

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. Article 22 - Duration and Negotiation of Successor Agreement (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	<u>Step A</u>	<u>Step B</u> (After 1 full school year of service as a Tutor in the MPS)	<u>Step C</u> (After 2 full school years of service as a Tutor in the MPS)	<u>Step D</u> (After 3 full school years of service as a Tutor in the MPS)	<u>Step E</u> (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 1<sup>st</sup> 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 devastating effects of a serious, long-term illness or injury. It is not designed to replace or extend accrued sick time for individual employees and it should not be used for purposes for which it was not intended.
- 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:
    - 1. 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 reconsideration 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 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 ~~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 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 tutors 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 ~~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
3. Employee discharged (disciplinary) subsequent to probationary period- just cause standard.
4. Employee terminated during year (non-disciplinary) not arbitral.

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

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

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

1. Need;
2. Quality and quantity of performance as determined by the most recent evaluation;
3. Educational background including degrees, and licenses;
4. Experience with subject matter;
5. Experience with grade level(s);
6. Experience with particular student(s);
7. Training;
8. Skills including but not limited to language skills, ASL, RBT certification, Wilson or OG certification;
9. 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

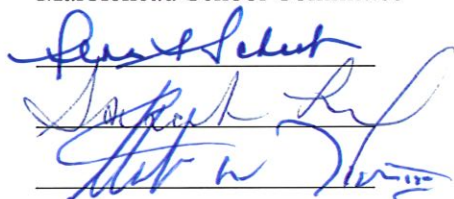
determining the order of recall; however, if the Superintendent/designee determines that the qualifications of employees based on criteria above are no different, the Superintendent may use seniority to break the tie.

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 26<sup>th</sup> day of November 2024.

Bargaining Team for the  
Marblehead School Committee



Bargaining Team for the Tutors' Unit

