



DATE POSTED:
 2024 OCT 10 PM 3:30
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 TOWN CLERK

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

<u>Marblehead School Committee</u>
Name of Board or Committee

HYBRID MEETING

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

OR

Zoom Conference join via the web link or Dial in

Join Zoom Meeting

<https://marbleheadschoools-org.zoom.us/j/92374900341?pwd=V6O6YIGgxbVdNxD1U83HgFcy5gLL0M.1>

Meeting ID: 923 7490 0341

Passcode: 302983

Dial in phone # 1 646 558 8656

Thursday	October	17th	2024	5:30PM
Day of Week	Month	Date	Year	Time

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

- I. Initial Business
 - a. Call to Order

- II. 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, Unit Permanent Substitutes, Unit Tutors, Unit Paraprofessionals, and Unit Custodians because an open discussion may have a detrimental effect on the bargaining position of the Committee with the intent to return to open session.

Chair’s Statement following roll call vote on the motion:

The Committee will now be meeting 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, Unit Permanent Substitutes, Unit Tutors, Unit Paraprofessionals, and Unit Custodians because an open discussion may have a detrimental effect on the bargaining position of the Committee with the intent to return to open session.

III. Executive Session

Strategy discussion with respect to and in preparation for collective bargaining with the Marblehead Education Association Unit A, Unit Permanent Substitutes, Unit Tutors, Unit Paraprofessionals, and Unit Custodians.

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

- V. Opening Business
 - a. Pledge of Allegiance
 - b. Commendations
 - c. Public Comment
 - d. Student Representative

- VI. District Updates- Supt. John Robidoux

- VII. Consent Action and Agenda Items
 - a. Schedule of Bills (vote)
 - b. Approval of Minutes (vote)
 - c. Dispositions for the vehicles that need to come offline (vote)

- VIII. School Committee Communication and Discussion Items
 - a. Contract Negotiations Update
 - b. Supt. Goals (vote)
 - c. School Committee Goals (vote)
 - d. MPS Athletic Handbook (vote)
 - e. MCAS update- Julia Ferreira
 - f. Subcommittee and Liaison Updates

- IX. 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: Lisa Manning
 Date: 10/10/2024



Marblehead Public Schools

9 Widger Road
Marblehead, Massachusetts 01945
Phone: (781) 639-3140

John Robidoux
Interim Superintendent of Schools

Julia Ferreira
*Assistant Superintendent of
Teaching & Learning*

LisaMarie Ippolito
*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: October 10, 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
25408	\$ 62.92
25438	\$ 92,166.20
25603	\$ 160,378.00
25623	\$ 337.50
25629	\$ 96,992.47
25631	\$ 25,539.84
25667	\$ 278,448.85
25677	\$ 69,456.18
25686	\$ 37,573.65
25707	\$ 7,506.85
25709	\$ 58,392.98
25710	\$ 13,332.68
25711	\$ 141.38
25725	\$ 1,710.00
25740	\$ 142,242.39
25754	\$ 36,636.33
25758	\$ 352.00
25759	\$ 22,155.16
25760	\$ 17,113.58
25772	\$ 120,706.60
25780	\$ 79,513.73
25788	\$ 103,984.51
25792	\$ 38,160.17
25794	\$ 62.92
25795	\$ 18,533.76
Total	\$ 1,421,500.65

Suggested Motion:

Motion to approve the identified schedules of bills totaling \$1,421,500.65

Record of the Marblehead School Committee Meeting
Monday July 15, 2024
4:30PM

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

Also Present: John Robidoux-Interim Superintendent, Michael Pfifferling-Assistant Superintendent of Finance and Operations, Thatcher Kezer- Town Administrator

I. Initial Business

a. Call to Order

Jennifer Schaeffner calls the meeting to order at 4:34PM

b.. Public Comment

- Samantha Rosato-Tutor-Marblehead Public Schools
 - Samantha asks why the additional .5 for the Assistant Director of Student Services would be coming from the PK/K revolving fund rather than the Special Education Revolving Fund
 - John Robidoux provides clarity on the reasoning behind charging the additional .5 to the PK/K Revolving Fund versus the Special Education Revolving Fund
-

II. Consent Action and Agenda Items

a. Schedule of Bills (vote)

Motion to approve the identified schedule of bills totaling \$816,521.71

Moved by Mr. Ota, Seconded by Ms. Taylor

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

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

IV. School Committee Communication and Discussion Items

a. Motion to approve the hourly wages for cafeteria workers for the 2024-2025 school year as presented (vote)

Jennifer Schaeffner asks for a motion to the hourly wages for cafeteria workers for the 2024-2025 school year as presented

Moved by Ms. Ota, Seconded by Ms. Taylor

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

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

b. Motion to approve the requested increase FTE for the Assistant Director of Special Education from .5 FTE to 1.0 FTE as presented and to fund the additional .5FTE from the PK/K revolving account (vote)

Jennifer Schaeffner asks for a motion to approve the requested increased FTE for the Assistant Director of Special Education from .5 FTE to 1.0 FTE as presented and to fund the additional .5FTE from the PK/K revolving account

Moved by Mr. Ota, Seconded by Ms. Taylor

Opened for Discussion

- Sarah Fox would like to discuss the allocation of funding further at a future School Committee meeting

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

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

c. Motion to appoint Town Administrator Thatcher Kezer to the School Committee Bargaining Subcommittee

Jennifer Schaeffner asks for a motion to appoint Town Administrator Thatcher Kezer to the School Committee Bargaining Subcommittee

Moved by Ms. Taylor, Seconded by Mr. Ota

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

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

V. Closing Business

a. New Business-School Committee Announcements and Requests

- Sarah Fox asks if there is an update on if the contract was awarded for the Independent Investigation and what kind of time frame we are looking at
 - John Robidoux has been in communication with the community to get their input before making a final decision on who they will be awarding the contract to.
 - The deadline for awarding the contract is 07/19/24
 - There is no current time frame for the completion of the investigation
- The School Committee retreat will be Wednesday 08/14/24 9:00 AM – 1:00 PM

- During the workshop they intend to focus on Superintendent goals as well as School Committee goals
- Sarah Fox would also like to ensure that they are focusing on subcommittee and liaison assignments

b. Correspondence

- The School Committee received a response from the Attorney Generals office regarding the Open Meeting Law complaint that was lodged in fall of 2023
- The complaint was in regards to one of the Executive Sessions held
- Jennifer Schaeffner reads the findings of the Attorney Generals office for the record
 - It was found that there was no open meeting law violation
- **Need a copy of Alison Taylors statement for the record**

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.

School Committee enters Executive Session at 5:12 PM

Respectfully Submitted,
Allison McMahon, Secretary
Marblehead School Committee



Todd Bloodgood
Facilities Director

9 Widger Road
Marblehead, Massachusetts 01945
Phone: (781) 639-3140

Oct 9, 2024

Disposition of surplus property

- 1- 2007 F-550 dump/ plow truck VIN# 1FDAF57Y57EA84644 (from highway dept.)
- 1- 2006 F-550 dump/ plow truck VIN# 1FDAF57Y76EB60900 (from highway dept.)
- 1- 2008 Ford van VIN# 1FD35L88DA57808 (from COA)(Going to fire dept.)
- 1- Ford F-350 plow truck VIN# 1Ftwf31598BC58598
- 1- Bluebird bus VIN # lbakgcpa57f245886 (Going to fire dept.)(2007)
- 1- Ford 2008 Pupil van (7d) VIN# 1FT2534L28DB35073 (Going to fire dept) (2008)

All listed vehicles are beyond their useful life and rotting. Frames are rotted with holes in the bodies as well as floors. Listed plow trucks can no longer be inspected or utilized for plowing. The COA van has a rotted frame and can no longer pass inspection.

DRAFT

Marblehead High School Student-Athlete Handbook

2024-2025

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Athletic Department Mission

At Marblehead High School, athletics is an integral part of the educational experience for many students. Athletic competition can play an important role in a student's physical, intellectual, and emotional development. Winning is the object of the game, but our purpose as administrators and coaches is to challenge students to do their very best, to compete, to be resilient, to take responsibility, and to prepare them to succeed in athletics, academics, and life. A true measure of success is evaluating how each student improves, prepares for intense competition, and how he/she handles failure as well as success. Backed by experienced coaches and outstanding support from the town, Marblehead athletes learn the values of sportsmanship, respect, teamwork, and commitment. Student-athletes push themselves to improve, realize their academic and physical potential, and prepare themselves for the world after Marblehead High School.

All students, regardless of race, color, sex, gender identity, religion, national origin, sexual orientation, disability or homelessness, have equal access to the general education program and the full range of any education programs offered by Marblehead Public Schools.

Program Goals & Playing Time

The goal of The Marblehead Athletic Department is to provide safe, enjoyable athletic programming for the benefit of as many student-athletes as possible. Each team will do their very best to compete successfully with Northeast Conference & non-league opponents and with teams or individuals of a similar division in state competition.

Sub-varsity sports provide many opportunities for student-athletes to experience athletic competition and share the experience and benefits of team membership. Emphasis is on developing basic skills, appropriate attitudes, values, and team concepts.

Participation at the varsity level is limited to the most highly skilled players and those with the ability to interact with other players for team success. Assessment will be made by the coach relative to the level of play, (V, JV, or Freshman) most beneficial to the development and progress of each player.

Playing time will be limited for some student-athletes, and not every student-athlete will play in varsity games. At the sub-varsity level, every player will have an opportunity to play in the games, but not equally and not necessarily in every game. Who the starters are and playing time are determined by the coach's evaluation of attitude, skills, game strategy, and team role.

Clearance for Participation

No student athlete shall be allowed to practice or compete until he/she is cleared for participation.

- Clearance includes completion of the following:
 - Signed parental permission.
 - Physical Examination. All students must pass a physical examination within 13 months of the **start of each season. Students who meet the criterion at the beginning of the season will remain eligible for that season.**
- Academic Eligibility Check - See Academic Policies.

Payment of User Fee.

"The School Committee recognizes the need for student fees to fund certain school activities. It also recognizes that some students may not be able to pay these fees. No student will be denied access into any program because of inability to pay these supplementary charges."

- Fees are waived for students who qualify for an athletic waiver

Team Tryout/Selection

During the tryout period, each coach will provide an explanation of his/her expectations. It is the duty of the student to demonstrate to the coach that he/she can fulfill these expectations. Students not selected are encouraged to explore other athletic opportunities. The coaching staff of each sport has the sole responsibility for selecting the members of the team, determining the level of play most beneficial to the development of each player and the amount of playing time. Player concerns should be addressed first between player and the coach. If a significant resolution is not reached, parents should plan on a meeting with the coach. (See conflict resolution process)

Code of Conduct

Expectations for student-athlete behavior are based on the philosophy that participating in interscholastic athletics is a privilege for some rather than a right for all. Abuse of any privilege may result in its removal. Student-athletes represent their team, coaches, school, their families, hometown, and themselves. It is important to realize that to continue as a student-athlete at Marblehead High School athletes must exhibit a high standard of personal conduct. Student-athletes are always expected to exhibit; sportsmanship, integrity, responsibility, teamwork, and respect.

Team Captains

The position of captain is one of honor, leadership, and responsibility. Captains are expected to conduct themselves in an exemplary manner. Captains are to be leaders on the field, in school, at off-season sporting events, and in the community. Captains are responsible for motivating and inspiring their teammates, leading by example in terms of work ethics, attitude, and sportsmanship. Captains often serve as liaisons between coaches and players, helping to communicate team strategies and expectations. Additionally, they may organize team activities, lead fundraising, and help build a successful team culture.

All captains are required to be part of “The Captains Leadership Counsel”.

The following is a Northeastern Conference rule: Once a student is elected a team captain and he/she violates the MIAA or their own school drug and alcohol policy at any time during the year, they will lose the privilege of being a team captain. Marblehead High School student-athletes are not eligible to be nominated or voted on as captain for one year to the date, if he/she violates the MIAA or Marblehead High School’s Chemical Health policy.

Discipline

The following forms of discipline may be used by the Athletic Department for warranted reasons which include but are not limited to the categories listed on these pages.

TEAM: Coaches and their assistants are granted the capacity to help set team rules that provide common experiences for each team member within the parameters and scope of the Massachusetts Interscholastic Athletic Association (MIAA), Marblehead High School (MHS) and the mission of the Marblehead Athletic Department. The Marblehead Athletic Department believes that a person is evaluated by what he/she says and does. Matters that affect only the team and its day-to-day operation are handled within the team structure. However, severe disciplinary actions, such as dismissal from team or prolonged suspension, must be reported to the Athletic Director.

STUDENT: The Athletic Department recognizes that high school-aged students may on occasion make inappropriate decisions in their personal life within our community. The Athletic Department does not intend to punish student athletes twice for the same offense. However, the Department reserves the right to decide if an offense infringes on our mission and integrity and hand out an appropriate sanction ranging from suspension to removal from the team.

GROUP: The Athletic Department and the high school reserve the right to withhold privileges from the entire team should egregious acts be committed anywhere by any number of team members in the name of the team.

Detentions

Assigned detentions must be served before a student attends a club, organization, activity and/or sport. Student-athletes will not be allowed to try out, practice or play in a game if they have not served their detentions. If a student wants to participate in athletics, they need to stay off the detention list.

Athletic Program Conflict Resolution Process

Athletic involvement, while fun and rewarding, can be very emotional and time consuming. Due to the level of effort and emotion invested, conflicts between coach and player will arise. All conflicts are to be addressed professionally and in a timely manner. The following steps will be used.

FIRST STEP: Student-Athlete – Coach Contact

The student-athlete will meet individually, in person, with the coach to discuss the conflict/issue. It is the student-athlete's responsibility to make every attempt to meet with the coach before any other people get involved.

Times to be avoided:

- Either immediately prior to or right after a contest
- During an active practice session
- During a time when other students are present or when the discussion is readily visible by others.
- When it is apparent that there is not sufficient time to allow for a complete discussion. During those situations a student should set up a time to meet with the coach.

SECOND STEP: Parent of student-athlete and coach contact (with student-athlete)

Only after the student-athlete has made every effort to contact the coach should the parent of the student-athlete get involved. The parent will follow the guidelines in First Step. The student-athlete must be present with the parent during the parent-coach in person meeting.

THIRD STEP: Student/Parent and Athletic Director Contact

If a satisfactory resolution is not reached through direct contact with the coach, the student and parent should contact the Athletic Director. The coach must be informed that this contact is going to be made. If a meeting is to take place between the student, parent, and athletic director, the coach must be present. Issues concerning coaching personnel may not be publicly communicated. All comments or input about coaching must be put in writing to the attention of the athletic director.

FOURTH STEP: Student and Principal Contact

If a satisfactory resolution has not yet been reached, the student and parent should contact the high school principal. The Athletic Director should be informed that this contact is going to be made. If a meeting is to take place between the student, parent, and principal, the athletic director must be present.

Religious Holidays

The Marblehead High School Athletic Department does not exclude students, from participation, on the basis of race, sex, color, religion, national origin, sexual orientation, disability or homelessness. The Marblehead High School Athletic Department respects the individual student-athletes' wishes, and obligation, to observe major religious holy days. Student-athletes will not be subject to reduced playing time if they choose to observe a major holy day in lieu of an athletic team obligation. Major holy days include, but are not limited to, Passover, Yom Kippur, Rosh Hashanah, Good Friday, Easter, Christmas and Ramadan.

Academic Eligibility

1. Academic eligibility (Academics will be monitored during the season and poor grades may result in removal from a team.)

Eligibility	
Quarter	Based Upon
1	End of the Year Final Grades
2	First Quarter Grades
3	Second Quarter Grades
4	Third Quarter Grades

- In order to qualify for participation, a student must have no F's on his/her report card. Eligibility for First Quarter is determined by final grades for the year preceding the activities. All other eligibility is determined by quarterly grades in the last marking period preceding the activities (e.g., Second Quarter grades and not semester grades determine Third Quarter eligibility). Eligibility will be removed or re-sorted in a manner consistent with MIAA policy; that is, on the date on which report cards are issued. In all other matters concerning this policy, unless otherwise stated, the District will follow MIAA policy. In extreme situations due to a student's health (documented by medical personnel) or family circumstances (e.g., death of an immediate family member) the Principal may review the student-athlete's eligibility status for one marking period.
- A student must take the required number of courses.
- Academic eligibility of all students shall be considered as official and determined only on the date when the report cards for that marking period have been issued to the parents of all students within a particular class.
- A student receiving an "I" (incomplete) for a grade may have her/his eligibility status reviewed at the time any incomplete is changed to a passing grade. No credit toward eligibility can be received from a repeated subject for which one has already received credit. Summer work credits will not count toward eligibility unless the course has already been pursued.
- If a student-athlete receives an "N" grade for a quarter, the student-athlete will be ineligible for the quarter. A student receiving an "N" for a grade may have her/his credit status reviewed at an Attendance Panel Review Board.
- To be considered in attendance for the day (and be eligible for extracurricular activities) a student must either arrive before 11:00AM and remain for the rest of the day or arrive on

time and not be dismissed until after 11:00AM. Any exception to this, such as for bereavement must be approved by the Athletic Director.

2. A student shall be eligible for interscholastic competition for no more than 12 consecutive seasons beyond the 8th grade.

- Example: 4 fall seasons, 4 winter seasons, 4 spring seasons.

3. A participant shall be an undergraduate.

4. A participant shall not be over 18 years of age, unless he/she has his/her 19th birthday AFTER September 1 of the present school year.

5. Special permission must be granted for a player with one diseased or missing organ or limb (e.g., eyes, kidney, arms, legs, etc.)

6. A permission form must both be signed by the parent/guardian and the student-athlete prior to any practice or play.

Hazing

As required by Massachusetts State Code, Chapter 536, and Massachusetts General Laws Chapter 269, sections 17-19 of the Acts of 1985, all secondary schools must:

- Adopt anti-hazing policies as part of their disciplinary policies.
- The law requires that secondary schools provide all school groups (e.g., athletic teams) a copy of the law and collect a signed acknowledgment from a contact person (coach) for each student organization.

Applicable sections of the statute are as follows: State Definition: Whoever is a principal organizer or participant in the crime of hazing, shall be punished by a fine, or by imprisonment in a house of correction, or both.

The term "hazing" as used in this section shall mean any conduct or method of initiation into any student organization, whether on public or private property, which willfully or recklessly endangers the physical or mental health of any student or other person. Such conduct shall include whipping, beating, branding, forced calisthenics, exposure to weather, forced consumption of any food, liquor, beverage, drug or other substance, or any other brutal or sexually inappropriate treatment or forced physical activity which is likely to adversely affect the physical and mental health or safety of any such student or other person, or which subjects such student or other person to extreme mental stress, including extended deprivation of sleep or extended isolation.

Consent by any such student or other person shall not be available as a defense to any prosecution this action. (You have the responsibility to reasonably foresee the results of your actions.)

Failure To Report Hazing: Whoever knows that another person is the victim of hazing as defined above and is at the scene of such crime shall, to the extent that such person can do so without danger or peril to himself or others, report such crime to an appropriate law enforcement official

(or coach, athletic director, Principal, Assistant Principal, faculty or staff member) as soon as is reasonably possible. Whoever fails to report is punishable by the State of Massachusetts.

MIAA/MHS Chemical Health Rule

Participation in Marblehead athletics is a privilege and is voluntary; participation comes with an increased standard for behavior expectations. The Marblehead High School standard is designed to encourage responsible and safe decision making by all students and to promote a positive learning environment within the Marblehead community. Marblehead High school, as a member of the MIAA, meets or exceeds their standards for code of conduct and discipline.

During the school year a student-athlete shall not, regardless of the quantity, use, consume, possess, buy/sell, or give away any beverage containing alcohol, any tobacco product (including e-cigarettes, vape pens and all similar devices); marijuana, steroids, drug paraphernalia; or any controlled substance. This policy includes misuse of over-the-counter medications and substances used for the purposes of altering one’s mental state. It is not a violation for a student to be in possession of a legally defined drug specifically prescribed for the student’s own use by his/her doctor.

All violations are subject to a hearing with MHS Administration. The following are used for punishments, per the MIAA Handbook, Rule 62:

1 st offense – 25%		2 nd offense – 60%		2 nd offense – 40% with dependency program	
Number of events per season	Number of events per penalty	Number of events per season	Number of events per penalty	Number of events per season	Number of events per penalty
1-7	1	1-3	1	1-4	1
8-11	2	4	2	5-7	2
12-15	3	5-6	3	8-9	3
16-19	4	7-8	4	10-12	4
20 or over	5	9	5	13-14	5
		10-11	6	15-17	6
		12-13	7	18-19	7
		14	8	20 or over	8
		15-16	9		
		17-18	10		
		19	11		
		20 or over	12		

Student/athlete may be allowed to participate in another sport to serve a chemical health violation suspension but will only count if they complete season in good standing.

MIAA/MHS Chemical Health Rule note: Every game played with an ineligible player shall be forfeited to the opposing team up until the time said player is removed from the squad.

MIAA Sportsmanship: Taunting

Taunting includes any actions or comments by coaches, players or spectators, which are intended to bait, anger, embarrass, ridicule, or demean others, whether or not the deeds or words are vulgar or racist. Included is conduct that berates, needles, intimidates, or threatens, based on race, gender, ethnic origin or background, and conduct that attacks religious beliefs, size, economic status, speech, family, special needs, or personal characteristics.

Examples of taunting include but are not limited to: “trash talk”, defined as verbal communication of a personal nature directed by a competitor to an opponent by ridiculing his/her skills, efforts, sexual orientation, or lack of success, which is likely to provoke an altercation or physical response; and physical intimidation outside spirit of the game, including “in the face” confrontation by one player to another, standing over/straddling a tackled or fallen player, etc.

Taunting offenses: Students who participate in such activities will be removed from the event and school discipline may be administered. In addition, the student may be banned from attending all extra-curricular activities throughout the school year.

Student Extracurricular Fundraising Guidelines and Expectations

The Marblehead Public Schools offers school-sponsored student athletic, performing and fine/applied arts and extracurricular clubs, activities and events as a part of the student’s overall education experience. These offerings are considered district sponsored operational activities and as such, are funded as a part of the annual budget process.

Student team and club-based fundraising initiatives, outside of established organizations such as the Boosters, may occur, as a supplement to the operational costs of district extracurricular activities, within the parameters outlined in this section.

Objectives/Considerations for extracurricular student athletic and club fundraising

The fundraiser promotes team and school community and collaboration

- The fundraiser participants are **voluntary** in nature and attendance in the event
- The fundraiser provides students and/or district staff, coaching, advisory, or otherwise, a positive philanthropic experience
- The event raises funds with specific funding intent or goal in mind, that is **not** a part of the school’s annual operating budget
- Coaches may coordinate team, club or advisory student fundraisers, with oversight from appropriate district staff, (athletic department staff or building principal) recognizing appropriate timing and coinciding student commitments

What student fundraising proceeds may fund:

- Spirit-wear, team-wear, specialty uniform outside of a base game or event uniform (ie: sweats, warm up gear, jackets, hats)
- In or out-of state-trips or events, specialized camps, invitational tournaments or events, outside of official team game or event league or conference schedule (including transportation as appropriate)
- Social events including team meals, events, banquets

What student fundraising proceeds WILL NOT fund:

Students and families can generally expect the following resources to be funded at the district level as operational provisions of the team, club or activity:

- Athletic team game uniform
- Standard district provided equipment (varies by team)
- Team conference or league membership fees
- Fees for rental or use of facility for games or events
- Game or event officials or referees

Uniforms and Equipment

All uniforms and equipment issued to student athletes remain the property of Marblehead High School. Please treat the items with care so that the school is continually well represented. An athlete will be responsible financially for what is issued to him/her and for anything that is not returned.

The Athletic Department does not buy travel/warm up suits or shoes for teams. Each team, through its head coach, has the opportunity to fundraise for these types of items. The Athletic Department reserves the right to protect its image and the representation of its name. Therefore, color schemes and lettering must be approved by the Athletic Department regardless of the source of funding.

Transportation

Marblehead High School has the responsibility to transport all athletes to and from all games. Student-athletes must go with the team from portal-to-portal.

To be released from this obligation, a "Athletics Transportation" form must be on file with the head coach and Athletic Department before the trip begins. The party that releases you must be a parent or legal guardian. Athletic Transportation forms are available on the Marblehead Athletics homepage.

If a student cannot make departure time, he/she will not attend that game. Private vehicles are not permitted for transporting students to games unless a Athletics Transportation Form is in effect.

Athletes are expected to conduct themselves in a proper manner on all bus trips. Yelling at passing cars, obscene gesturing, unruly conduct, or other forms of inappropriate behavior will not be tolerated.

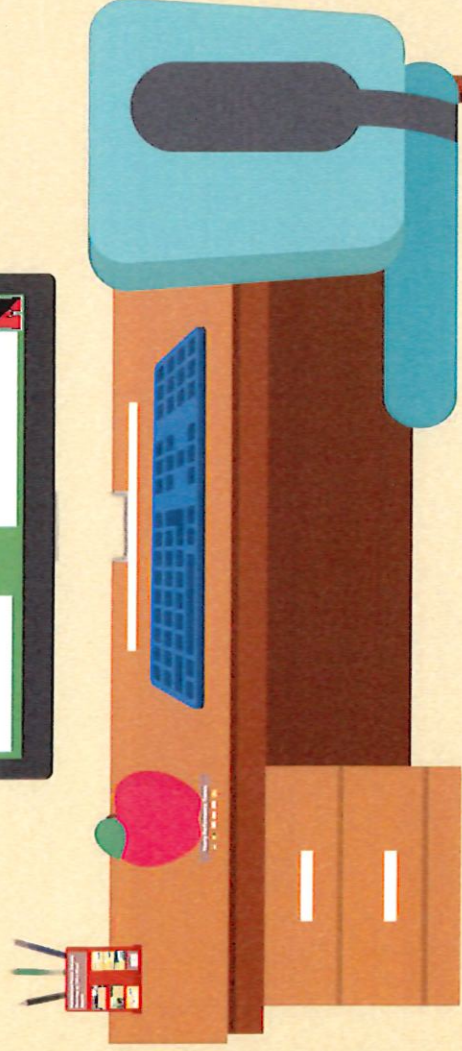
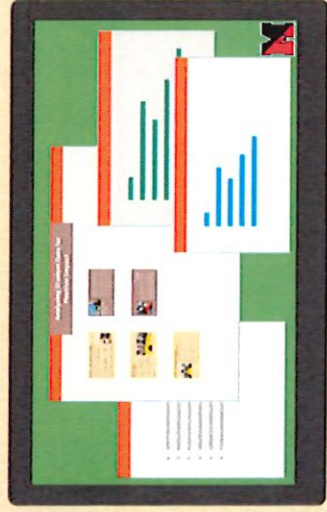
MCAS & Data Analysis Presentation


Analyzing Student Data for Positive Impact

Julia Ferreira
Assistant Superintendent of
Teaching and Learning

Contributions from:
Angela Graziano,
Instructional Coach

October 2024



The background of the page is a blurred photograph of a classroom. In the foreground, a person's hand is visible, pointing towards the right. In the background, several students are seated at desks, and a teacher is standing at the front of the room, gesturing with their hand. The classroom has a whiteboard and various educational materials on the walls.

Analyzing MCAS

The Massachusetts Comprehensive Assessment System (MCAS) is one data point that provides educators and administrators critical insights into student performance within Marblehead Public Schools, highlighting trends and areas for growth. Understanding this data helps educators create effective strategies to support student success and achievement.

Marblehead's District-wide MCAS data indicates a consistent performance level among students, reflecting the District's commitment to education. Key metrics reveal strengths and areas needing improvement that are addressed through our District's Multi-Tiered System of Support framework.

Overview of Marblehead Public Schools' Spring 2024 MCAS Results



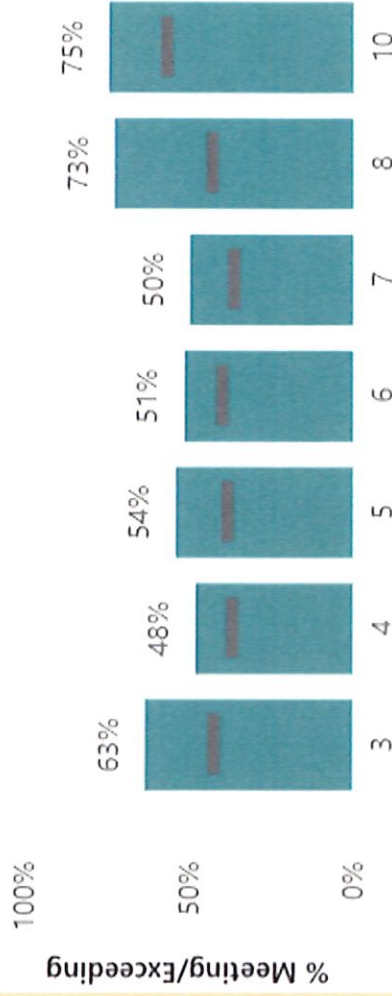
The following slides will provide an overview of the exceed/meet performance indicators for learners grades 3-10 on the English Language Arts, Math, and Science Spring 2024 MCAS.

District-wide English Language Arts Data

Overall, an average of 60% of students are meeting and exceeding the proficiency standards in MCAS assessments, +18% higher than the State average. This statistic indicates a need to maintain momentum and strategies for sustained success, including continued implementation of high-quality instructional materials and curriculum.

% Meeting/Exceeding by Testing Grade Level - ELA

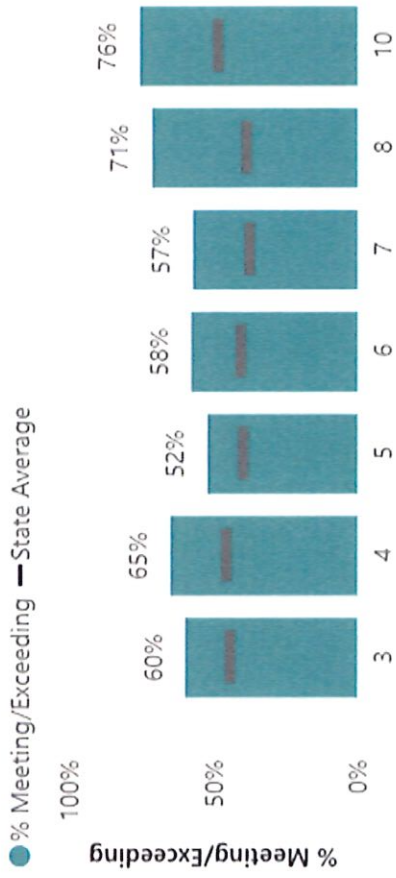
● % Meeting/Exceeding — State Average



District-wide Math Data

On average, MPS is +21% above State average. We are in the upward trend of achievement now 4 years into the adoption of evidence-based math curricula grades K-8. Four out of the six of our grade cohorts (grades 4-10) showed increased growth.

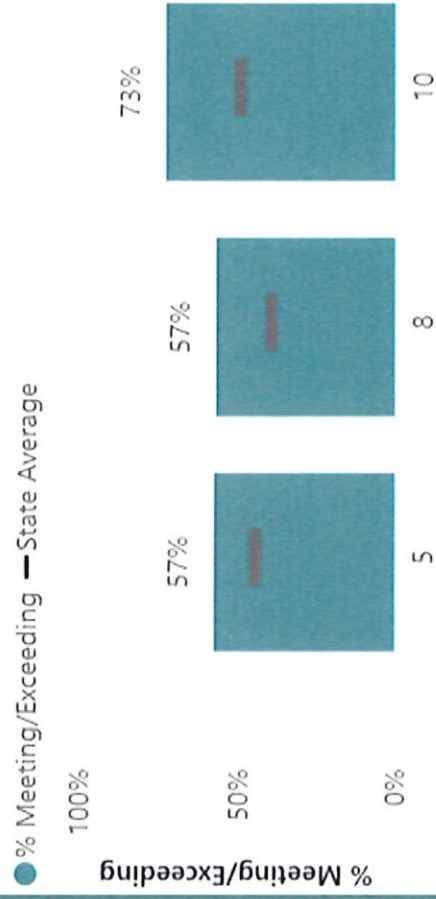
% Meeting/Exceeding by Testing Grade Level - Math



District-wide Science Data

Overall, MPS is +19% above State average. As part of this growth, we are engaging in a curriculum review process for science this year to make sure we have our materials, curriculum, and professional development aligned with the new Science and Technology/Engineering MCAS for grades 5 & 8.

% Meeting/Exceeding by Testing Grade Level - Science



DESE Accountability Report

Each year, the Department of Elementary and Secondary Education (DESE) uses a rubric to score Districts and schools on their previous year's performance in areas of academic achievement & growth, high school completion, progress toward attaining English language proficiency, attendance, and advanced coursework completion.

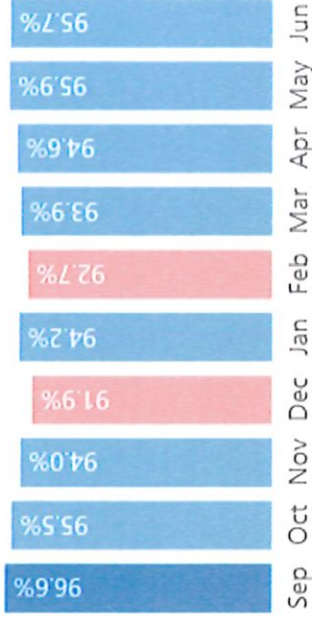
2024 DESE Accountability Report for MPS:

School	Accountability Percentile	Progress Toward Improvement Targets	Accountability Classification
District	-	64% - Substantial progress toward targets	Not requiring assistance or intervention
Lucretia & Joseph Brown School	-	88% - Meeting or exceeding targets	Not requiring assistance or intervention
Glover School	-	47% - Moderate progress toward targets	Not requiring assistance or intervention
Village School	72	54% - Substantial progress toward targets	Not requiring assistance or intervention
Marblehead Veterans Middle School	87	87% - Meeting or exceeding targets	Not requiring assistance or intervention
Marblehead High School	71	68% - Substantial progress toward targets	Requiring assistance or intervention (In need of focused/targeted support Low participation rate: Hispanic/Latino)

Data - Attendance

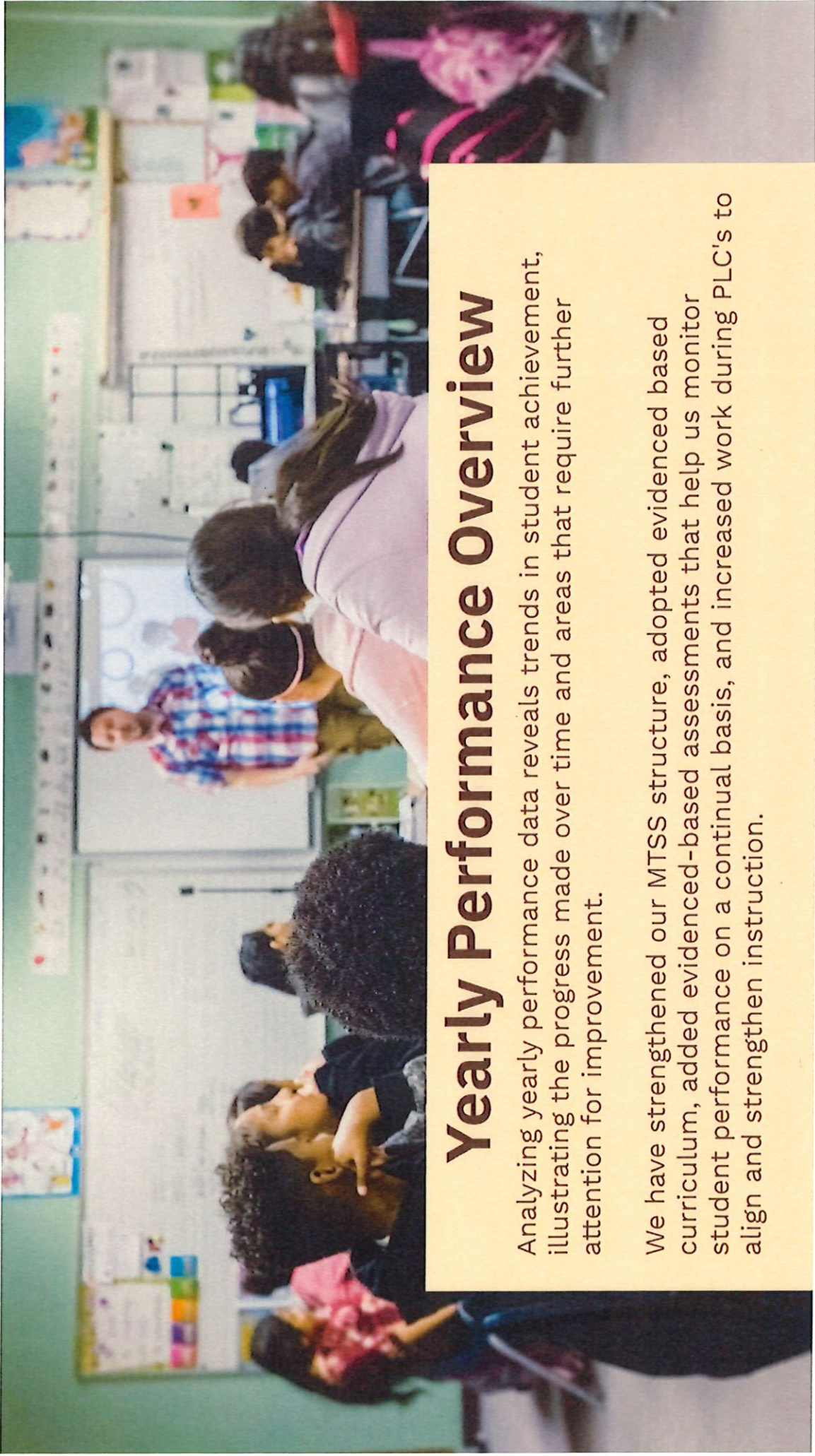
The Chronic Absenteeism rate is defined by students who miss 10% or more of the 180 days of school (18+ days of school).

Attendance Rate by Month



MPS Chronic Absenteeism (2023-2024)

	2023 Attendance Rate	2024 Attendance Rate	Reason
Non-high school "All Students"	12.6%	9.8%	Exceeded Target
High School "All Students"	11.8%	15.4%	Declined



Yearly Performance Overview

Analyzing yearly performance data reveals trends in student achievement, illustrating the progress made over time and areas that require further attention for improvement.

We have strengthened our MTSS structure, adopted evidenced based curriculum, added evidenced-based assessments that help us monitor student performance on a continual basis, and increased work during PLC's to align and strengthen instruction.

Overall Results By Year

The following slides highlight MCAS data from 2019 to 2024, showing both District and State results, as well as student performance by year.

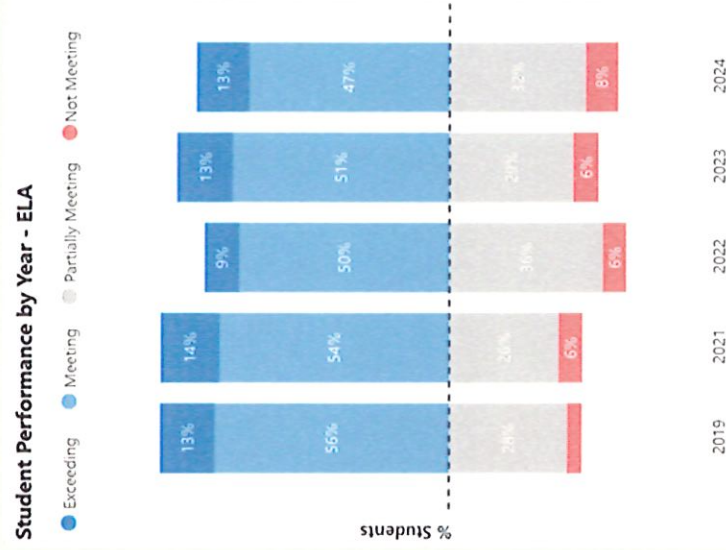
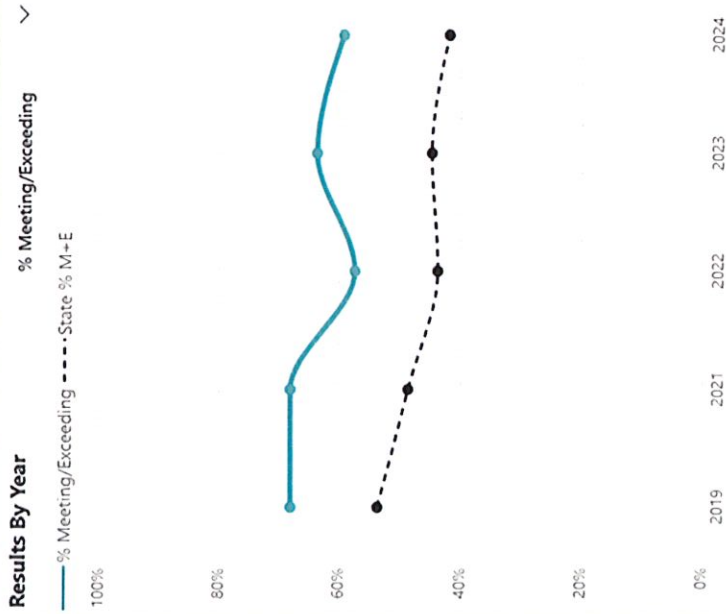


English Language Arts Results 2019-2024

These graphs indicate how students are performing over the last 5 years on MCAS.

In the most recent ELA assessment, 60% of MPS students met or exceeded expectations, while 32% partially met and 8% did not meet the required standards, showing areas for targeted improvements.

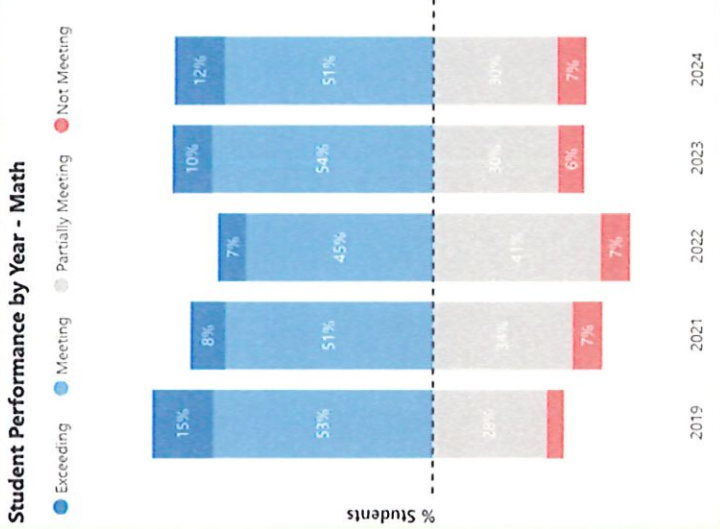
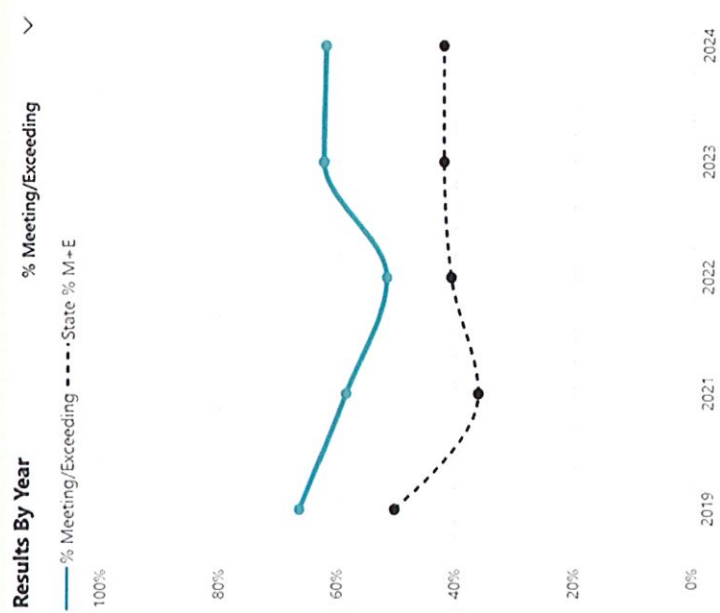
Our data consistently mirrors the overall state trends.



Math Results 2019-2024

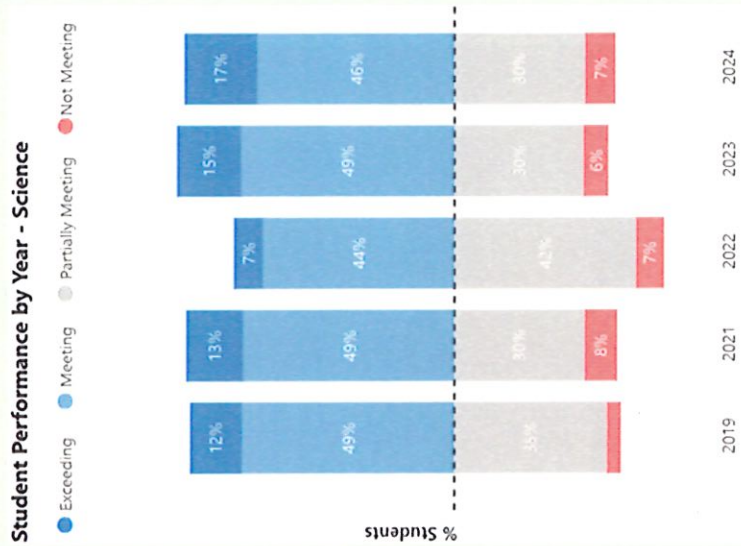
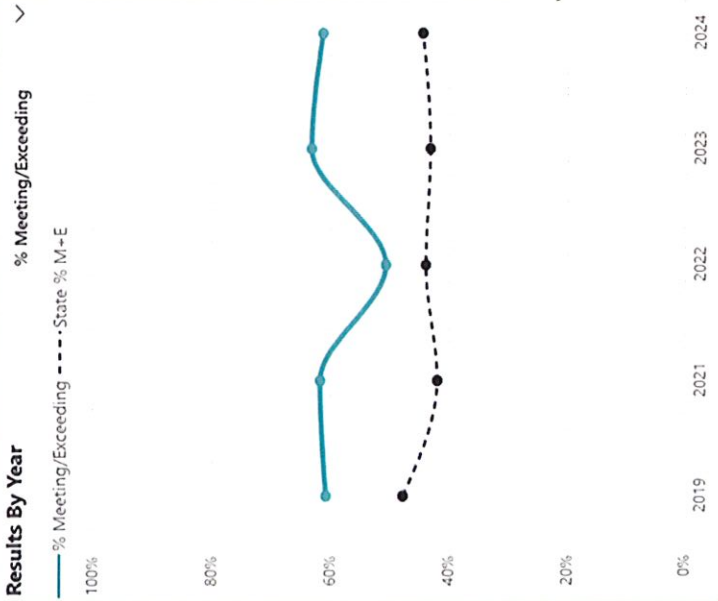
In the most recent assessment, 63% of MPS students met or exceeded expectations on the Math MCAS. Approximately 37% of students are partially meeting the required standards. This group represents an opportunity for targeted interventions, reflecting areas needing additional support and resources to help them progress.

Our MPS data is in tandem with the State data.



Science Results 2019-2024

Overall growth on our Science MCAS from +7% above state average in 2022 to +19% above state average in 2024. New assessment in grades 5 & 8 for STE MCAS piloted last school year with it being fully operational in 2025-2026.



Closing the Achievement Gap



Our gap between the State's overall state achievement and our District's achievement has widened in a **positive trend** over the past 3 years.

We continue to closely monitor our High Needs student performance. A student is designated as "High Needs" if they are low income, English Learner/former English Learner, or a student with disabilities.

High growth rates for "High Needs" subgroup in non-high school grades for **both ELA and Math**.

Exceeded target for progress toward attaining English language proficiency growth for non-high school grades.

Our focus on "whole child" with our MTSS framework and data analysis process includes close examination of student data to ensure appropriate supports for students.

[Marblehead DESE Accountability Report Linked here](#)

Purpose of Data Analysis in MPS

Data analysis is crucial in education as it allows educators to understand and address the diverse needs of students. By leveraging performance metrics, schools can tailor their teaching methods and allocate resources effectively, ultimately supporting student success.

Over the last few years, we've **strategically developed our Multi-Tiered System of Support** to ensure a systematic structure that allows for teacher collaboration and opportunities for in-depth data analysis to meet the needs of all students in MPS.

The process of evaluating existing data helps inform educators' decision-making processes for the current academic year. By having a **formalized a process to examine student performance data**, we can identify trends, strengths, and areas for improvement, leading to targeted interventions that enhance student learning outcomes.

Data analysis plays a vital role in enhancing educational outcomes by effectively interpreting student performance metrics. This section delves into the ways in which we analyze data within our MTSS framework and how that important work correlates to informed decision-making to improve student learning.



School-Level Data Analysis

The Marblehead Public School district prioritizes data-driven strategies to enhance student performance. By utilizing tools like iReady, IXL, and mCLASS (DIBELS), we assess metrics such as the percentage of students meeting or exceeding expectations, ensuring a focus on continuous improvement.

Teachers collaborate on a regular schedule to examine student performance trends using data from internal assessment, such as **iReady**, **IXL**, **mCLASS (DIBELS)**, and **common assessments**, as well as **ACCESS** and **MCAS** data.

Continuous monitoring and data-driven decision-making are essential for ensuring that all students meet or exceed performance expectations in future assessments.



Pictured above are Brown School educators engaging in a Intervention Cycle data meeting with the Principal and Instructional Coach.

School-Level Systems of Support

What are we currently doing to support student learning?

Grades K-6:

- Implementing Year 2 adoption of an aligned ELA curriculum (Wit & Wisdom).
- Implementing comprehensive DIBELS assessments that inform the need for reading interventions.
- Fine tuning pacing of Illustrative Math lessons.
- Examining MCAS item analysis to inform updates that need to be made to enhance student performance.
- Using iReady data to inform instruction and monitor progress.
- Customizing Professional Development to focus on supporting instruction in the areas of reading fluency and writing and 2nd year adoption of Foundations in 3rd grade.
- Enhancing our work with math procedural fluency.
- Increasing instructional time for science in grades 4-6.
- Reviewing Science curriculum and alignment.

Grades 7-8:

- Continuing vertical alignment work in the middle and high school.
- Planning professional learning around feedback, grading, and assessments.
- Supporting core instruction through discussion of best teaching practices.
- Looking at MCAS item analysis to inform updates that need to be made to current curricular materials and programs.
- Planning Ready Math Learning Walks.
- Aligning Science scope and sequence documents.
- Supporting extensive Professional Development (PD) for inclusive science instruction.
- Implementing PD around the new STE MCAS structure, led by teachers.

Grades 9-12

- Utilizing new Instructional Coach at MHS to conduct data analysis and offering instructional support for educators.
- Collaborating with math teachers to analyze item analysis on MCAS and looks at the granular level of how students are performing on all math standards.



Pictured above are Brown School educators engaging in a Intervention Cycle data meeting with the Principal and Instructional Coaches.



MTSS & Data Analysis

Our **Multi-Tiered System of Support** framework ensures a systematic structure that allows opportunities for in-depth data analysis to meet the needs of all students in MPS. MTSS includes planning and implementing work that will push students at all levels.

MTSS offerings are expanding to WIN opportunities:

- Newspaper Club (pictured right)
- Math Olympiads
- Project Based Learning at Village School
- WIN block started at Vets so there is now an enrichment and intervention block grades K-12 in MPS.

The new integration of Social-Emotional Learning curriculum, Wayfinder, has proven to have a positive effect on achievement and directly connects to our MTSS for the whole child (working on increasing students self awareness, responsible decision making, self-management, social awareness, and relationship skills).

Concluding Insights

Continuous monitoring and data-driven decision-making are essential for ensuring that all students meet or exceed performance expectations in future assessments.

We are proud of the work our educators and instructional leaders have done to strengthen our MTSS structure, adopt evidenced based curriculum, implement assessments that help us monitor student performance on a continual basis, and increase work during PLC's to align and strengthen instruction. We will continue to expand MTSS systems in all schools to support all learners.



Frequently Asked Questions (FAQ)

In the front of the most commonly raised questions begin with an easy to read general description of the question, followed by the actual text from the Massachusetts General Laws (MGL) for those who want the actual language.

How does the role of the School Committee and that of the Superintendent differ?

The School Committee consists of people who live in and are elected by the community. We are your neighbors: parents, grandparents, local business owners, retirees – ordinary citizens. We are non-partisan and we receive no pay or benefits for this public service.

The School Committee has a dual role: to represent the concerns of the citizens, taxpayers and parents to the school administrators, and to represent the needs of the students and school district to the citizens, taxpayers and parents of the community.

The School Committee does not operate the district on a day-to-day basis; that is the job of the superintendent, who is the district's chief executive. Rather, the School Committee sets the policies, goals and objectives for the district – and it holds the superintendent responsible for implementing the policies and achieving the goals.

Roles and Responsibilities of the SC; Massachusetts General Laws (MGL) Section 37

The school committee in each city and town and each regional school district shall have the power to select and to terminate the superintendent, shall review and approve budgets for public education in the district, and shall establish educational goals and policies for the schools in the district consistent with the requirements of law and statewide goals and standards established by the board of education. The school committee in each city, town and regional school district may select a superintendent jointly with other school committees and the superintendent shall serve as the superintendent of all of the districts that selected him.

Roles and responsibilities of the Superintendent: MGL Section 59

The school committee of a town not in a superintendency union or district shall employ a superintendent of schools and fix his compensation. A superintendent employed under this section or section sixty or sixty-three shall manage the system in a fashion consistent with state law and the policy determinations of that school committee. Upon the recommendation of the superintendent, the school committee may also establish and appoint positions of assistant or associate superintendents, who shall report to the superintendent, and the school committee shall fix the compensation paid to such assistant or associate superintendents. The school committee shall approve or disapprove the hiring of said positions. Such approval by the school committee of the recommendation shall not be unreasonably withheld; provided, however, that upon the request of the superintendent the school committee shall provide an explanation of disapproval.

I have a problem with my school, Is the School Committee the appropriate body to address it?

We recommend working up the chain of command. For instance, if a parent or guardian has a problem with something happening within a classroom, (s)he should first address it with the teacher and, if the

issue is not resolved, the parent/guardian should turn to the principal or supervisor, and then the superintendent. The School Committee should be the "court of last resort".

SC Public Meetings

Do I have an opportunity to speak at the School Committee meetings?

State law requires a public comment period at School Committee meetings. Committees are allowed to establish reasonable restrictions on the time, place and manner of public comment.

For instance, School committees typically set guidelines on the length of an individual's comment (e.g., A certain amount of time per person), so no one person dominates the meeting.

The Marblehead School Committee typically offers public comment at the beginning of each meeting, prior to committee deliberation.

What is proper protocol for public participation?

Comments from citizens generally go through the chair at the school committee meeting, School committees use the public comment period as an opportunity to listen to citizen concerns, but not to debate issues or enter into a question-and-answer session or a "cross examination" between the public and individual members.

Be aware that not all issues brought before a SC meeting will be resolved that evening. The committee may respond to public comment by seeking additional information or by delegating the authority to investigate the issue to the superintendent or his/her designee.

While public education can be an emotional issue, and understandably so, the SC will strive to maintain a certain level of decorum at meetings. Many meetings are recorded or televised, and students often attend or participate in the meetings. As such, citizens are expected to maintain a tone of courtesy and civility.

How does the School Committee set its meeting rules?

The Marblehead School Committee follows the Massachusetts open meeting law and our meetings are guided by Roberts rules of order, which describes how meetings are run, how motions and votes are taken and other procedures.

Public Meetings; MGL Section 35.

All meetings of the school committee shall be open to the press and to the public, except as otherwise authorized by section twenty-three A of chapter thirty-nine. The vote on any particular measure shall be by yeas and nays, when requested by two members.

SC Executive Sessions

Many questions rise over why and when the SC goes into Executive Sessions. Executive Sessions can only be entered for *very specific reasons* such as confidential personnel issues, contract bargaining strategy updates by the bargaining subcommittee, and to consider the purchase, exchange, lease or value of real property, to name a few.

To enter an Executive Session the SC must in an open session do a roll call vote to leave the open session for the one or more specific reasons listed below. The SC must also notify publicly whether the SC open session will reconvene after the Executive session concludes.

Many have questioned whether the SC uses the Executive Session to evade public scrutiny on controversial issues. To dispel that notion the next sections are the MGL that clearly defines which topics are permissible under the Executive Session sections.

MA GL Section 21. (a) A public body may meet in executive session only for the following purposes:

(1) To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual. The individual to be discussed in such executive session shall be notified in writing by the public body at least 48 hours prior to the proposed executive session; provided, however, that notification may be waived upon written agreement of the parties. A public body shall hold an open session if the individual involved requests that the session be open. If an executive session is held, such individual shall have the following rights:

- i. to be present at such executive session during deliberations which involve that individual;
- ii. to have counsel or a representative of his own choosing present and attending for the purpose of advising the individual and not for the purpose of active participation in the executive session;
- iii. to speak on his own behalf; and
- iv. to cause an independent record to be created of said executive session by audio-recording or transcription, at the individual's expense.

The rights of an individual set forth in this paragraph are in addition to the rights that he may have from any other source, including, but not limited to, rights under any laws or collective bargaining agreements and the exercise or non-exercise of the individual rights under this section shall not be construed as a waiver of any rights of the individual.

2. To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel;
3. To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares;
4. To discuss the deployment of security personnel or devices, or strategies with respect thereto;
5. To investigate charges of criminal misconduct or to consider the filing of criminal complaints;
6. To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body;

7. To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements;

8. To consider or interview applicants for employment or appointment by a preliminary screening committee if the chair declares that an open meeting will have a detrimental effect in obtaining qualified applicants; provided, however, that this clause shall not apply to any meeting, including meetings of a preliminary screening committee, to consider and interview applicants who have passed a prior preliminary screening;

9. To meet or confer with a mediator, as defined in section 23C of chapter 233, with respect to any litigation or decision on any public business within its jurisdiction involving another party, group or entity, provided that:

(i) any decision to participate in mediation shall be made in an open session and the parties, issues involved and purpose of the mediation shall be disclosed; and

(ii) no action shall be taken by any public body with respect to those issues which are the subject of the mediation without deliberation and approval for such action at an open session; or

10. to discuss trade secrets or confidential, competitively-sensitive or other proprietary information provided in the course of activities conducted by a governmental body as an energy supplier under a license granted by the department of public utilities pursuant to section 1F of chapter 164, in the course of activities conducted as a municipal aggregator under section 134 of said chapter 164 or in the course of activities conducted by a cooperative consisting of governmental entities organized pursuant to section 136 of said chapter 164, when such governmental body, municipal aggregator or cooperative determines that such disclosure will adversely affect its ability to conduct business in relation to other entities making, selling or distributing electric power and energy.

(b) A public body may meet in closed session for 1 or more of the purposes enumerated in subsection (a) provided that:

1. the body has first convened in an open session pursuant to section 21;

2. a majority of members of the body have voted to go into executive session and the vote of each member is recorded by roll call and entered into the minutes;

3. before the executive session, the chair shall state the purpose for the executive session, stating all subjects that may be revealed without compromising the purpose for which the executive session was called;

4. the chair shall publicly announce whether the open session will reconvene at the conclusion of the executive session; and

5. accurate records of the executive session shall be maintained pursuant to section 23.

Transparency:

Many responders to the survey stated that more transparency is extremely important. In response to this important request Merriam Webster dictionary defines transparency as:

1. The quality or state of being transparent
2. Something transparent

Transparent is defined as:

1. from pretense or deceit
2. easily detected or seen through: obvious
3. readily understood
4. characterized by visibility or accessibility of information especially concerning business practices

All SC meetings are required to be open to the public unless the SC is required to hold an Executive Session which must be entered only during an Open Session by reading the reasons for the Executive Session and calling for a roll call vote.

The School Committee meetings are video recorded and minutes are published and both are located on the SC webpage

Information on School Committee Meetings

The School Committee and sub committees meetings are published 48 hours in advance of the meeting and are published on the Marblehead School Committee Web page and on the Marblehead Town Calendar. Each posting contains the agenda, the video web address and/or location of the meeting (if no location is given it is a video meeting only).

Budget Information

The budget books and planning documents are located on the Marblehead Public Schools Web page <https://www.marbleheadschoools.org/> toggle the Budget link and it will bring to you the budget information including the budget book (this book is typically 200+ pages). The length of this document makes mass printing cost prohibitive.



CONSULTING AGREEMENT

This consulting agreement (hereinafter “Agreement”) is made as of October 9, 2024 by and between the Marblehead School Committee, located at 9 Widger Road, Marblehead, MA 01945 and Slowey/McManus Communications, a Massachusetts business with offices located at 11 Beacon Street, Suite 1224, Boston, MA 02108 (“Consultant”).

WITNESSETH

WHEREAS, Marblehead School Committee wishes to contract with Consultant for public relations and strategic consulting services.

WHEREAS, Consultant is willing and qualified to perform such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration from each party to the other paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. SERVICES

Consultant agrees to manage a public relations plan for Marblehead School Committee - outlined in Appendix A - to support its efforts to reach a collective bargaining agreement with the Marblehead Education Association (hereinafter “Services”).

ARTICLE II. COMPENSATION

For Consultant’s Services provided pursuant to this Agreement, the Marblehead School Committee agrees to pay Consultant an initial retainer of \$9,500.00. Consultant shall bill hours against the retainer and alert the client if the hours worked are trending over the initial retainer. The hourly rates are stated in Appendix B and shall be billed in quarter hour increments. Prior to exceeding the full-amount of the retainer, Consultant shall notify the client.

Consultant will be reimbursed by the Marblehead School Committee upon receipt of appropriate documentation for all reasonable expenses approved in advance by the Marblehead School Committee and incurred by Consultant in performance of this Agreement. Consultant shall not apply a mark-up to said expenses.

ARTICLE III. INVOICES

Consultant shall submit invoices to Marblehead School Committee for all Services furnished and expenses incurred pursuant to this Agreement. Payment of said invoices by Marblehead School Committee shall be net, due sixty (60) days from the date of Consultant's invoice. Consultant will be responsible for all federal, state and local taxes with respect to amounts paid to consultant pursuant to this agreement.

ARTICLE IV. INDEPENDENT CONTRACTOR

Consultant shall be deemed to be an independent contractor under this Agreement and shall not be considered or permitted to be or shall hold itself out as an employee, agent, servant, joint venturer or partner of Marblehead School Committee . All persons performing work on behalf of Consultant under this Agreement shall be considered to be solely the employees, agents, representatives or independent contractors of Consultant, and Consultant shall be responsible for payment of any and all wages and fees, any and all unemployment social security and/or other payroll taxes for such persons, including any related assessments or contributions required by law.

ARTICLE V. CONFIDENTIAL INFORMATION

Consultant recognizes and acknowledges that Marblehead School Committee possesses "Confidential Information" which term shall include, but not be limited to, all trade secrets, data, systems, operations, studies, research, membership lists, marketing activities, reports or plans, business plans, financial statements and personnel data related to the operation of Marblehead School Committee 's business. Notwithstanding the foregoing, the term Confidential Information does not include information that (a) is generally available to the public at the time this Agreement becomes effective; (b) becomes generally known to the public after the effective date of this Agreement other than as a result of the acts or omissions of Consultant; (c) is disclosed to third parties by Marblehead School Committee without restriction on use and disclosure; (d) is lawfully received by Consultant from an independent third party; or (e) Consultant is lawfully required to disclose pursuant to subpoena, court order or otherwise after having provided prior notice of said required disclosure to Marblehead School Committee .

Consultant agrees that neither it nor any of its principals, employees, independent contractors, stockholders, agents or affiliates will disclose, divulge, use or employ any Confidential Information except to the extent necessary to perform the Services required of Consultant by Marblehead School Committee pursuant to this Agreement. Upon termination of this agreement, Consultant will return or destroy, as directed by Marblehead School Committee , all confidential information, copies and extracts thereof, in Consultant's possession.

Consultant agrees that any breach of this Article V by Consultant will cause Marblehead School Committee substantial, irreparable and irrevocable harm. Consultant therefore agrees that in the event of any breach of this Article V, Marblehead School Committee shall be entitled, without posting a bond, to obtain an injunction or other appropriate equitable relief to prevent such breach in any court of competent jurisdiction.

The provisions of this Article V shall survive the termination of this Agreement.

ARTICLE VI. TITLE TO PRODUCT

All right, title and interest in the products and materials produced or developed by Consultant or jointly by Consultant and Marblehead School Committee pursuant to this Agreement shall be the exclusive property of Marblehead School Committee . All right, title and interest therein shall vest in Marblehead School Committee and shall be deemed to be a "work made for hire" under the United States copyright laws and made in the course of this Agreement.

ARTICLE VII. WARRANTIES

Marblehead School Committee hereby warrants that all information it provides to Consultant shall be accurate and correct to the best of its knowledge and information and will not knowingly infringe upon any copyright, trademark, patent or other intellectual property rights of any other person or entity. Marblehead School Committee acknowledges that submission or transmission of material or information in violation of any local, state or federal law is prohibited and is a breach of this Agreement.

Consultant hereby warrants that the Services provided pursuant to this Agreement shall be performed, in a good and workmanlike manner and shall not infringe upon any copyright, trademark or other intellectual property rights of any other person or entity, by Dominic Slowey and James McManus, or by other qualified personnel under the supervision of Dominic Slowey and James McManus. The warranties stated herein shall be in lieu of any and all other warranties expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. In no event shall Consultant be liable for special, incidental or consequential damages.

The provisions of this Article VII shall survive the termination of this Agreement.

ARTICLE VIII. INDEMNIFICATION

Consultant agrees to indemnify, defend and hold harmless the Marblehead School Committee, its employees, elected or appointed officials, independent contractors, agents and affiliates and their respective successors, heirs and assigns (each an "Indemnitee") against any liability, damage, judgment, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon any Indemnitee in connection with any claims, suits, actions, demands or judgments arising out of or resulting from any breach by such party of this Agreement and/or Consultant's negligent acts, errors or omissions in the performance of its services under the agreement. Matters subject to this obligation to defend and indemnify include, without limitation, claims of copyright infringement, patent infringement, misappropriation of trade secrets, libel, slander, trade libel, defamation, harassment, invasion of privacy or fraud.

The provisions of this Article VIII shall survive the termination of this Agreement.

ARTICLE IX. TERM

This Agreement shall remain in effect until both parties agree to a mutual conclusion dependent on the status of contract negotiations. Notwithstanding the foregoing, either party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other party.

ARTICLE X. NOTICE

All notices, requests, consents and other communications required or permitted hereunder shall be in writing and shall be hand delivered, or mailed by certified mail, postage prepaid, addressed as follows:

If to Consultant, to:

Dominic Slowey
Principal Partner
Slowey/McManus Communications
11 Beacon Street, Suite 1224
Boston, MA 02108
dslowey@sloweymcmanus.com
781-710-0014

If to the Marblehead School Committee, to:

Jennifer Schaeffner
Chair, Marblehead School Committee
9 Widger Road
Marblehead, MA 01945
schaeffner.jennifer@marbleheadschoools.org
(781) 803-0336

Each party to this Agreement may change or add addresses or addressees to which notices are to be mailed or hand delivered by giving written notice thereof in accordance with the provisions of this Article X.

ARTICLE XI. ASSIGNMENT

Neither this Agreement nor any provisions herein may be assigned without the prior written consent of the other party.

ARTICLE XII. GOVERNING LAW

This Agreement shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts as the same may from time to time exist. All disputes arising out of or related to this Agreement, or any breach hereof, shall be resolved in the Trial and Appellate Courts of Massachusetts.

ARTICLE XIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

ARTICLE XIV. SEVERABILITY

If any provision of this Agreement or any part of such provision, or the application thereof to any person or circumstance is for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and such provisions or part of a provision shall be reformed so that the application thereof shall be valid, legal and enforceable to the maximum extent possible consistent with the intent of this Agreement.

ARTICLE XV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and may be amended or altered only by the written Agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first written above.

Slowey/McManus Communications

By: _____
Dominic Slowey

Marblehead School Committee

By: _____
Jennifer Schaeffner

APPENDIX A



Marblehead Schools Communications Strategy

October 2024

Thank you for the opportunity to work together at this important moment as you communicate critical information about the Marblehead Schools to the media and public. Contract negotiations with teachers unions are sensitive and need to be managed transparently and vigorously to ensure that accurate information is conveyed to the public during this process. We will help you to refine messages, and compile and transmit factual information to the media and public. As we discussed, the specific strategy and activities we will undertake with you are outlined below.

1. Message Development and Training

Slowey McManus Communications will work with you to refine and update your messages to be delivered through the press and other channels. We want to continue to reinforce the core message that town revenues have been relatively flat and so the consequence of a major wage hike for all school department employees, including teachers, would be staff reductions.

We will schedule Zoom message training sessions for spokespeople, including School Committee Chair Jenn Schaeffner and Committee lead negotiator Sarah Fox, to facilitate a quick turnaround during the week of October 14.

2. Media Outreach

SMC will work with you to reach out to the media, including the Boston Globe and Herald, the Marblehead Current, Beacon and Weekly News, The Patch, radio stations including WBUR, GBH and WBZ, and Boston television stations. We will share statements and press releases with all local media to ensure our message is included in all coverage. We want to engage consistently and frequently with the press throughout the process, regardless of how long it lasts.

We expect intense media and public interest in this controversy, especially if other communities see teacher strikes, as some reports have suggested. We will stress the importance of being transparent and accessible. We can conduct in person and Zoom media briefings and want to avoid one-on-one media interviews so that we don't get accused of playing favorites.

As part of this media outreach strategy, we will draft and edit letters to the editor and guest opinion columns for the local news sites, including the Boston Globe, Marblehead Current, Marblehead Beacon, Marblehead Weekly News, The Patch, and others. We will directly reach out to papers and

news sites that publish editorials to solicit editorial support. Any and all positive coverage will be shared on Town social media channels.

3. Rapid Response

As this is a fast developing news story, SMC will continually monitor the press and relevant Facebook and Twitter accounts each day to stay current on developments. In particular, the Current, Weekly News and Patch post their news coverage and we will help to monitor and respond to posts there. When needed and appropriate, we will work with you to respond to statements by the unions and other parties.

4. Social Media

Our social media strategy will involve monitoring Facebook and X, formerly known as Twitter, for local news sites and message boards that post coverage and for MEA supporters' statements. If appropriate we will create responses in order to fact check inaccurate or misleading information. We can boost your own posts when needed to deliver widespread publication of important statements and press releases. We recommend making statements available through the news sites' social media channels to guarantee maximum distribution.

5. Grass Roots Campaign

As negotiations continue, it will be necessary to enlist support from community leaders and organizations to support the district's positions. We will work with you to identify effective individuals and organizations who can speak to the press and issue statements and letters to the editor. Families of school children, teachers and former teachers, business leaders and others can be effective spokespeople in delivering and validating the district's positions.

6. Our Team

The Slowey McManus team will include Dom Slowey, Jim McManus, Grace O'Connor, and Lisa Davis. We will schedule regular check in calls with you to track progress on all activities. The team is experienced at crisis communications and campaigns involving education system controversies.

APPENDIX B



NAME	NONPROFIT HOURLY RATES
Dominic Slowey	\$350.00
James McManus	\$350.00
Lisa Davis	\$200.00
Grace O'Connor	\$125.00