- A. Replace "September 1, 2024 to August 31, 2025" with "September 1, 2025 to August 31, 2028" in Sections A and D.
- B. Replace "no later than December 2024" with "no later than December 2027" in Section B.

2. Appendix A: Salary Schedule (p. 30)

- A. Remove the obsolete salary tables.
- B. Create new salary tables as follows:

Year	School Year	Increase	
Year 1 *	2025-2026	2.0% increase to all Steps except Step 12 3% increase to Step 12	
Year 2 *	2026-2027	Add 3% to all Steps except Step 12 Add 4% to Step 12	
Year 3 *	2027-2028	Eliminate Step 2 Add 3.5% to all Steps 2 – 12 Add a new Step 13 that is 2% above Step 12.	

^{*}All new salary tables will continue to include the current language below the table amended as follows (deleted language struck): "Sehool nurses are not eligible above M column and are limited to steps 1-through 9. No movement is allowed into B9, B21, and B30. Only grandfathered employees are allowed to be at those rates."

3. Article XXVIII - Tuition Reimbursement Program

Amend Section C.4 as follows (new language underlined; deleted language struck):

The total reimbursement by the Committee in any fiscal year (July 1- June 30) shall not exceed \$37,000, effective September 1, 2012; \$38,000 effective September 1, 2013; \$39,000 effective September 1, 2015 through the length of this contract. through June 30, 2025. Effective July 1, 2025, the total reimbursement by the Committee in any fiscal year (July 1- June 30) shall not exceed \$50,000. In the event said \$37,000 (\$38,000 effective September 1, 2013; \$39,000 effective September 1, 2014) that the maximum amount of reimbursement is not expended in any fiscal year, the amount not so expended shall not be carried over to subsequent years.

4. Article XIII: Summer and Optional Employment

Remove the Hourly Rates in the final bullet and add the following new hourly rates:

Hourly Rate effective September 1, 2025

\$42.00

Hourly Rate effective September 1, 2026

\$45.00

Hourly Rate effective September 1, 2027

\$50.00

5. Article XII- Compensation

Add the following new Section H

H. MISSED PREP PERIODS

When, at the direction of the principal, an educator misses the educator's prep period to serve as the substitute for a class period for a class whose teacher is absent, the principal shall provide the educator with a make-up prep period during that same day or by the end of the week or if the make-up prep period is not or cannot be provided, the educator shall receive compensation at the Hourly Rate in Article XIII.

6. Article XII.1.B.2 (School Nurse Compensation).

Effective September 1, 2025, amend Article XII.1.B.2 as follows (deleted language struck; new language added):

Notwithstanding any provision of this Agreement to the contrary, Effective September 1, 2025, school nurses may not are eligible to move beyond Step 9 in throughout the MA lanes in the salary schedule and only the following Master's degrees shall be eligible for placement of a school nurse in the MA lane: (a) Master's degree in nursing (MSN), (b) Master's degree - Nurse Practitioner (MSN-Nurse Practitioner) with a specialty in pediatrics.

7. <u>Joint Labor Management Committee to discuss consideration and implementation of the following changes to Article VIII and to provide for a morning recess in the early elementary grades:</u>

Amend Article VIII Sections A.1 and 2 as follows (new language underlined; deleted language struck):

ARTICLE VIII: TEACHING HOURS AND TEACHING LOAD

A. Hours:

1. The arrival and dismissal times for students are as follows:

Elementary Schools - 8:00/8:05/8:15 a.m. - 2:15/2:20/2:30 p.m.

Middle Schools - 8:00 a.m. - 2:30 p.m.

High Schools -7:55 a.m. - 2:37 p.m.

Effective with the start of the 2025-2026 academic year, the above times are replaced with the following:

The arrival and dismissal times for students are as follows:

Elementary Schools - 7:55/8:00/8:10 a.m. -2:15/2:20/2:30 p.m.

Middle Schools - 7:55 a.m. - 2:30 p.m.

High Schools -7:50 a.m. - 2:37 p.m.

The Committee/Administration shall have the right to shift at any time the aforementioned starting and dismissal times for students up to thirty (30) minutes in either direction (earlier or later). Prior to implementing any such change, representative(s) of the Committee/Administration shall meet with the Association to advise the Association as to the reasons for the change and to give the Association the opportunity to express their opinions concerning the change.

2. In addition to being present during the regular student day as defined above, teachers at the elementary level shall arrive 45 10 minutes before the student arrival time and, Monday through Thursday, shall stay 30 minutes after the student dismissal time and on Friday, 5 minutes after the student dismissal time. Teachers at the middle school shall arrive 45 10 minutes before the student arrival time and, Monday through Thursday, shall stay 40 minutes after the student dismissal time and on Friday, 10 minutes after the student dismissal time. Teachers at the high school shall arrive 45 10 minutes before the student arrival time and, Monday through Wednesday, shall stay 25 minutes after the student dismissal time and on Thursday, shall stay 20 minutes after the student dismissal time, and on Friday, may leave immediately following the student dismissal time. If the last day of the school week falls on a day other than a Friday, the aforementioned rules for Friday shall apply to that day.

The aforementioned time after school provides teacher availability for extra help with students, conferences with parents, teacher meetings, planning, and preparation of materials. Middle school and High school teachers will schedule regular make-up time one afternoon per week after the close of school. It is expected that teachers will spend additional time to expedite these ends.

8. Article VIII. Section B.3.A

Planning Time:

High School teachers shall receive at least one <u>self-directed</u> planning period per day <u>equal to a coresubject teaching period.</u>

This Memorandum of Agreement is subject to ratification by the Union Unit A and approval of the Marblehead School Committee <u>and</u> ratification by the MEA Unit A and approval of the Marblehead School Committee of the Memorandum of Agreement covering the 1-year period from September 1, 2024- August 31, 2025. Subject to the prior sentence, this Agreement is agreed to by the bargaining teams for the Union Unit A and the School Committee on this 26th day of November 2024.

Bargaining Team for the Marblehead School Committee

Bargaining Team for the MEA Unit A

Memorandum of Agreement

Between the Marblehead School Committee And

The Marblehead Education Association Unit - Tutors

November 26, 2024

The Marblehead School Committee "(Committee") and the Marblehead Education Association – Tutors' Unit ("Union") agree that provisions in their 2024-2025 collective bargaining agreement shall be amended as follows for a successor collective bargaining agreement:

- 1. <u>Article 22 Duration and Negotiation of Successor Agreement</u> (p.15) Amend Article 22 as follows:
 - A. Replace "September 1, 2024 to August 31, 2025" with "September 1, 2025 to August 31, 2028" in Sections A and D.
 - B. Replace "October 15, 2024" with "October 15, 2027" in Section B.
- 2. Article 6 Compensation (pp. 5-6)
 - A. Effective September 1, 2025, replace Section A of Article 6 with the following:
 - A. Hourly Pay Schedule

Effective Date	Step A	Step B (After 1 full school year of service as a Tutor in the MPS)	Step C (After 2 full school years of service as a Tutor in the MPS)	Step D (After 3 full school years of service as a Tutor in the MPS)	Step E (After 4 full school years of service as a Tutor in the MPS)
September 1, 2025	\$26.18	\$27.70	\$29.22	\$30.75	n/a
September 1, 2026	\$26.70	\$28.25	\$29.80	\$31.36	\$31.67
September 1, 2027	\$27.37	\$28.96	\$30.55	\$32.14	\$32.46

3. Effective September 1, 2025, Special Education Tutors assigned to a sub-separate program who have a DESE license in moderate disabilities and/or severe disabilities shall receive a differential of one dollar (\$1.00) per hour.

4. Article 3 - Hours of Work (p. 4)

Amend Article 3 by adding the following new paragraph between the first and second paragraphs

Effective with the start of the 2025-26 work year, the Administration will provide employees with
their hours of work ten (10) calendar days prior to the first day of school for students. Nothing in
the prior sentence shall limit the Administration's right to change hours of work during the school
year. The Administration will provide at least five (5) calendar days prior notice if the change in
schedule will result in an earlier start and/or a later end time for the employee unless a student
need requires less notice.

4. Article 8 - Sick Leave (p. 6)

Effective the September 1st following ratification of this Agreement, replace the first paragraph in Article 8 as follows (new language underlined; deleted language struck):

Employees who are regularly scheduled to work four days per week shall be entitled to accrue sick leave at the rate of one (1) 1.2 days per month of active employment but not to exceed ten (10) twelve (12) days in one (1) academic year. 2011 2012 sick days will be increased by one day to a total of 11 days. Employees who are regularly scheduled to work five days per week shall accrue sick leave at the rate of 1.5 days per month of active employment not to exceed fifteen (15) days in one academic year. Days are prorated for part-time work.

5. Article 17- Tuition Reimbursement Program (pp. 12-13)

Effective July 1, 2026, replace Section B. 3 of Article 17 with the following:

Within thirty (30) days after receipt of items 1 and 2 of this section (reimbursement), the Committee shall reimburse the tutor for the tutor'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).

6. Article 8 Sick Leave

- A. Relabel the Current Article 8 as "Article 8A Sick Leave".
- B. Add the following new Article 8B Combined Sick Leave Bank:

ARTICLE 8B COMBINED SICK LEAVE BANK

Effective with the start of the school year following ratification of this Agreement, there shall be established a Sick Leave Bank for employees covered by the Marblehead Education Association Tutors Unit, Paraprofessional Unit, Custodians Unit, and Permanent Substitutes Unit with the following rules and regulations.

- a. 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.
 - i. The purpose of Sick Leave Bank is to support members who are experiencing the devasting 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.
- b. Initial Establishment of Sick Leave Bank Criteria
 - i. Beginning on the first day of the work year following ratification of this agreement, all employees in positions represented by the MEA in the Tutor Unit, Paraprofessional 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.

- c. New Hire and/or Member Buy in AFTER initial Establishment of the Sick Leave Bank
 - i. 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.
 - ii.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.
 - iii. 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.

d. Replenishment of the Sick Leave Bank

- i. 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).
- ii. 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.
- iii. 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.
- iv. 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.
- e. Opting Out of Membership in the Sick Leave Bank.
 - i. 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.

f. Administration of the Sick Leave Bank

- i. 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.
- ii. 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.
- iii. Awards of benefits from the Sick Leave Bank require a majority vote of the full Sick Leave Bank Committee.

- iv. 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.
- v. 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.
- vi. 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.
- g. Criteria to Request Days from the Sick Leave Bank.
 - i. 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:
 - 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.
 - 2. Access to the Sick Leave Bank may be barred because of the history of prior usage or annual and accumulated sick leave.
 - 3. 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.
- h. Sick Leave Bank Binding Agreement.
 - i. 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.

7. Article 4

Effective September 1, 2025, amend Article 4 as follows (new language underlined, deleted language struck):

ARTICLE 4

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 he/she the employee shall have actually worked seventy five (75) full days three full school years. Probationary employees may be disciplined, discharged or otherwise terminated in the sole discretion of the Committee/Administration

Superintendent/designee and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

Probationary Eemployees 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 Marblehead School District

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 Marblehead School District

Superintendent/designee, and the District's Superintendent's/designee's decision thereon shall not be subject to the grievance and arbitration provisions of this Agreement.

By May 15th a list of expected positions will be posted. Probationary Eemployees 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 Eemployees 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 tutors employees, the School District will attempt to give notice by June 15th.

Probationary Eemployees who are not notified by the Marblehead School District by the last day of school as to whether they have been reappointed should be are deemed not reappointed.

Notification to those appointed shall, to the extent known, include the assignment, the location and the hours.

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 upon after expiration of his/her the employee's probationary period and prior to the expiration of his/her 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 arbitral
- 2. Probationary Eemployee not reappointed not arbitral
- 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. 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.

This Memorandum of Agreement is subject to ratification by the MEA Tutors' Unit and approval of the Marblehead School Committee and ratification by the MEA Tutors' Unit and approval by the Marblehead School Committee of the Memorandum of Agreement covering the 1-year period from September 1, 2024-August 31, 2025. Subject to the prior sentence, this Agreement is agreed to by the bargaining teams for the Tutors' Unit and the School Committee on this 26th day of November 2024.

Bargaining Team for the Marblehead School Committee Bargaining Team for the Tutors' Unit

Memorandum of Agreement

Between the Marblehead School Committee And

The Marblehead Education Association Unit - Paraprofessionals

November 26, 2024

The Marblehead School Committee "(Committee") and the Marblehead Education Association – Paraprofessionals' Unit ("Union") agree that provisions in their 2024-2025 collective bargaining agreement shall be amended as follows for a successor collective bargaining agreement:

1. Article 24: Duration and Renewal (p. 19)

Amend Article 24 as follows:

- A. Replace "September 1, 2024 to August 31, 2025" with "September 1, 2025 to August 31, 2028" in the first sentence.
- B. Replace "January 15, 2025" with "January 15, 2028" in the second sentence.

2. Article 6 Classification and Pay Plan (pp. 7-9)

Year 1: Effective September 1, 2025:

GROUP	POSITIONS	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	New Step 9
A	Lunchroom/Reces	\$16.3 2	\$16.8 3	\$17.3 4	\$17.8 5	\$18.8 7	\$19.89	\$20.4 0
С	Van Monitor	\$17.8 5	\$18.3 6	\$18.8 7	\$19.8 9	\$20.9 1	\$21.42	\$21.9 3
D	Village /Middle Clerical	\$19.3 8	\$19.8 9	\$20.4 0	\$20.9 1	\$21.9 3	\$22.44	\$22.9 5

Year 2: Effective September 1, 2026:

GROUP	POSITIONS	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	Lunchroom/Reces s Monitor	\$16.6 5	\$17.1 7	\$17.6 9	\$18.2 1	\$19.2 5	\$20.29	\$20.8 1
С	Van Monitor	\$18.2 1	\$18.7 3	\$19.2 5	\$20.2 9	\$21.3 3	\$21.85	\$22.3 7
D	Village/Middle Clerical	\$19.7 7	\$20.2 9	\$20.8 1	\$21.3 3	\$22.3 7	\$22.89	\$23.4 1

Year 3: Effective September 1, 2027:

GROUP	POSITIONS	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Α	Lunchroom/Reces	\$17.0	\$17.6	\$18.1	\$18.6	\$19.7	\$20.80	\$21.3

	s Monitor	7	0	3	7	3		3
С	Van Monitor	\$18.6 7	\$19.2 0	\$19.7 3	\$20.8 0	\$21.8 6	\$22.44	\$22.9 3
D	Village/Middle Clerical	\$20.2 6	\$20.8 0	\$21.3 3	\$21.8 6	\$22.9 3	\$23.46	\$24.0 0

3. Article 18: Tuition Reimbursement Program (pp. 16-17)

Effective July 1, 2025. replace Section B.3 with the following:

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 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 three thousand dollars (\$3,000.00).

4. Article 8 – Sick Leave

- A. Relabel the Current Article 8 as "Article 8A Sick Leave".
- B. Revise the first sentence in Article 8A as follows (deleted language struck; new language underlined):

Employees who are regularly scheduled to work fewer than five days per week shall be entitled to accrue sick leave at the rate of one day per month of active employment not to exceed ten days in one academic year, and 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 in one academic year.

5. Add the following new Article 8B - Combined Sick Leave Bank:

ARTICLE 8B COMBINED SICK LEAVE BANK

Effective with the start of the school year following ratification of this Agreement, there shall be established a Sick Leave Bank for employees covered by the Marblehead Education Association Tutors Unit, Paraprofessional Unit, Custodians Unit and Permanent Substitutes Unit with the following rules and regulations.

- 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 devasting 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 work year following ratification of this agreement, all employees in positions represented by the MEA in the Tutor Unit,

Paraprofessional 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.

This Memorandum of Agreement is subject to ratification by the MEA Paraprofessionals' Unit and approval of the Marblehead School Committee <u>and</u> ratification by the MEA Paraprofessionals' Unit and approval by the Marblehead School Committee of the Memorandum of Agreement covering the 1-year period from September 1, 2024-August 31, 2025. Subject to the prior sentence, this Agreement is agreed to by the bargaining teams for the Paraprofessionals' Unit and the School Committee on this 26th day of November 2024.

Bargaining Team for the Marblehead School Committee

Bargaining Team for the Paraprofessionals' Unit

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Memorandum of Agreement

Between the Marblehead School Committee And

The Marblehead Education Association Permanent Substitutes Unit

November 26, 2024

The Marblehead School Committee "(Committee") and the Marblehead Education Association – Permanent Substitutes' Unit ("Union") agree that provisions in their 2021-2024 collective bargaining agreement shall be amended as follows for a successor collective bargaining agreement:

1. Article 19: Duration (p. 12)

Amend Article 19 as follows:

- A. Replace "September 1, 2024 to August 31, 2025" with "September 1, 2025 to August 31, 2028" in the first sentence.
- B. Replace "December 15, 2024" with "December 15, 2027" in the second sentence.

2. Appendix A Salary Schedule (p. 13)

A. Add the following new 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 Applicabl e
September 1, 2026	Not Applicabl e	\$31,200	\$32,300	\$34,400	\$35,000	\$36,100	\$37,200
September 1, 2027	Not Applicabl e	\$31,980	\$33,108	\$35,260	\$35,875	\$37,003	\$38,130

3. Article 7 – Sick Leave

A. Relabel the Current Article 7 as "Article 7A - Sick Leave".

Amend the first paragraph of Article 7A as follows:

Employees who are regularly scheduled to work five days per week shall be entitled to accrue ten (10) 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 thirty days (30) sixty (60) days. Employees who have used up their accumulated sick leave may request an extension of that leave with pay to be approved at the discretion of the Superintendent.

B. Add the following new Article 7B - Combined Sick Leave Bank:

ARTICLE 7B COMBINED SICK LEAVE BANK

Effective with the start of the school year following ratification of this Agreement, there shall be

established a Sick Leave Bank for employees covered by the Marblehead Education Association Tutors Unit, Paraprofessional Unit, Custodians Unit and Permanent Substitutes Unit with the following rules and regulations.

- 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 devasting 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 work year following ratification of this agreement, all employees in positions represented by the MEA in the Tutor Unit, Paraprofessional 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.
- 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.
- 4. <u>Article 15: Tuition Reimbursement (p. 9)</u> Effective July 1, 2025, replace Section B.3 with the following:

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).

5. Article 11

- A. Relabel Article 11 as "Article 11A"
- B. Add a new Article 11B as follows:

Effective September 1, 2025, amend Article 4 as follows (new language underlined, deleted language struck):

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
- 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;
- 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.

This Memorandum of Agreement is subject to ratification by the MEA Permanent Substitutes' Unit and approval of the Marblehead School Committee and ratification by the MEA Permanent Substitutes' Unit and approval by the Marblehead School Committee of the parties' Memorandum of Agreement covering the 1-year period from September 1, 2024–August 31, 2025. Subject to the prior sentence, this Agreement is agreed to by the bargaining teams for the Permanent Substitutes' Unit and the School Committee on this 26th day of November 2024.

Bargaining Team for the Marblehead School Committee Bargaining Team for the Permanent Substitutes' Unit

Marblehead Public Schools 2024-2025 School Calendar

August/September 2024 (20)							
M	T	W	Th	F			
26	27	*28	29	30			
2	3	4	5	6			
9	10	11	12	13			
16	17	18	19	20			
23	24	25	26	27			
30							

	October 2024					
M	Т	W	Th	F		
	1	2	3	4		
7	8	9	10	11		
14	15	16	17	18		
21	22	23	24	25		
28	29	30	31			

	Nov	ember 2	2024	(17)
M	Т	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

	December 2024							
M	Т	W	Th	F				
2	3	4	5	6				
9	10	11	12	13				
16	17	18	19	20				
23	24	25	26	27				
30	31							

	January 2025			
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Au	gust	
•	*28	New Teacher Orientation
•	29	Teacher Prof. Dev.
•	30	No School

Sep	tember	
•	2	No School - Labor Day
	3	First Day of School
		Grades 1 - 12
•	4	First Day of School
		Grades PK - K

•	3-4	No School - Rosh Hashanah
•	14	No School - Indigenous Peoples
		Day
•	23	Early Release gr. PK-12
		Prof. Dev

		Conferences
		(full day gr. 9-12)
•	8	No School
		Conferences gr. PK-8
		Prof. Dev. gr. 9-12
•	11	No School - Veterans Day
•	27	Early Release
	28-29	No School - Thanksgiving Br

Dec	cember	
•	23-31	No School - December Brea

Jan	uary	
•	1	No School - Dec/Jan Break
•	2	Students return to school
•	20	No School -
		Dr. Martin Luther King, Jr. Day
•	31	No School - gr. PK-12
		Prof. Dev.

Feb	ruary	
•	17-21	No School - Winter Break

Ma	rch	
•	19	Early Release only gr. PK-8 Prof. Dev. (full day gr. 9-12)

•	18	Early Release gr. PK-12
		Good Friday
•	21-25	No School - Spring Break
Ma	y	
•	14	Early Release only gr. PK-8
		Prof. Dev. (full day gr. 9-12)
	26	No School - Memorial Day

dui	i C	
•	19	No School - Juneteenth
•	20	Last Day for Students
		Early Release for students
•	23	Last Day Staff/ Teacher Prof. Dev.

	February 2025			
M	Т	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

	N	March 2025		
M	Т	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

	A	April 2025		(17)	
M	Т	W	Th	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18_	
21	22	23	24	25	
28	29	30			

		May 202	(21)	
M	Т	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

		June 2025		
M	Т	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	20 27
30				

No School for Students – Prof. Dev. or Conferen	No School for Students and Teachers/School Year Staf vacation break	DATE TO THE PROPERTY OF THE PR
First Day of School for students grades 1-12	Early Release Days due to Prof. Dev., Conferences, or	before a break
Last Day of School for students - 180 days	185 th day of school for students if needed for cancellati	ions

Goal 1: Review and Update all School Committee Policies/Protocols

Goal: The policies and protocols are critical areas that the School Committee must remain current. The policies must be kept current yearly with the Massachusetts General Laws (that pertain to schools) and with any regulations from the Massachusetts Department of Elementary and Secondary Education (DESE).

- Policy SubCommittee will review all School Committee policies/procedures to ensure they are aligned with legal, MASC, and/or DESE requirements.
 - Suggest updates to any out of date policies/procedures.
 - o Request assistance from Legal or MASC as needed.
- Organize the policy folder on the School Committee website to allow for an easy-to-follow identification process for the community.

Checkpoints expected to be provided to the full School Committee following each Policy Sub-Committee meeting.

Expected Date of Completion: June 2025

Goal 2: Enhance and Improve SC Communications

Goal: The Marblehead School Committee will develop a detailed plan on ways and opportunities to improve and enhance the communications provided to the community. These communications will work toward developing further transparency, but also greater reach of communications.

- Create a Communications SubCommittee
- Develop a template for SC monthly newsletter
- Improve the SC Website
- Provide School Committee meeting minutes within a month of meeting date
- Draft a proposal for the management of public comment response
- Identify potential improvements for School Committee meetings
 - Schedule an additional teamwork/communications MASC workshop
- Create short surveys on a quarterly basis to ensure to gather updated community feedback
- Develop a plan to improve relationship with local media
 - Contact Marblehead Current and Marblehead Weekly and MHTV

Check points at School Committee Meetings during sub committee report outs

Goal 3: Improve the documentation and communication of the Marblehead Public School budget process to provide additional opportunities for transparency and understanding among the community.

Goal: A clear understanding of the budgeting process is needed. The budget books are available online, providing line item level detail to the community. In an effort to further partner with the community, the SC will work to improve communications and understanding around the MPS budgeting process. There are many misconceptions about how the budgeting process works.

- Develop an outline of the MPS budgeting process
 - Present outline at the beginning of each budget season
- Create budget primer to include:
 - o Process used to develop budget
 - o Where numbers are derived
 - Required timetable set by the Superintendent
 - o Purpose of meetings with Finance Committee
 - Definition of terms
 - o Explanation of Budget Sub-Committee roles and responsibilities
- Develop a one page cheat sheet
 - Identify gaps and additional available data points
- Identify opportunities to update/improve any budget process related policies/procedures as needed

Checkpoints expected at the full School Committee meeting once a month. Expected Date of Completion: March 2025