

Memorandum of Agreement

Between the Marblehead School Committee And

The Marblehead – Unit A

November 26, 2024

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

1. Article XXXV: Duration and Negotiation of Successor Agreement

Amend Article XXXV as follows:

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

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

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

Year	School Year	Increase
Year 1 *	2024-2025 **	Add 2.0% to all steps. Add a new Step 12 to all Masters Lanes at 1.5% above Step 11 in the same lane. Drop Step 1 in all of the Masters Lanes

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

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

3. Appendix K: Educator Evaluation

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

4. Article XXVIII - Tuition Reimbursement Program

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

A receipted copy of the tuition bill must be submitted to the Superintendent as evidence of the cost of the course; such submission shall be made no later than September 1 for an approved course taken prior to June 30<sup>th</sup>.

5. Article XXVII, New Section R:

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

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

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

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

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

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

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

7. Lead Nurse

Amend Appendix F as follows:

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

The work year for the lead nurse is the teacher work year as defined by Article VII (Teacher Work Year) plus up to and including an additional five (5) days as determined by the Superintendent/designee. Such additional day/days shall be scheduled by mutual agreement between the Lead Nurse and the Superintendent/designee within the ten (10) days immediately preceding the regular work year. The Lead Nurse shall be compensated for each such additional workday actually worked at the Lead Nurse's per diem rate in effect on the date that the work is performed.

8. Housekeeping:

- A. Gender Neutral Pronouns. Replace gender pronouns as follows:  
 Replace "his/her" with "the employee's"  
 Replace "him/her" with "the employee"  
 Replace "he/she" with "the employee"
- B. Replace "Association" with "Union" where appropriate.
- C. Fix agreed-upon typographical and formatting errors while proofreading successor CBA.
- D. Stipend Agreement – Update the stipends in the Unit A CBA to conform to the parties' agreement
- E. Replace Article XIX section C with the sick leave bank agreement between the parties and add the following to Section 8 of the Sick Leave Bank: "The Sick Leave Bank is not subject to grievance and arbitration. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsideration by the Committee itself."
- F. Effective September 1, 2024, move High School Yearbook Advisor from Category 2 to Category 1
- G. Effective September 1, 2024, add the High School National Art Honor Society to Category 4.

9. Replace Article XIV with the following:

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

Children of employees represented by the Union may enroll in the Marblehead Public Schools, on a tuition free basis, except as hereinafter provided, subject to the following terms and conditions:

- A. The cost of the education shall not exceed 100% of the District's per pupil cost rate as determined by the most recent Department of Education report. Costs in excess of said amount shall be paid by the staff member (or community of the student's residence.)
- B. The Superintendent shall determine the number of slots available each year and the location thereof and shall advise the Association on or before March 15th for grades 1-12, and April 15 for kindergarten of each year. Procedures for applying (forms, deadlines for applications, etc.) shall be developed by the Superintendent. The Superintendent has discretion in enrolling children of employees into our school system.
- C. Once a child has enrolled in the Marblehead Public Schools, it is understood that he/she may remain in the system, subject to the terms and conditions provided herein **including**

**space availability**, so long as the parent continues to be employed by the Marblehead Public Schools and the child abides by the rules and regulations of the school system.

- D. Marblehead will not be responsible for providing transportation to students who are enrolled pursuant to the provisions of this Article.
- E. The Committee reserves the right to terminate this Article upon six (6) months written notice to the Association.
- F. In the event enrollment applications for the same slot exceed the approved slots, the following shall govern:
  - Seniority
  - Example: Three employees represented by the MEA (in any unit) with students in the fourth grade file applications, The Superintendent determines that there are two available fourth grade slots. The seniority of the employees involved shall govern which two students shall be admitted. Seniority for this Section is based on date of hire.
- G. In the event any of the provisions of this Article are found invalid by a Court of competent jurisdiction or by an agency of the Commonwealth, or in the event a Complaint were to issue after a finding of probable cause by an Agency, this Article shall be of no further force and effect.
- H. In the event Marblehead were to become a “Choice” community, the provisions of this Agreement, to the extent required by law, shall be subject to the “Choice” laws and rules and regulations related thereto.

#### 10. Article XXII: Maternity and Parental Leaves

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

##### **I. PARENTAL LEAVE**

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

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

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<sup>1</sup> Retain Section V (Extended Parental Leaves Without Pay) of Article XXII.

Parental leave is for:

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

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

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

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

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

II. This Section intentionally left blank.

III. This Section intentionally left blank.

IV. This Section intentionally left blank.

#### 11. Article VII.B. Teacher Work Year

Replace Section B of Article VII with the following:

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

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

12. Article XIII: Summer and Optional Employment

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

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

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

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

In the case of death of the employee's ~~husband, wife,~~ spouse/domestic partner, parent, sibling, child, grandparent, grandchild, parent-in-law, sibling-in-law, sibling of a parent and other member of the employee's immediate household, the School Administration shall grant the employee a leave of absence without loss of pay for a period of up to five (5) days (i.e., the employee does not automatically receive five (5) days) but shall be granted a leave of absence of between one (1) and five (5) days): such day(s) to be taken within thirty (30) consecutive days from the date of the death.

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

Bargaining Team for the Marblehead School Committee

Bargaining Team for the MEA Unit A

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