AGREEMENT BETWEEN

THE MARBLEHEAD SCHOOL COMMITTEE

AND

THE MARBLEHEAD EDUCATION ASSOCIATION UNIT A

SEPTEMBER 1, 2024 - AUGUST 31, 2025

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**AGREEMENT made this during the month of November 2024, between the MARBLEHEAD SCHOOL COMMITTEE, hereinafter referred to as the "Committee" and the MARBLEHEAD EDUCATION ASSOCIATION, hereinafter referred to as the "Union."**

## ARTICLE I: RECOGNITION

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

All regularly employed classroom teachers,
including kindergarten teachers and all classroom
teachers maintaining more than one-half a full-time
teaching assignment,
guidance counselors,
school adjustment counselors,
school psychologists,
special education teachers
speech therapists,
librarians, and
coaches
school nurses licensed by DESE (effective
September 1, 2016)

Excluded from Unit A are the superintendent, assistant superintendent, business manager, principals, supervisors, directors, department chairmen, curriculum directors, assistant principals, director of pupil personnel services, part-time teachers (employed for less than half-time), substitute teachers, the Head Nurse, substitute nurses, and all contract nurses assigned to specific student(s), and all other employees of the Committee and the Town of Marblehead.

Unless otherwise indicated, the employees in the above Unit A hereinafter will be referred to as the "teachers."

## ARTICLE II: GRIEVANCE PROCEDURE

A grievance is a dispute which may arise between the parties concerning the application, meaning or interpretation of the express terms of this Agreement and shall be settled in the following manner:

**Step 1.** The teacher with a grievance, within 30 calendar days after the occurrence of the grievance or within 30 calendar days after the day the teacher acquired knowledge of its occurrence, will first discuss it with the employee's principal or immediate supervisor in an effort to resolve the matter informally. A representative of the Union may be present. If the grievance is not resolved in the above manner within seven (7) calendar days, the teacher shall present the employee's grievance in writing to the Superintendent of Schools within fourteen (14) calendar days after the expiration of said seven (7) days.

**Step 2.** The Superintendent, within fourteen (14) calendar days after receipt of the written grievance, shall meet with the aggrieved teacher and representatives of the Union in an effort to resolve this matter. If the grievance is still unresolved within seven (7) calendar days after said meeting with the Superintendent, the teacher shall present his/her grievance in writing to the School Committee within fourteen (14) calendar days after the expiration of said seven (7)

days. (Note: If, in the judgment of the Union, a grievance affects a group or class of teachers, the Union may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Step 2.)

**Step 3.** The School Committee, within fourteen (14) calendar days after receipt of the written grievance, shall meet with the aggrieved teacher and representatives of the Union in an effort to resolve the matter. All meetings under this procedure with the Committee shall be held in executive sessions and shall include only parties in interest and their designated or selected representatives.

**Step 4.** If the grievance cannot be resolved by and between the Committee and the aggrieved teacher and the Union within twenty-one (21) calendar days after the meeting held in Step 3, then the matter may be submitted to arbitration within fourteen (14) calendar days thereafter by either the Committee or the Union pursuant to the Labor Arbitration Rules of the American Arbitration Association.

The failure of the grieving party to present a grievance within or advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a resolution of the grievance against the grieving party.

The arbitrator's authority shall be limited to matters involving the interpretation and application of the provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of the arbitrator's authority, the decision of the arbitrator to the extent provided by law shall be final and binding. The fees and expenses of the arbitrator shall be borne equally by the parties.

Grievances involving transfers/assignments shall be subject to the following rules:

A. The Step 1, 2 and 3 meetings shall be completed within 30 calendar days.

B. The arbitrator must be able to hold a hearing within 30 calendar days of the arbitrator's selection and render a decision within 30 days of the hearing.

## ARTICLE III: PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a teacher is not an appropriate concern or attention of the Committee, but the teacher agrees that the teacher will not permit the teacher's personal life to interfere with the performance of the teacher's duties.

B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

C. The Committee and the Union agree that academic freedom is essential to the fulfillment of the purposes of the Marblehead School System, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

1. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously or otherwise controversial material, provided only that said material is relevant to the course content and/or to the interests and the needs of the students.

2. In performing their teaching functions teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content and/or to the interests and the needs of the students, provided, however, that when they do so, they shall make every effort to present other relevant points of view, to distinguish between fact and opinion, and to indicate that they are speaking personally and not on behalf of the school, its administration or the Committee.

## ARTICLE IV: TEACHER RIGHTS

A. Pursuant to M.G.L. Chapter 150E, the Committee hereby agrees that every employee of the District shall have the right freely to organize, join and support the Union and its affiliates for the purposes of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of Massachusetts, the Committee undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by M.G.L. Chapter lS0E or other laws of Massachusetts or the Constitution of Massachusetts and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of the employee's membership in the Union and its affiliates, the employee's participation in any activities of the Union and its affiliates, collective negotiation with the Committee, or the employee's institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any term of conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as the employee may have under Massachusetts School Laws or the applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. No teacher, during the employee's employment by the Marblehead School District ('District'), shall be disciplined, officially reprimanded, reduced in rank or compensation, or deprived of any professional advantage the employee currently has without just cause. Provisions for the employment or dismissal of teachers without professional teacher status as provided by statute will be observed, but nothing in this Agreement shall be construed as limiting the rights of the District as established by law with respect to the discharge or re-hiring of teachers without professional teacher status, except that any teacher without professional teacher status may request a meeting with the Superintendent to discuss the reasons for not re-hiring due to unsatisfactory work performance. Nothing herein shall be construed so as to obligate the District to arbitrate or to give a teacher the right to grieve or arbitrate the District's decision not to rehire a teacher without professional teacher status. Nothing contained in this Article shall be deemed to expand or restrict the provisions of law with respect to the discharge of teachers with professional teacher status.

D. Whenever any teacher is required by the Committee, the Superintendent, or the Superintendent's agent to appear before any one or more of them concerning any matter which could directly and adversely affect the continuation of that teacher in the employee's office, position or employment or the salary or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise the employee and represent the employee during such meeting or interview. Any suspension of a teacher as a result of charges pending shall be with pay.

E. No reprisal of any kind shall be taken against any teacher for participating in any grievance.

F. The teacher shall exercise the highest professional responsibility and will maintain the exclusive right and responsibility in determining proper evaluation of pupils within the evaluation policy of the Marblehead School Department. Generally, no evaluation shall be changed without an approval by and after consultation with the teacher, except in situations where it is clearly indicated that the teacher has not exercised full professional responsibility in carrying out the evaluation policy of the Marblehead School Department.

G. No teacher shall be prevented from wearing pins or other identification of membership in the Union or its affiliates.

## ARTICLE V: UNION RIGHTS AND PRIVILEGES

A. The Committee agrees to make available to the Union, in response to requests, all available information in its possession which is a matter of public record concerning the financial resources of the district.

B. Whenever any representative of the Union or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings scheduled by the school department, the employee shall suffer no loss of pay.

C. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings. For afternoon business meetings, the principal of the building in question shall be notified in advance of the time and place of all such meetings to assure that there are no conflicts. Standard procedures for use of school facilities will be followed for all evening meetings.

D. The Union shall have, in each school building, the use of an appropriately placed bulletin board in each faculty lounge and teachers' dining room. The Union shall also be assigned adequate space on the bulletin board in the central office for Union notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

E. The Union shall have the right to use the interschool mail facilities and school mailboxes in accordance with standard procedures.

F. The President of the Union will be permitted to perform the duties of president during the times outside of the President's specific teaching assignment.

G. All orientation programs for new teachers shall be planned by the Superintendent with the assistance of the Union.

H. **AGENCY FEE**

Any teacher employed by the Marblehead School Committee shall be subject to an agency service fee unless said teacher is or becomes a member of the Marblehead Education Association.

Pursuant to MGL Chapter 150E, Section 12, it shall be a condition of employment in the bargaining unit or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an agency fee, which shall be proportionally commensurate with the costs defined by law and by the Massachusetts Labor Relations Commission's regulations contained in 456 CMR 17:00: Agency Service Fee. The Agency Service Fee shall be deducted from each paycheck pursuant to payroll authorization.

Collection of agency service fees, including the collection of delinquent fees shall be the responsibility of the Union, and the Committee shall not be obligated to take any action in regard to the employment of such employees. Teachers who fail to pay the fee shall not be subject to dismissal or suspension, but the Union shall have standing to pursue any and all remedies it may have at law or in equity to collect such fees.

The Union agrees that it will indemnify and save the Town, including the School Committee, harmless from any and all claims, costs, expenses, attorney fees, demands, liability damages suits, or causes of action, which relate to or may arise out of any action taken by the Town and/or School Committee in the implementation of the provisions of this Article.

## ARTICLE VI: TEACHER EVALUATION AND PERSONNEL FILE

A. Teachers shall be evaluated in accordance with the provisions in Appendix K.

(i) The summative evaluation and observation reports shall not be submitted to the central office, placed in the teacher's file or otherwise acted upon until the teacher has been given the opportunity to comment on and sign such documents, Teachers are required to sign such documents but their signature does not necessarily mean agreement.

(ii) Notwithstanding any provision to the contrary in Article VI or Appendix K, administrators may observe teachers at any time.

B. **Personnel File:**

(i) A teacher shall have the right to review the contents of the employee's personnel folders, excluding confidential recommendations for employment in or advancement in the Marblehead school system. A teacher shall be entitled to have a representative of the Union accompany the employee during such a review.

(ii) Any teacher shall have the right to submit a written comment on the contents of the employee's personnel folder and the comments will be placed in the teacher's personnel folder.

(iii) Teachers may submit any information which they consider pertinent concerning their professional development and personal achievements on a form so entitled. A copy of said form is attached hereto as Attachment A. The form shall be distributed to teachers during the month of September and should be returned by the teacher to the teacher's evaluator by April 1. The information on the form, which is submitted by the teacher as a data base for possible use by the evaluator in the summative evaluation, shall be attached to the summative evaluation.

C. **Educator Evaluation:**

Appendix K: Educator Evaluation

A Joint Labor Management Committee (JLMC) will be established effective within thirty (30) school days following ratification of this Agreement [November 26, 2024] 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.

## ARTICLE VII: TEACHER WORK YEAR

A. The work year for teachers shall start no earlier than the Monday before Labor Day, provided, however, if the work year is so scheduled to start before Labor Day, the Friday preceding Labor Day shall not be a work day.

B. 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.

C. The Committee has the right to increase the work year up to an additional four (4) days (up to 188 days). The nature of the day/s shall be in the discretion of the Committee. In the event the Committee were to increase the work year, the teacher salary schedule (Appendix A) shall be increased .55% for each day the school year is so increased.

D. The school calendar shall be worked out annually by the Superintendent and with the assistance of the President of the Union. The calendar for the ensuing school year shall be so determined by the preceding January 31st.

## ARTICLE VIII: TEACHING HOURS AND TEACHING LOAD

A. **Hours:**

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

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

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

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

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

2. In addition to being present during the regular student day as defined above, teachers at the elementary level shall arrive 15 minutes before the student arrival time and, Monday through

Thursday, shall stay 30 minutes after the student dismissal time and on Friday, 5 minutes after the student dismissal time. Teachers at the middle school shall arrive 15 minutes before the student arrival time and, Monday through Thursday, shall stay 40 minutes after the student dismissal time and on Friday, 10 minutes after the student dismissal time. Teachers at the high school shall arrive I5 minutes before the student arrival time and, Monday through Wednesday, shall stay 25 minutes after the student dismissal time and on Thursday, shall stay 20 minutes after the student dismissal time, and on Friday, may leave immediately following the student dismissal time. If the last day of the school week falls on a day other than a Friday, the aforementioned rules for Friday shall apply to that day.

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

3. The Union acknowledges that the Superintendent, or his designee, may require teachers, to stay in attendance for a meeting until 4:00 p.m. but not more than three (3) such meetings (meetings lasting until 4:00 p.m.) may be required per month. In the event that the Superintendent, in consultation with the chair of the Professional Development Committee, schedules and gives advanced notice of a 5:00 p.m. meeting, one less 4:00 p.m. meeting will be scheduled that particular month. Nothing contained herein shall be interpreted to limit whatever rights the Committee/Administration may have concerning after school meetings apart from the aforementioned added language.

   Teachers may make a request to the appropriate administrator that certain teacher group meetings which they intend to hold be "counted" as one of the four "4:00 p.m." monthly meetings that the Union acknowledges may be required by the Administration under this Section A2. The type of teacher initiated group meetings referred to herein are as follows:

   (a) Grade level curriculum meeting

   (b) Department meeting

   (c) Curriculum meeting

   (d) Teacher initiated group meeting approved, in writing, by the Superintendent or his/her designee

4. Teachers will have a daily duty-free lunch period of from 25 to 50 minutes long (the specific length of time dependent on the conditions in each school) scheduled within the regular work day, during which time they may leave the building on providing notification to the office of said school. The prior sentence shall not apply to school nurses. School nurses, to the extent possible, will have a duty free lunch contingent upon meeting student medical needs.

5. The Administration shall schedule, for the elementary schools during the 1996-97 school year, six early release days. The nature and the scheduling of these early release days shall be at the Superintendent's discretion and includes the parent conferences early release days. This commitment is only for the 1996-97 school year. (The amount, if any, of early release days, and the nature and scheduling thereof, in future years is recognized by the Union to be a matter for administrative determination.)

6. The Union acknowledges that the Administration may require teachers to attend up to three evening meetings per year, at least one of which would be an open house.

7. Nothing contained herein shall be interpreted as a limitation on whatever rights the Committee and/or Administration may have to require teacher/s to attend other evening meetings.

B. **Teaching Load:**

1. Effective May 4, 2010, the Union acknowledges that the Superintendent, or his/her designee, may require teachers to stay in attendance for a meeting until 4:00 p.m., but not more than three (3) such meetings (meetings lasting until 4:00 p.m.) may be required per month.

In all schools, no teacher shall be required to teach more than 3.75 consecutive hours or more than 4 consecutive periods per day nor more than 21 teaching hours or more than 28 teaching periods weekly, except:

a. When an individual teacher is willing to teach more consecutive time, or

b. When for any school year, by majority vote of the faculty in any school in a vote conducted by the Union, the faculty of said school so determines to establish a schedule providing for exception(s), such as rotating schedule, to B.1 above.

In the event the Administration increases the consecutive teaching time for any teacher from 3.5 to 3.75 hours, the following shall be applicable:

i. In the event the time is so increased for five or fewer teachers, the Administration shall meet with the teachers whose time is so increased to advise them as to the reasons for the increase.

ii. In the event the time is so increased for more than five teachers, the Administration shall meet with the Union rather than the teachers to advise them as to the reasons for the increase.

c. In the scheduling of traditional programs, no high school or middle school teacher shall be required to teach at any one time more than 3 different academic courses in no more than 2 different academic subject areas, except in those cases where a teacher is willing to carry more than the above and makes a mutual agreement with the administration for such an exception. Other exceptions to the above may be made by the administration in those areas with limited student enrollment such as Latin or German. The above does not apply to those situations where a department chooses, by vote of its members, to conduct an elective curriculum.

2. **Specific Middle School Provisions**

A. Subject to the administration's right to increase the teaching periods as set forth in Section B1, the daily work load shall consist of:

5 Periods - Teaching (Teachers shall not be required to teach more than 5 separate classes each mtg. daily or its equivalent.)

1 Period - Planning

1 Period - Supervision of Students (i.e., study hall, cafeteria, school grounds).

In the event a teacher's teaching time is increased by the administration beyond five periods, as aforementioned, there shall be a corresponding reduction of duty time.

B. The student activity/elective period at the Middle School shall be considered a "duty" or teaching period subject to the following rules:

i. The "Major Elective Choices" (Basic Skills/Study Skills, Foreign Languages, Literature, Social Studies) shall be considered teaching periods only.

ii. Teachers will not be required to perform more than two Q2) activity/elective periods a week, as supervisory periods.

iii. There shall be no restriction on the number of activity/elective periods a week that teachers may be required to perform as teaching periods, subject to the 28 teaching period restriction.

iv. Article VIIIB, le shall not apply to the activity/elective periods, except the "Major Elective Choices."

v. The one period per day of supervision may include lunch time recess duty, but no teacher shall be required to perform cafeteria duty and recess duty on the same day.

C. The planning that occurs during the planning period may be required to be team planning rather than individual planning.

D. Team leaders may be selected by the team on a rotating basis, provided, however, that the Superintendent reserves the right, upon notice to the Union, to make or change the selection.

E. Team teachers may be required to perform scheduling duties in reference to the students assigned to their team.

3. **Specific High School Provisions**

A. Planning Time:
High School teachers shall receive at least one planning period per day.

B. Supervisory Period

i. Effective 9/1/94: Over a ten (10) day cycle, the amount of supervisory periods that may be required will not exceed the amount that currently (6/93) may be required.

ii. Supervisory periods may not exceed 45 minutes in length.

iii. The Administration may schedule supervisory periods up to fifty-five minutes in length, subject to the following procedure:

(1) The Superintendent must give notice in writing regarding his/her intent to so schedule such periods at least 90 days prior to implementation.

(2) The parties shall meet to discuss the Superintendent's contemplated action. If the parties cannot reach agreement within 7 days of meeting, the parties shall select a fact finder.

(3) Selection of a fact finder: The fact finder must be able to schedule a hearing within thirty (30) days of appointment and render a decision within twenty (20) days of the hearing.

(a) By agreement.

(b) If not by agreement, utilization of American Arbitration Association.

(4) Expedited procedure re: fact finding.

(5) Issuance of fact finder's report.

(6) Meeting between the parties within two weeks of the issuance of the fact finder's report to discuss the fact finder's recommendations.

(7) If no agreement is reached within one month after the issuance of the fact finder's report, the Superintendent is then free to implement supervisory periods up to 55 minutes in length (but not earlier than September 1,1995).

4. **Maximum Length of Periods: Not more than 90 minutes.**

5. **Specific Elementary School Provisions:**

In the elementary grades (K-6) each classroom teacher will have five periods per week for preparation work or student consultation.

This will occur when specialists, including librarians, are available to assume the responsibilities of the class.

If there are weeks with fewer than five school days and/or weeks in which special activities (e.g. field trips, assemblies, etc.) are scheduled, then there may be less than five preparation periods per week.

"Other Exceptions" Reasonable exceptions to this Article may be made by the Superintendent of Schools. Examples include unforeseen or unusual circumstances requiring the teacher's presence, and provided this preparation period can be accomplished without increasing staffing levels.

This Article is not subject to the grievance procedure as outlined in Article II until December 31, 2010 and is not subject to arbitration under the provisions outlined in the collective bargaining agreement.

## ARTICLE IX: CLASS SIZE

A. An average class size of 25 pupils, more or less, will be maintained by the Committee, and the administration will administer this policy in as equitable a manner as possible. Since individualization is an important goal of education, a goal of staffing as suited to the various instructional tasks should be sought. The above is not intended to prohibit flexibility for purposes of team teaching, elective programs and/or other innovative programs mutually agreed upon by the Union and the Committee.

B. The Committee and the administration agree to consult with the Union and affected teachers regarding special education classes, including any changes that might be made in the program.

## ARTICLE X: NON-TEACHING DUTIES

The Committee and the Union acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

A. Teachers shall not be required to perform non-professional duties, such as:

1. Distributing milk.

2. Supervising bus-loading and/or unloading (except at the Middle School).

3. Collecting money from students for insurance, photographs, or hot lunches.

4. Checking parking facilities.

5. Maintaining registers.

6. Performing routine clerical functions regarding cumulative record cards.

7. Telephoning regarding student absences.

8. Correcting standardized tests used at the direction of the Committee or Superintendent

    a. Correcting of Aimsweb is the only exception to this section, unless the correction of other standardized tests and assessments are agreed to through negotiations. Additionally, it is agreed that teachers, paraprofessionals, tutors may be involved in the correcting of the Aimsweb assignment. Building principals will have the task of making sure the work is divided evenly among qualified staff. Meeting time may be used to correct Aimsweb assessments.

    b. The new evaluation system includes or will include district determined assessments which will not be considered standardized tests.

B. Elementary teachers, at a time they deem appropriate during the morning session, weather permitting, will take their classes to the school playground for a period of play and/or relaxation. This activity is in lieu of multiple-class morning recess.

C. The need for paraprofessionals is recognized and the Committee will assess these needs annually, including those proposed by the Union, with the object of improving the instructional program.

## ARTICLE XI: TEACHER EMPLOYMENT

A. The District agrees to hire only those teachers who hold or are eligible for Massachusetts Department of Education licenses for the positions to which they are assigned except otherwise permitted by law.

B. The District, in placing newly hired teachers on the salary schedule, may grant, in its discretion, credit for prior appropriate or comparable teaching experience. The denial of any such credit shall not be subject to challenge. Notwithstanding any provision of this Agreement to the contrary, the

Superintendent shall have the discretion to place each new employee on any salary step in the salary schedule in Appendix A.

C. Teachers shall be notified in writing of their salary status for the ensuing school year and any teacher without professional teacher status not to be rehired shall be so notified in accordance with statute.

## ARTICLE XII: COMPENSATION

1. The Committee and the Union agree to the following procedures regarding compensation, advancement on the salary schedule (see Appendix A), and payroll procedures:

   A. Vertical movement on the salary schedule is based primarily on the individual's satisfactory performance of one's basic professional responsibility, such as teaching, counseling, or library work during the school year prior to the year in which the increment is due, or as provided in applicable sections under Articles in this Agreement concerning leaves. Only in cases of unsatisfactory performance may an increment be withheld.

   B.1. Effective September 1, 2015, the following salary lanes (sometimes referred to as columns) shall be eliminated: B+9, B+21, and B+30. Each employee who was on one of the following salary lanes: B, B+9, B+2 1, or B+30 in the 2014-2015 work year in the Marblehead Public Schools shall be "grandfathered" and remain eligible to advance through the eliminated salary lanes until such time as such employee earns the Master's degree and advances to the Master's degree lane. However, any employee who was not in one of the Bachelor lanes in the Marblehead Public Schools as of the 2014-2015 work year and is therefore not grandfathered shall not enter any of the eliminated salary lanes. When all incumbents as of the 2014-2015 work year in the B, B+9, B+21, and B+30 salary lanes have moved to one of the Master's columns or separated from employment with the Marblehead Public Schools, the B+9, B+21, and B+30 lanes shall be removed from the Salary Schedules in Appendix A.

(There is a total of twenty-six (26) employees in the three Bachelor's salary lanes (B, B+9, and B+21) in the 2014-2015 work year. These 26 employees are the only grandfathered employees.)

In order to move horizontally on the salary schedule from B to M+30, the following steps shall be followed:

1. College and/or University courses

   a. Prior to taking courses, teachers are to discuss said courses with the Superintendent or the Superintendent's designee.

   b. Teachers taking spring and/or summer courses for proposed horizontal movement the following September must, in order to be eligible to move horizontally, advise the Superintendent as follows:

      1. A general notice in writing as to the number of courses and credits contemplated must be given to the Superintendent by November 1 preceding said September on a form provided for such purpose by the Superintendent's office.

      2. The "Application for Salary Increase by Study" form must be submitted to the Superintendent prior to taking said courses.

c. So long as any course has present and/or future value to the Marblehead School System, said course will be approved by the Superintendent.

d. After previous discussion with and approval by the Superintendent, the teacher is to submit evidence to the Superintendent's office that said teacher has successfully completed a course or courses in a recognized institution of higher learning no later than September 1 of the school year in which the salary adjustment is to take effect except in extenuating circumstances or as previously agreed with the Superintendent. The evidence submitted shall be the official transcript of the educational institution involved provided, however, that if the transcript is not made available by the educational institution prior to September l, a letter from the teacher's professor prior to said September 1 shall be submitted with the transcript furnished by the teacher as soon as possible.

and/or

B.2. Notwithstanding any provision of this Agreement to the contrary, school nurses may not move beyond Step 9 in the MA lane in the salary schedule and only the following Master's degrees shall be eligible for placement of a school nurse in the MA lane: (a) Master's degree in nursing (MSN), (b) Master's degree - Nurse Practitioner (MSN-Nurse Practitioner) with a specialty in pediatrics.

2. In-Service programs. Upon successful completion of any appropriate in-service program offered for credit by the Marblehead School Department, such credit will be applied toward horizontal movement on the salary schedule. All salary schedule placement changes to a higher level of preparation shall be made at the start of the work year following completion of all requirements for advancement to the higher level of preparation including but not limited to satisfaction of the notice requirements and submission of the requisite transcript. Teachers anticipating horizontal movement the following September must, in order to be eligible to move horizontally, complete and submit the following forms to the Human Resources Department:

(i) "Notification of Anticipated Horizontal Salary Lane Changes" form (also referred to as Form 1 of 2) on or before November 1st; and

(ii)"Study Credits for Horizontal Salary Lane Changes" (also referred to as Fonn 2 of2) on or before April 15th.

The above forms must be submitted prior to the September that the teacher anticipates moving horizontally on the salary schedule.

C. In order to move horizontally on the salary schedule from M+30 to M+75, the following terms and conditions shall apply:

1. The courses must be approved in advance by the Superintendent or the Superintendent's designee. Denial shall not be challengeable.

2. The courses cannot be duplicated.

3. The teacher must achieve a grade of B or better.

4. The teacher cannot use the same courses for both educational enhancement and the M+75 column.

5. The courses must have commenced on or after 9/1/95 except as follows:
   Teachers on M+60 (as of 3/16/95) may, subject to the approval of the Superintendent, or the Superintendent's designee, be given credit for up to 12 of the 15 new credits required to move from M+60 to M+75 for courses taken from and after 1/1/90.
   Amount: Each step shall be $1,000 more than the same step of the M+60 column.

6. Article XII.B .1. b.1. and 2 shall be applicable.

D. Teachers shall be paid I/26th or 1/22nd, as the case may be, of their annual salaries in bi-weekly installments with the first payment to be made on the ninth work day of the teacher work year and subsequent payments to be made bi-weekly beginning with the second Thursday after the first payment, with each teacher receiving the balance of the teacher's annual salary on the last working day of the school year. Any teacher wishing to be paid under the 22 biweekly pay plan must submit the proper form to the Superintendent by the last working day of the previous school year. Current practices concerning payment before holidays will be continued.

   i. Direct Deposit: Effective with the first pay period in the 2015-2016 work year, all employees shall receive their pay through direct deposit. (Employees who are not receiving their pay via direct deposit during the 2014-2015 work year shall submit direct deposit authorization forms to the payroll office no later than August 7, 2015.)

E. The salary of a regular teacher who leaves the service of the Marblehead Public Schools before the termination of the school year, or who begins the employee's instructional service in the Marblehead Public Schools after the regular school year has begun, will be paid on the basis of 11184th of the teacher's scheduled annual salary multiplied by the number of days already taught or scheduled to be taught, as the case may be. In the event of termination of service for any cause at the end of or at any time during the school year, amounts of salary earned but withheld to date of termination shall be payable to the teacher, or, in the event of death, to his estate.

F. Stipends and/or dates for other positions are stated in the appendices as follows:

| | |
|---|---|
| Coaches | Appendix B |
| Extracurricular Stipends | Appendix C |
| Guidance Counselors | Appendix E |
| School Psychologist | Appendix F-1 |
| Lead Nurse | Appendix F-2 |
| Performance Pay | Appendix J |

G. LONGEVITY

Effective school year 2007-2008, each teacher in Marblehead will receive the following longevity increments:

| | | |
|---|---|---|
| Beginning the | 10th year – 14th year | $200.00 |
| | 15 – 19 years | $300.00 |
| | 20 – 24 years | $400.00 |
| | 25+ years | $500.00 |

(These amounts are not cumulative)

Effective September 1, 2016, each longevity payment will increase by $50.00 so that each teacher in Marblehead will receive the following longevity increments:

| | | |
|---|---|---|
| Beginning the | 10th year – 14th year | $250.00 |
| | 15 – 19 years | $350.00 |
| | 20 – 24 years | $450.00 |
| | 25+ years | $550.00 |

(These amounts are not cumulative)

(See Side Letter for "red-circled" school nurses.)

H. NATIONAL BOARD CERTIFICATION FOR SCHOOL NURSES
Effective September 1, 2016, each school nurse who has a National Board Certification in School Nursing from the National Board for Certification of School Nurses shall receive a stipend of one-thousand five hundred dollars ($1,500) per work year. Such stipend shall be prorated for work of less than a full work year and shall be paid on or about the last pay period in June.

## ARTICLE XIII: SUMMER AND OPTIONAL EMPLOYMENT

Full time teachers, counselors, librarians, and other professionals paid in accord with the policy governing annual salaries for teachers, may apply to be employed for additional working days after the close of school and during the summer months at the discretion of the Superintendent. Under special circumstances, the optional employment may be arranged for some other time with the agreement of the teacher and the Superintendent. Payment for this service will be at the hourly rate hereinafter provided, with the number of hours worked being based on the need and requirements of the project as determined by the Superintendent. All proposals by faculty members must be submitted according to prescribed form by November 1 of the year preceding the summer of optional employment. Proposals will be submitted to the Superintendent who will have them reviewed by a committee selected from a list provided annually by the Marblehead Education Union and with such additional members as the Superintendent may appoint. Written evaluation of proposals will be provided by the Superintendent to the teacher who will have the opportunity to resubmit within seven (7) days for reconsideration. After final approval by the

School Committee, a list of approved projects and positions will be posted in all school buildings by April 1.

The following list of activities will constitute the core of the optional employment program:

- Curriculum work with other colleagues in department or school
- Design of new programs and materials
- Experimental work which teachers wish to try with selected volunteer students
- Individual research or study projects
- Seminars and discussion groups on learning theory, teaching strategies, evaluation of the teaching act, investigating new technology and assessing the place of this technology in the total education program
- Time to assess current curriculum, evaluate new techniques for staff development and time to appraise the Optional Employment Program
- Driver Education Instruction
- Other activities necessary and beneficial to the ongoing work of the school system.

Hourly Rate effective September 1, 2014 -$33.00

Hourly Rate effective November 27, 2024-$40.00

## ARTICLE XIV: ENROLLMENT OF CHILDREN OF EMPLOYEES REPRESENTED BY THE UNION

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

A. The cost of the education shall not exceed 100% of the District's per pupil cost rate as determined by the most recent Department of Education report. Costs in excess of said amount shall be paid by the staff member (or community of the student's residence.)

B. The Superintendent shall determine the number of slots available each year and the location thereof and shall advise the Union on or before March 15th for grades 1-12, and April 15 for kindergarten of each year. Procedures for applying (forms, deadlines for applications, etc.) shall be developed by the Superintendent. The superintendent has discretion in enrolling children of Unit A members into our school system.

C. Once a child has enrolled in the Marblehead Public Schools, it is understood that the child may remain in the system, subject to the terms and conditions provided herein, including space availability, so long as the parent continues to be employed by the Marblehead Public Schools and the child abides by the rules and regulations of the school system.

D. Marblehead will not be responsible for providing transportation to students who are enrolled pursuant to the provisions of this Article.

E. The Committee reserves the right to terminate this Article upon six (6) months written notice to the Union.

F. In the event enrollment applications for the same slot exceed the approved slots, the following shall govern:

Seniority

**Example:** Three employees represented by the MEA (in any unit) with students in the fourth grade file applications. The Superintendent determines that there are two available fourth grade slots. The seniority of the employees involved shall govern which two students shall be admitted. Seniority for this Section is based on date of hire.

G. In the event any of the provisions of this Article are found invalid by a Court of competent jurisdiction or by an agency of the Commonwealth, or in the event a Complaint were to issue after a finding of probable cause by an Agency, this Article shall be of no further force and effect.

H. In the event Marblehead were to become a "Choice" community, the provisions of this Agreement, to the extent required by law, shall be subject to the "Choice" laws and rules and regulations related thereto.

## ARTICLE XV: PAYROLL DEDUCTIONS

The School Committee shall provide that, whenever duly authorized by any teacher on a form or forms approved by the Committee, payroll deductions on behalf of such teacher shall be made every payday and paid over in accordance with such form or forms for any or all of the following purposes:

1. Purchase of United States Savings Bonds.

2. Premiums under the Town of Marblehead employees' Group Insurance Program.

3. Premiums for any tax sheltered annuity plan contracted by the teacher pursuant to United States Public Law #87-370. (Authorization must be given prior to September 30).

4. Dues for membership in the Marblehead Education Association, Massachusetts Teachers Association and the National Education Association from teachers authorizing deductions by October 15, with dues deductions to be paid in equal installments from the first pay check in November and continuing for the balance of the school year.

5. Payroll deductions for the MTA Credit Union.

6. Payroll deductions for the Marblehead Municipal Employees Credit Union.

7. Deductions for VOTE provided that at least twenty-five employees authorize and continue to authorize such deductions.

## ARTICLE XVI: INSURANCE PROTECTION

Article XVI is deleted as of June 30, 2012. The following is for informational purposes only:

Effective July 1, 2012, the Town and the Marblehead Public Employee committee have entered into a M.G.L. Chapter 32B section 19 agreement for the purposes of providing health insurance coverage for

employees, retirees and survivors through the Group Insurance Commission of the Commonwealth of Massachusetts.

## ARTICLE XVII: PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger the health, safety, or well-being of themselves or their students. The Union shall have the right to meet with the Administration immediately to develop mutually acceptable programs to guarantee the safety of students, teachers and property.

B. The Committee agrees that the Worker's Compensation provisions of Chapter 152, Section 69 General Laws of the Commonwealth of Massachusetts and as established by the Town of Marblehead providing for benefits to employees or their dependents in the event of incapacity or death arising out of employment shalt be accepted and applied to members as so provided.

C. The Committee agrees that the teachers are indemnified by the Town of Marblehead to the extent required by law as provided in Chapter 41, Section 100c of the General Laws of the Commonwealth of Massachusetts and as established by the Town of Marblehead.

D. The Union shall have the right to designate a member of the bargaining unit to each of the respective school's Indoor Air Quality Team.

## ARTICLE XVIII: POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER FEDERAL PROGRAMS

A. All openings for summer school and evening school positions and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible. Under normal circumstances, summer school and evening school openings will be publicized not later than the preceding March I5 and June 1, respectively, and teachers will be notified of the action taken not later than April 15 and September 15, respectively.

B. Positions in the Marblehead summer school and evening school and positions under Federal programs will, to the extent possible, be filled first by regularly appointed teachers in the Marblehead School System.

C. In filling such positions, considerations will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Marblehead School System, and, in regard to summer school or evening school positions, previous Marblehead summer school or evening school teaching experience.

## ARTICLE XIX: SICK LEAVE

A. All teachers employed for a full school year shall be entitled to 15 sick leave days each school year as of the first official day of said school year whether or not they report to duty on that day. For teachers employed for less than a full school year, sick leave shall be pro-rated on the basis of months of service. All unused sick leave days shall be cumulative up to and including 180 days. When a teacher needs to use a sick leave day(s), the teacher shall contact the substitute service provider to arrange for substitute coverage and shall contact the employee's building administrator no later than 6:00 A.M. of the day of the absence to inform the administrator of the teacher's absence. (It is understood that the

building administrator will direct teachers in the administrator's building on the method/telephone number to use to contact the building administrator.) When a school nurse needs to use a sick leave day(s), the nurse shall contact the Head Nurse and shall contact the nurse's building administrator no later than 6:00 A.M. of the day of the absence to inform the Head Nurse and administrator of the nurse's absence. (It is understood that the Head Nurse and building administrator will direct nurses on the method/telephone numbers to use to contact them.)

B. Teachers employed beyond the regular school year shall be granted one non-cumulative day of sick leave every three weeks of full-time employment (or its equivalent) pro-rated where applicable.

C. SICK LEAVE BANK

There is hereby established a Sick Leave Bank for the employees covered by the Marblehead Education Association Unit A Collective Bargaining Agreement under the following rules and regulations.

1. **The Sick Leave Bank is a benefit available to support bargaining unit members who, due to a prolonged serious illness, have exhausted their accumulated sick, personal, or other leave time and may require additional time to recover from their illness.**

    a. The purpose of Sick Leave Bank is to provide support for bargaining unit members who are experiencing the devastating effects of a serious, long-term illness or injury. It is not designed to replace or extend accrued sick time for individual employees and it should not be used for purposes for which it was not intended.

2. **Initial Establishment of Sick Leave Bank Criteria**

    a. Beginning on the first day of the 2023-2024 school year, all members will be given the opportunity to establish the Sick Leave Bank by donating one (1) of their sick days to the bank.

    b. Unit members who have calculated the maximum number of sick days allowed, based on the collective bargaining agreement, may contribute up to 3 days towards the establishment of the initial Sick Leave Bank.

3. **New Hire and/or Member Buy In AFTER Initial Establishment of Sick Leave Bank**

    a. New hires have thirty (30) days to buy into the Sick Leave Bank from the date of employment by donating one (1) of their sick days to the bank.

    b. Current members that have NOT bought into the Sick Leave Bank will have thirty (30) days from the start of the current school year to buy into the Sick Leave Bank by donating two (2) of their sick days to the bank.

    c. Current members that buy into the Sick Leave Bank after the initial establishment will be eligible to draw from the sick bank AFTER one (1) school year.

4. **Replenishment of the Sick Leave Bank**

    a. The maximum number of days in the Sick Leave Bank shall be five hundred (500) and the minimum number of days shall be one hundred-fifty (150).

b. When the number falls below one hundred-fifty (150) days, all current members of the Sick Leave Bank with professional status will donate one (1) day. If the number of days remaining in the sick leave bank falls below one hundred-fifty (150) days again in the same school year, unit members who have calculated the maximum number of sick days, will each be asked to contribute up to five (5) days in order to replenish the bank.

c. Professional Status members can donate up to ten (10) days to the Sick Leave Bank upon retirement or resignation.

d. Any Sick Leave Bank unused in one school calendar year shall be carried over to the next school calendar year.

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

a. Members must notify the payroll office, in writing, at least fifteen (15) days from the date of notification. Failure to notify, in writing, will automatically continue membership in the sick bank.

**6. Administration of the Sick Leave Bank**

a. A Sick Leave Bank Committee of four (4) members will be established between the Union and the Marblehead Public Schools. The Sick Leave Bank Committee will consist of two (2) members, designated by the school committee to serve at their discretion and two (2) members designated by the MEA President.

b. The Sick Leave Bank committee shall determine eligibility for the use of the Bank and the amount of leave to be granted.

c. Awards of benefits from the bank require a majority vote of the full Sick Leave Bank committee.

d. In the event of a tied vote, eligibility will be determined by the School Committee where the Marblehead Education Association will represent the member requesting days from the Sick Leave Bank in Executive Session.

e. Any initial grant of sick leave by the Sick Leave Bank Committee shall not exceed thirty (30) days. If need continues, reapplication to the Sick Leave Bank may be made for further extensions up to a maximum of thirty (30) days each. Except as provided hereafter in this paragraph, no more than ninety (90) days may be granted by the Sick Leave Bank Committee to any individual for a single illness or accident. The Sick Leave Bank Committee agrees to give due consideration to those situations of unusual circumstances 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 the attention of the Board by the Union only, whereupon the Sick Leave Bank Committee may authorize up to an additional ninety (90) Sick Leave Bank days.

f. A member who has received a grant from the Sick Leave Bank will, upon their return to regular teaching duties, 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 bank on the last day of school.

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

    a. Subject to the provisions of this Article the Board shall utilize the following criteria in administering the Sick Leave Bank and in determining eligibility and amount of leave:

        i. Adequate medical evidence, including diagnosis and prognosis, of serious and/or prolonged illness or injury and expected date of return. This information shall remain confidential with the Sick Leave Bank Committee. The Sick Leave Bank Committee may require a second opinion from an independent medical examiner. The cost of the independent medical examination will be borne by the employer.

        ii. Access to the Sick Leave Bank may be barred because of the history of prior usage of annual and accumulated sick leave.

        iii. In order for a member to be eligible for the Sick Leave Bank benefits in a successive school year, the member must return to work for a period of time at least as long as the period for which the member received benefits. The Sick Leave Bank Committee may waive this provision in extraordinary circumstances.

8. **Sick Leave Bank Binding Agreement**

    a. 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 to the Committee itself.

## ARTICLE XX: TEMPORARY LEAVES OF ABSENCE WITH PAY

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

1. Personal Days: Two school days' leave of absence for personal, legal business, household or family matters which require absence during school hours. It is expected that the teacher will be absent only for unavoidable reasons that cannot be planned for a non-school day and will give at least 72 hours' notice when possible. Personal days cannot be taken immediately preceding and following holidays or vacations except with the express prior authorization by the Superintendent. A teacher may convert one or both of the teacher's unused personal days at the end of the work year to sick leave as follows: (i) one unused personal day shall convert to one sick leave day or (ii) two unused personal days shall convert to three sick leave days. Unpaid personal days are not permitted.

2. Time necessary for up to 2 representatives of the Union to attend conferences and conventions of State and National affiliated organizations not to exceed 6 total days in any combination during the school year.

3. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

4. The following Section 4 is effective for deaths that occurred on or before November 26, 2024:

Up to 5 school days within the 7 calendar day period commencing the day of death (if the day of death is taken as one of the 5 days) or the day following the day of death (if the day of death is not taken as one of the 5 days) if the absence is caused by the death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchildren, or any other member of the immediate household.

The following Section 4 is effective for deaths that occur after November 26, 2024:
In the case of death of the employee's spouse/domestic partner, parent, sibling, child, grandparent, grandchild, parent-in-law, sibling-in-law, sibling of a parent and other member of the employee's immediate household, the School Administration shall grant the employee a leave of absence without loss of pay for a period of up to five (5) days (i.e., the employee does not automatically receive five (5) days) but shall be granted a leave of absence of between one (1) and five (5) days): such day(s) to be taken within thirty (30) consecutive days from the date of the death.

5. Up to five (5) days per work year if the absence is caused by the serious illness of the teacher's parent or the serious illness of a member of the teacher's immediate household, if the teacher's presence is necessary. For purposes of this section A.5., a teacher may substantiate serious illness of the teacher's parent or member of the teacher's immediate household and that the teacher's presence is necessary by:

    (i) providing the superintendent with a doctor's note stating that the teacher's presence was/is necessary to care for the teacher's parent/immediate household member on the day(s) the teacher is/will be absent; or

    (ii) providing the Superintendent with documentation that the teacher transported the teacher's parent/immediate household member to a hospital emergency room on the day(s) of the teacher's absence.

    The Superintendent may in the Superintendent's discretion, waive the provisions of (i) and (ii) above.

6. Time necessary at the end of a school year and/or at the beginning of a school year, as may be required to attend summer school classes and/or to travel to the place where such classes are to be held subject to approval of the Superintendent.

7. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. During this period a teacher shall be paid the teacher's regular pay, provided that the teacher reimburse the Committee to the extent of any monies received from said duty up to an amount equal to the teacher's regular pay.

8. Other leaves of absence may be granted by the Superintendent for good reason.

B. Leaves taken pursuant to Section A. above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE XXI: EXTENDED LEAVES OF ABSENCE WITHOUT PAY

A. A leave of absence without pay of up to one year shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any such programs, or accepts a Fulbright Scholarship. An extension may be

granted at the discretion of the Superintendent. A teacher on such leave will be advanced accordingly on the salary schedule if the teacher's activity while on such leave has relevance to the Marblehead Public Schools.

B. Military leave without pay shall be granted to any teacher who is drafted or recalled into any branch of the armed forces of the United States for the period of said required service and 3 months thereafter, or 3 months after recovery from any wound or sickness at the time of discharge. A similar leave shall be granted to any teacher whose spouse has been so inducted for the purpose of accompanying said spouse on such assignment. An extension may be granted at the discretion of the Superintendent. A teacher on such leave will be advanced accordingly on the salary schedule if the teacher's activity while on such leave has relevance to the Marblehead Public Schools.

C. A leave of absence without pay of up to one year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted subject to review by the Committee. Under this leave no credit will be granted for vertical movement on the salary schedule.

D. The Committee shall grant a leave of absence without pay to any teacher to campaign for one's self or serve in a public office. An extension may be granted at the discretion of the Superintendent. A teacher on such leave will be advanced accordingly on the salary schedule if his activity while on such leave has relevance to the Marblehead Public Schools.

E. Other leaves of absence without pay may be granted by the Superintendent for good reason. An extension may be granted at the discretion of the Superintendent. A teacher on such leave will be advanced accordingly on the salary schedule if the teacher's activity while on such leave has relevance to the Marblehead Public Schools.

F. All benefits to which a teacher was entitled at the time the teacher's leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility shall be restored to the teacher upon the teacher's return, and the teacher shall be assigned to the same position which the teacher held at the time said leave commenced, if available, or, if not, to a substantially equivalent position excluding coaching assignments in Appendix B and extracurricular assignments in Appendix C.

G. All requests for leave under this Article shall be made in writing with as much advance notice as possible, but in no event, except as hereafter provided, less than 45 days in advance of the commencement of the leave. Notice may be less than 45 days in the following circumstances and subject to the following conditions:

1. Request for leave under Sections B or C shall be made as soon as possible under the circumstances.

2. In the event a teacher has not received the necessary confirmations in order to make formal application for the leave, provided (1) the teacher advised the Superintendent as to his/her intention to apply for the leave as soon as possible and (2) formal application is made as soon as the necessary confirmations are obtained, provided, however, in no event shall less than thirty (30) days notice of intent or formal notice be given.

H. Teachers on any unpaid leave under this Article shall notify the Superintendent by March 1 of the school year preceding the school year of their return or their intent to return. Failure to so notify the Superintendent may be deemed a resignation by the District.

Teachers granted leave under this Article will be notified by February 15 by email of the requirements of this Section H.

## ARTICLE XXII: MATERNITY AND PARENTAL LEAVES

**This Article XXII is effective for births/adoptions prior to November 26, 2024. (For births/adoptions that occurred on or after November 26, 2024, see the new Article XXII below)**

I. Work During Pregnancy

A teacher who is or becomes pregnant during the school year may continue to teach until such time as the pregnancy makes it difficult to carry on normal teaching responsibilities. This time should be mutually agreed upon by the teacher, her physician and her school principal. Should there be a disagreement in this matter, then the final decision will be made by the Superintendent based primarily on the physician's recommendation of the pregnant teacher's overall physical ability to continue normal work.

II. Maternity Leave and Parental Leave (8 weeks)

A. Eligibility (female or male teachers):

Any full-time teacher who has completed three consecutive months of employment with the Marblehead Public Schools and who desires to continue service shall be granted a leave of absence not to exceed eight weeks for any of the reasons in Section B. below and subject to the terms and conditions in this Article.

B. Qualifying Events for Maternity/Parental Leave:

Eligible employees shall be entitled to maternity/parental leave for any of the following reasons:

- Birth of the teacher's child
- Adoption of a child under the age of 18 by the teacher
- The adoption by the teacher of a child under the age of 23 if the child is mentally or physically disabled; or
- Placement of a child under the age of 18 with the employee pursuant to a court order

C. Amount of Maternity/Parental Leave:

An eligible teacher may take up to and including 8 weeks of leave for any of the events listed in Section B above. The 8 weeks of leave commence with:

- the birth of the teacher's child,
- upon receiving de facto custody of the child, or earlier if necessary to fulfill the requirement of adoption, or
- the placement of the child with the teacher pursuant to a court order.

- If both parents are employed by the Marblehead Public Schools, the total leave is limited to 8 weeks in the aggregate (i.e. one parent may take all 8 weeks or both parents can take leave that together does not exceed 8 weeks.)

D. Notice for Maternity/Parental Leave:

The eligible teacher shall give at least two (2) weeks written notice to the Superintendent of the employee's anticipated date of departure and her/his anticipated date of return. If there is a delay in providing notice beyond the teacher's control, notice shall be given as soon as practicable of the anticipated leave as well as the teacher's anticipated return date.

E. Use of Accumulated Sick Leave:

A teacher may utilize accumulated sick leave while on maternity leave under the following terms and conditions:

1. The teacher continues to work until such time as the employee is physically disabled from working. The Superintendent may require the teacher to produce medical certification of disability as aforementioned.

2. The accumulated sick leave may only be utilized during the period of the teacher's physical disability. With the exception of the use of accumulated sick leave as provided above and with the exception of paid leave as provided in Section IV below, maternity and parental leave are unpaid.

F. Benefits:

All benefits that a teacher has accrued prior to a leave taken under this Article shall remain intact (excluding deductions for the use of accumulated sick leave as provided above) during such leave with further accrual beginning with the resumption of regular full-time employment.

G. Return from Leave:

Upon resumption of full-time employment, a teacher will be assigned to the same position held prior to such leave whenever possible or unless some other mutually satisfactory position is arranged. In those situations, where it is impossible for a return to the same position held prior to the maternity leave, the teacher will be assigned to a substantially similar position.

III. Family Medical Leave Act (FMLA) Leave for Birth/Adoption of Child (up to 12 weeks)

A. If the teacher is eligible for FMLA leave for the birth/adoption/foster care of a child, the teacher must take the FMLA leave within the I2-month period following the child's birth/placement for adoption/foster care.

B. If both parents are employed by the Marblehead Public Schools and entitled to FMLA leave, the total leave both employees will be entitled to is 12 weeks in any 12-month period.

C. FMLA is unpaid except as provided in Section IV below and except as the teacher may be entitled to take sick leave.

D. All unpaid and paid leaves for the birth, adoption, or placement of child with the teacher such as Maternity/Parental Leave and FMLA leave shall run concurrently. (For example, a teacher who is entitled to 8 weeks of Maternity/Parental Leave and 12 weeks of FMLA leave shall have a total of 12 weeks of leave with the first 8 weeks counting toward the employee's Maternity/Parental leave and FMLA leave entitlements.)

## IV. PAID LEAVE FOR TEACHERS WITH PROFESSIONAL TEACHER STATUS

A full-time teacher with professional teacher status ("PTS") shall be entitled to paid parental leave for the birth of the teacher's child or the adoption of a child under the age of six subject to the following terms and conditions:

A. For Adoption:

a. Maximum amount of paid adoption leave: 4 weeks (20 work days), (Lost work time within four weeks following the PTS teacher's receiving actual custody of the child.)

b. Deduction from sick leave: The leave shall be deducted from the PTS teacher's sick leave (annual, if sufficient, otherwise accumulated). In the event the PTS teacher does not have sufficient sick leave to the employee's credit, the PTS teacher shall not be eligible for paid adoption leave to the extent of the deficiency.

c. Age of adoptive child: The child must be below six years of age.

d. Purpose of the leave: To make arrangements for and to care for the adopted child.

e. If both parents are PTS teachers in the Marblehead School System: In the event both parents are PTS teachers in the Marblehead School System, either parent may request the paid adoption leave but the total amount of such paid adoption leave shall not exceed the maximum of four weeks.

f. Request for Paid Adoption Leave - Time of Leave:

i. The leave shall commence, except as hereinafter provided in F3, upon receiving actual custody of the child, or earlier if necessary to fulfill the requirements of adoption.

ii. The PTS teacher shall give, to the extent possible, at least 2 weeks written notice to the Superintendent of the employee's anticipated date of departure and the employee's intent to return.

ii. In the event de facto custody is taken during any of the school vacations during the school year (Christmas, February or April vacation), the leave shall commence on the first work day following such school vacation. This provision shall only be applicable to school vacations during the school year. If de facto custody were taken in July, the PTS teacher would not be eligible for paid adoption leave.

g. Family and Medical Leave Act

If and to the extent the PTS teacher is entitled to leave under the Family and Medical Leave Act, such time shall be charged against the adoption leave.

B. For Birth of a Child by PTS Teacher on Maternity/Parental Leave

A PTS teacher on maternity/parental leave under Article XXII shall be entitled to paid parental leave subject to the same terms and conditions applicable to paid adoption leave, except as follows. The amount of the paid parental leave shall not exceed the following: Four weeks less any paid sick leave taken by the PTS teacher on maternity leave. Example: A PTS teacher on an eight-week unpaid maternity leave is disabled for five days and utilizes five days of sick leave. The PTS teacher, in such case, would then be entitled to 15 days of paid parental leave subject to the same terms and conditions applicable to paid adoption leave.

V. EXTENDED PARENTAL LEAVES WITHOUT PAY

A. A leave in excess of 8 weeks Maternity/Parental Leave or 12 weeks FMLA Leave (whichever is greater and applies to the teacher) is referred to as Extended Parental Leaves. Extended Parental Leaves are subject to the following terms and conditions:

i. Request for such leave shall be submitted to the Superintendent in writing, and shalt state the purpose of the leave, the date of its commencement, and the anticipated date of the teacher's return, subject to the provisions of Paragraphs iii, iv and v below. The request shall be made, except in cases of emergency, at least 30 days prior to the date of commencement of the requested leave and must be requested prior to the birth/adoption of the child.

ii. The leave shall be without pay except as provided in Section IV of this Article.

iii. The leave may not in any event exceed in length the balance of the school year in which the child is born/adopted plus one additional school year, or in the event the child is born/adopted during the summer recess, the two school years following the birth/adoption of the child.

iv. The teacher may not in any event return to school at any time other than the beginning of the school year except in the event of a stillbirth or other legitimate complication regarding the birth or adoption of the child. In such case, the teacher may elect to return to work early, provided that the teacher either returns to school within eight weeks of the commencement of the teacher's extended leave or returns to school at the beginning of the second semester. (NOTE: In the event of a stillbirth or other legitimate complication regarding the birth or adoption of the child during the second semester, the teacher may elect to return to work early provided the teacher does so within eight weeks of the commencement of the leave; otherwise, the earliest time such teacher may return to school is at the beginning of the next school year.)

v. A teacher who originally requests less than the maximum extended parental leave shall have the right to extend such leave to the maximum allowed hereunder provided written notice is submitted by the teacher to the Superintendent prior to March 1 st of the school year preceding the extension of the teacher's intent to so extend such leave. Example: Written request submitted for extended leave October 2015 - June 2016. Teacher to return September, 2016. Teacher, upon giving written notice to the Superintendent prior to March 1, 2016, may extend leave for 2016-2017 school year. Teacher to return at commencement of school year in September 2018.

vi. Teachers on extended parental leave shall notify the Superintendent by March 1st of the school year preceding the school year of their return as required hereunder of their intent:

a. To return to school the next September,

b. To extend the leave an additional year (providing the teacher is eligible for such extension under Section v, above), or

c. To resign.

Failure to so notify the Superintendent may be deemed a resignation by the Superintendent. The notification shall be on a form prepared by the Superintendent and shall be given or sent to the teacher by February 15th of the school year preceding the school year of the teacher's return as required herein. This Section vi shall not be applicable to teachers on extended maternity/parental leave when the leave commences after March 1st and the teacher has indicated her/his intent to return the following September.

B. All benefits that a teacher has accrued prior to a leave taken under this Article shall remain intact during such leave with further accrual beginning with the resumption of regular full-time employment.

C. Upon resumption of full-time employment, a teacher will be assigned to the same position held prior to such leave whenever possible or unless some other mutually satisfactory position is arranged. In those situations, where it is impossible for a return to the same position held prior to the maternity/parental leave, the teacher will be assigned to a substantially similar position.

D. A teacher who is absent on maternity/parental leave as herein provided shall be eligible, subject to the terms and conditions of Article XII, Section A, to advance on the salary schedule, provided the leave does not exceed 92 school days.

## ARTICLE XXII: PARENTAL LEAVE

**This Article XXII is effective for births/adoptions that occurred on or after November 26, 2024. (For births/adoptions that occurred prior to November 26, 2024, see the Article XXII above.)**

### 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.

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.**

**V. EXTENDED PARENTAL LEAVES WITHOUT PAY**

A. A leave in excess of 8 weeks Maternity/Parental Leave or 12 weeks FMLA Leave (whichever is greater and applies to the teacher) is referred to as Extended Parental Leaves. Extended Parental Leaves are subject to the following terms and conditions:

i. Request for such leave shall be submitted to the Superintendent in writing, and shalt state the purpose of the leave, the date of its commencement, and the anticipated date of the teacher's return, subject to the provisions of Paragraphs iii, iv and v below. The request

shall be made, except in cases of emergency, at least 30 days prior to the date of commencement of the requested leave and must be requested prior to the birth/adoption of the child.

ii. The leave shall be without pay except as provided in Section IV of this Article.

iii. The leave may not in any event exceed in length the balance of the school year in which the child is born/adopted plus one additional school year, or in the event the child is born/adopted during the summer recess, the two school years following the birth/adoption of the child.

iv. The teacher may not in any event return to school at any time other than the beginning of the school year except in the event of a stillbirth or other legitimate complication regarding the birth or adoption of the child. In such case, the teacher may elect to return to work early, provided that the teacher either returns to school within eight weeks of the commencement of the teacher's extended leave or returns to school at the beginning of the second semester. (NOTE: In the event of a stillbirth or other legitimate complication regarding the birth or adoption of the child during the second semester, the teacher may elect to return to work early provided the teacher does so within eight weeks of the commencement of the leave; otherwise, the earliest time such teacher may return to school is at the beginning of the next school year.)

v. A teacher who originally requests less than the maximum extended parental leave shall have the right to extend such leave to the maximum allowed hereunder provided written notice is submitted by the teacher to the Superintendent prior to March 1 st of the school year preceding the extension of the teacher's intent to so extend such leave. Example: Written request submitted for extended leave October 2015 - June 2016. Teacher to return September, 2016. Teacher, upon giving written notice to the Superintendent prior to March 1, 2016, may extend leave for 2016-2017 school year. Teacher to return at commencement of school year in September 2018.

vi. Teachers on extended parental leave shall notify the Superintendent by March 1st of the school year preceding the school year of their return as required hereunder of their intent:

a. To return to school the next September,

b. To extend the leave an additional year (providing the teacher is eligible for such extension under Section v, above), or

c. To resign.

Failure to so notify the Superintendent may be deemed a resignation by the Superintendent. The notification shall be on a form prepared by the Superintendent and shall be given or sent to the teacher by February 15th of the school year preceding the school year of the teacher's return as required herein. This Section vi shall not be applicable to teachers on extended maternity/parental leave when the leave commences after March 1st and the teacher has indicated her/his intent to return the following September.

B. All benefits that a teacher has accrued prior to a leave taken under this Article shall remain intact during such leave with further accrual beginning with the resumption of regular full-time employment.

C. Upon resumption of full-time employment, a teacher will be assigned to the same position held prior to such leave whenever possible or unless some other mutually satisfactory position is arranged. In those situations, where it is impossible for a return to the same position held prior to the maternity/parental leave, the teacher will be assigned to a substantially similar position.

D. A teacher who is absent on maternity/parental leave as herein provided shall be eligible, subject to the terms and conditions of Article XII, Section A, to advance on the salary schedule, provided the leave does not exceed 92 school days.

## ARTICLE XXIII: SABBATICAL LEAVE

A sabbatical leave may be granted to a teacher by the Committee, upon recommendation by the Superintendent, for study (including study in another area of specialization), travel, or for other reasons of value to the school system, subject to the following conditions:

A. The Committee agrees to include each school year, in its preliminary budget for the next fiscal year, at least sufficient monies to fund the cost of two sabbatical leaves. Such funding shall not be construed as requiring the granting of any such leaves.

B. At the time of application, the teacher must have completed at least 6 full school years of service in the Marblehead Public Schools.

C. Requests for sabbatical leave must be received by the Superintendent in writing no later than December 1, and action must be taken on all such requests and the applicant informed in writing no later than February 1 of the school year preceding the school year for which the sabbatical leave is requested.

D. An applicant granted a full-year sabbatical leave shall be paid two-thirds of the salary rate which the employee would have received if the employee had remained in active full-time employment. The Committee may provide up to 100% of said salary rate based upon an applicant's need and if so recommended by the Superintendent. A person on sabbatical leave agrees to pay back to the Marblehead School System any amount of money from the employee's sabbatical salary plus stipend received from the institution the employee is attending during the employee's sabbatical period that exceeds the amount of salary the employee would have earned had the employee remained in active full time employment in the Marblehead School System during the period of the sabbatical.

E. An applicant granted a half-year sabbatical leave (for either semester of the academic year), shall be paid 100% of the salary rate which the employee would have received if the employee had remained in active full-time employment for the approved period of the sabbatical leave. A person on sabbatical leave agrees to pay back to the Marblehead School System any amount of money from the employee's sabbatical salary plus stipend received from the institution he is attending during his sabbatical period that exceeds the amount of salary the employee would have earned had the employee remained in active full-time employment in the Marblehead School System during the period of the sabbatical.

F. Upon return from sabbatical leave, the teacher will provide the Marblehead School Department a minimum of service equal to twice the period of time of the sabbatical leave, and that, in default of completing such service, the teacher will refund to the town of Marblehead an amount equal to such proportion of salary received by the teacher while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

G. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which the teacher would have achieved had the teacher remained actively employed in the system during the period of his absence.

H. After completing a sabbatical leave, a teacher will not be eligible for another sabbatical leave until the teacher has completed an additional 7 years in the Marblehead School System.

I. The decision of the Committee not to grant any or all sabbatical leave requests shall not be subject to the grievance and arbitration provisions of this Agreement.

## ARTICLE XXIV: TEACHER ASSIGNMENT

A.

1. All teachers shall be given written notice of their school, class, grade and/ or subject assignments by the end of school in June. If there are any necessary changes in said assignments, each affected teacher will be notified in writing as soon as possible.

2. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Committee has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, no later than June 15 or no later than 2 weeks after the signing of the individual contract.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching licenses and/or their major or minor fields of study, except as permitted by law.

C. Teachers who may be required to travel in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate established by the Federal Tax Code commonly referred to as the "IRS rate."

## ARTICLE XXV: VACANCIES, VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Proper notification of all vacancies and special assignments will be made to the Union and posted in all buildings as they occur.

B. When candidates for Principal or Assistant Principal for a particular school are to be interviewed, the teachers of the building concerned will elect, in an election conducted by the Union, a number of teachers (see below table) from that school to represent the faculty of that school at such screening interviews. The District agrees to give full consideration to the recommendations of the faculty representatives regarding the hiring of any such candidates.

**Table:**

High School or Middle School - 4 faculty representatives

Village, Bell, Coffin or Glover Schools - 3 faculty representatives

All other schools-2 faculty representatives

C.

1. Any teacher wishing to be transferred to another grade and/or assignment effective the next school year should make the request in writing to the Superintendent by April 1 in order to be given timely consideration in the determination of assignments. This does not preclude later requests for transfer as vacancies occur. A transfer request shall include the grade and the school or schools to which the teacher desires to be transferred, in order of preference.

2. Teachers who desire such change during the course of a school year may file a written statement with pertinent data with the department chairman or principal. Said request shall be forwarded to the appropriate level of administration for action.

3. In acting on requests for voluntary transfer and/or reassignment, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements of the school system. No such requests shall be denied arbitrarily, capriciously, or without basis in fact.

## ARTICLE XXVI: OTHER REASSIGNMENTS

A. There shall be no involuntary transfer or reassignment except when necessitated by a change in the school population or other unusual circumstances. When such a transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Marblehead schools, length of service in the particular school building, and other relevant factors (including, among other things, state and/or federal laws, rules and regulations) shall be considered in determining which teacher or teachers will be transferred or reassigned.

B. Notice of intent to transfer or reassign shall be given to teachers in writing and stating the reason as soon as practicable, and except in cases of emergency not later than April 15. Any involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent. The teacher may, at the teacher's option, have an Union representative present at such meeting. Involuntary transfers will not be made arbitrarily, capriciously, or without basis in fact.

C. Sections A and B of Article XXVI shall not apply to school nurses. The Committee/Administration has the right to transfer and assign school nurses.

## ARTICLE XXVII: MISCELLANEOUS PROVISIONS

A. The Committee and the Union agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, domicile or marital status.

B. This Agreement constitutes Committee policy for the term of said Agreement, and the Committee shall carry out the commitments contained herein and give them full force and effect as Committee policy.

C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement (as provided by current applicable Committee policies) shall continue to be so applicable during the

term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any professional working conditions in effect immediately prior to its effective date.

D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Once employed, any individual contract between the Committee and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

F. All educational functions of a professional nature traditionally performed and presently being performed by members of the bargaining unit shall continue to be performed by the members of the bargaining unit. In order to provide adequate educational services for students identified as having special needs, the Committee may hire paraprofessional tutors who shall work with such students in cooperation with and under the immediate supervision of students' classroom teachers and/or special education teachers. Said paraprofessional tutors shall be under the overall supervision of the Director of Special Education and Program Accountability.

G. The Committee will post this Agreement on the school district website.

H. The Committee and the Union or their representatives agree to meet periodically during the school year at mutually agreeable times to discuss matters of mutual interest and concern.

I. Only as modified by this Agreement, the authority and jurisdiction of the School Committee shall be maintained as provided by the Massachusetts Constitution, the General Laws of the Massachusetts, or the laws of the United States. Except as provided by the terms of this Agreement, the determination and administration of educational policy, the operations of the schools and the direction of the professional staff are vested exclusively in the School Committee.

J. The Union recognizes it legal responsibility to accept the provisions of Chapter 149, Section 178M of the General Laws: "It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by such employees."

K. Each school year the Superintendent shall appoint, in consultation with the President of the Union, a joint committee consisting of 3 representatives of the Union and 3 administrators for the purpose of recommending to the Superintendent by May 15 of each year any changes in procedures and format for reporting student progress to parents for the following year.

L. The Committee agrees to consult with representatives of the Union regarding any new program(s) which could affect wages, hours, and other conditions of employment prior to the implementation of such program(s). If the results of said consultation indicate that the new program(s) will affect wages, hours and/or other conditions of employment, the Committee agrees to negotiate same.

M. Education Reform

The language of this Agreement shall be interpreted subject to and in conformity with the Education Reform Act of 1993 and any provision of this Agreement inconsistent with the Education Reform Act shall be deemed amended so as to be in compliance with such Act.

N. The Union acknowledges that the Committee has fulfilled its bargaining obligations with regard to the Drug Policy attached hereto as Appendix I. No challenge shall be made with regard to the adoption and implementation of said policy by the Committee/Administration.

O. Performance Pay: See Appendix J

P. Teachers who wish to resign after August 1 must give at least 30 days written notice to the Superintendent. The Superintendent may waive all or part of such notice.

Q. Professional Development Day Advisory Committee

There shall be a Professional Development Day Advisory Committee (PDD Advisory Committee) consisting of five administrators appointed by the Superintendent and five teachers appointed by the Union. The PDD Advisory Committee shall make recommendations for district-wide professional development for the district -wide Professional Development Day. Such recommendation(s) shall be made to the Superintendent on or before December 15" prior to the work year when the district professional development day is held.

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

## ARTICLE XXVIII: TUITION REIMBURSEMENT PROGRAM

The tuition reimbursement program shall be subject to the following terms and conditions.

A. **Eligibility**

1. All teachers shall be entitled to participate, subject to the terms and conditions hereinafter provided.

B. **Procedure**

1. The course must be approved by the Superintendent. Under normal circumstances, request for approval must be made in writing, on a form supplied by the Superintendent, in advance of the start of the course. Where advance request is not reasonably possible, the request for approval must be made as soon as reasonably possible after the start of the course. Courses will be approved by the Superintendent if they meet the following requirements:

   a. The course must be recognized for college credit at an accredited college or university and the teacher must submit written evidence of such recognition from said college or

university. The written evidence must be submitted, under normal circumstances, in advance of the start of the course. Where this is not reasonably possible, the written evidence must be submitted as soon as reasonably possible after the start of the course.

b. The course must be in the teacher's license or current teaching position.

C. **Reimbursement**

The teacher shall pay the entire tuition cost of approved courses and will be reimbursed under the following terms and conditions:

1. The teacher must obtain a grade of B- or better and present satisfactory evidence thereof to the Superintendent. In the event the course is not graded in such fashion, the equivalent of B- or better shall be satisfactory.

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

3. Within 30 days after receipt of items 1 and 2 of this Section C, the Committee shall reimburse the teacher for the teacher's out-of-pocket tuition payment as follows: Committee will reimburse 100% of the first $135.00 and 75% of the balance of the tuition cost. For courses at Massachusetts State Colleges and Massachusetts State Universities, the Committee shall reimburse the teacher for the teacher's out-of-pocket tuition and nondiscretionary fee payment as follows: Committee will reimburse 100% of the first $135.00 and 75% of the balance of the tuition and nondiscretionary fee cost for the course. Nondiscretionary fees are those fees required to be paid with the tuition to enroll in the course. Nondiscretionary fees shall not include fees for parking, meals, student activities, labs, insurance, books and materials, etc. A teacher seeking reimbursement for tuition and fees for a course at a Massachusetts State College/University must satisfy the requirements in Sections C.1 and C.2 of this Article, and the tuition bill submitted to satisfy Section C.2 must include the nondiscretionary fees paid.

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

5. Not more than one course per teacher per fiscal year will be reimbursed by the Committee as aforementioned.

6. Audited courses will not be reimbursed.

D. The Superintendent may approve reimbursement for some of the cost of other educational experiences up to the maximum reimbursement of one course. The approval or denial of the Superintendent is not challengeable.

E. Effective September 1, 2015, approved Continuing Education Units (CEUs) necessary for a Speech and Language Pathologist ("SLP") to maintain her/his license are eligible for tuition reimbursement

provided that the Procedures and Requirements for course reimbursement in this Article XXVIII are followed and subject to the requirements and limitations in Article XXVIII.

F. Effective September 1, 2016, approved Continuing Education Units (CEUs) necessary for a School Nurse to maintain her/his license are eligible for tuition reimbursement provided that the Procedures and Requirements for course reimbursement in this Article XXVIII are followed and subject to the requirements and limitations in Article XXVIII.

## ARTICLE XXIX: BARGAINING FOR COACHES AND EXTRA CURRICULAR ACTIVITIES

The parties agree that negotiations for coaches and extracurricular shall be conducted by representatives of the parties hereto separate from the rest of the Unit A negotiations. These separate negotiations shall not be considered a reopening of the teacher contract but simply a procedural device for the handling of such negotiations. Upon the parties reaching agreement, the agreement so reached shall be considered part of the Unit A contract.

## ARTICLE XXX: EARLY RETIREMENT

A teacher in the Marblehead Public School System shall be eligible to participate in the early retirement program subject to the following conditions:

1. The teacher must complete: (a) twenty years of service in the Marblehead Public Schools; or (b) a total of thirty years of teaching, the last fifteen of which have been consecutive in the Marblehead Public School System; or (c) has completed nineteen years of service in the Marblehead Public Schools and has given two or three years notice, as provided below, in which case payments would commence in the twentieth year.

2. The teacher must give notice of intent to participate in the Early Retirement Program by March 15 of the school year preceding the school year in which the teacher's retirement payment commences. The notice is to be given on the form provided by the Office of the Superintendent.

3. A teacher must be no less than fifty and no more than sixty-three at the end of his/her last year of teaching.

4. For each of the remaining school years prior to retirement (not more than three) following the school year in which notice of intent to participate is given, the teacher shall be paid the following additional salary:

   3 years advance notice: $5,000 each year ($15,000 total)

   2 years advance notice: $5,000 each year ($10,000 total)

   1 year advance notice: $5,000

5. The notice of intent to retire cannot be withdrawn or revoked.

6. The teacher must retire pursuant to Massachusetts Teacher Retirement Law.

7. The teacher or the teacher's estate or legal representative, as the case may be, shall not be required to pay back any money received under the early retirement program in the event the teacher dies or is forced to retire because of disability or other unanticipated good cause prior to

the year in which the teacher's retirement was contemplated. No additional money shall be paid in such case, however.

8. Effective 9/1/02, this Article shall be of no further force and effect except for teachers who commenced actual teaching in Marblehead prior to the 2001-2002 school year.

## ARTICLE XXXI: REDUCTION IN FORCE

A. DEFINITION

The following rules shall apply in the determination of which teachers are to be dismissed in the event a reduction in the number of teachers is deemed advisable by the District.

1. Teachers with professional teacher status shall not be dismissed if there is a teacher without professional teacher status whose position the teacher with professional teacher status is qualified to fill.

2. The District shall determine which teachers with professional teacher status shall be dismissed in accordance with the following rules:

   (a) In making a decision regarding the layoff or reduction in force of a teacher(s) with professional teacher status, the Superintendent shall consider the following factors:

      (1) need;

      (2) quality and quantity of performance by the teacher of the teacher's duties and responsibilities including factors of job performance in the teacher's overall evaluation ratings; however, no distinction shall be made between proficient and exemplary ratings; and seniority shall only be used as a tie-breaker in personnel actions between or among teachers whose qualifications are no different;

      (3) educational background;

      (4) experience;

      (5) nature and diversity of license;

      (6) professional achievements and activities, and

      (7) the best interests of students in the school or district.

   (b) Seniority as used herein shall mean length of continuous service in the Marblehead School System.

   (c) The Superintendent may assign whatever weight the Superintendent desires to the aforementioned criteria provided the Superintendent's decision is based on said criteria and provided that the Superintendent considers the best interests of students in the school or district. It is recognized, however, that the District need not review all of said criteria. For example, a teacher's evaluations may be such (negative) that a review of the other criteria could not offset such evaluations.

B. **REDUCTION IN FORCE PROCEDURE (Applicable to Teachers with Professional Teacher Status Only)**

The reduction in force rules hereinafter set forth shall not apply across the separate groupings except as hereinafter specifically provided.

1. **Secondary Level Grouping (7-12)**

The first step in a reduction in force should be to determine which teacher(s) with professional teacher status are excess. This initial determination, under normal circumstances, will be based upon the needs of the system. For example, if there are four French teachers and the District determines it needs only three French teachers, the District shall determine, pursuant to Section A2, which French teacher is excess. The second step shall be to determine whether there are any other positions at the secondary level or any specialist classification positions which the excess French teacher is qualified to fill. If so, the excess teacher and the teachers in said position shall then be reviewed, in accordance with Section A2, to determine which teacher is excess. In the event another teacher is declared excess in the second step, the same process shall then be applied to this teacher.

2. **Elementary Level Grouping (K-6)**

The section A2 rules shall apply to K-6 as a separate grouping, Excess elementary teachers who are qualified to fill any specialist classifications positions shall be reviewed with teachers in such positions, in accordance with Section A2, to determine which teacher is excess.

3. **Specialist Groupings**

The Section A2 rules shall apply to each specialist position as a separate grouping. The specialist positions for the purposes of this Article shall be as follows:

| | |
|---|---|
| 1. Music | 7. Guidance Counselors |
| 2. Physical Education | 8. School Psychologists |
| 3. Art | 9. School Adjustment Counselors |
| 4. Industrial Arts | 10. Librarians |
| 5. Family and Consumer Science | 11. School Nurses |
| 6. Moderate Special Needs and Severe Special Needs | |

Excess specialist teachers who are qualified to fill other positions shall be reviewed, in accordance with Section A2, with teachers in such other positions to determine which teacher is excess.

C. **NOTIFICATION OPTION - STANDARD OF REVIEW**

1. The Superintendent, in the event of a contemplated reduction in force, will meet with the Union to discuss which teachers with professional teacher status he contemplates will be dismissed, hereinafter sometimes called "affected teacher(s)", no later than June 1 of the school year preceding the school year in which the proposed reductions are to take effect. The June I date

provided herein shall only be applicable, however, to the "affected teachers" originally named by the Superintendent. For example, if as a result of discussions by the Union with the Superintendent, the Superintendent were to change the teachers whom he contemplates being dismissed, the June I date would not be applicable.

2. The Union, within five (5) school days of the meeting with the Superintendent, shall advise the Superintendent, in writing, as to whether they agree or disagree with the Superintendent's contemplated "affected teachers" under the standards set forth in Section D of this Article. In the event of disagreement, the specific reasons shall be set forth.

3. The affected teacher/swill be granted the following options:

   a. To elect an unpaid leave of absence status, in lieu of the dismissal, without challenge of the Superintendent's proposed action and implementation thereof. The leave of absence shall be for the length of the teacher's recall rights, infra. Upon expiration of the teacher's recall rights, the teacher shall be considered to have resigned. A resignation, subject to the conditions outlined herein, and in the form attached hereto as Appendix M, shall be filed with the notice of this election.

   b. To elect an unpaid leave of absence status, in lieu of the dismissal, subject to challenge of the Superintendent's proposed action and implementation thereof. The specific reasons for challenge must be filed with this notice of election. The leave of absence provided hereunder shall be subject to the same terms and conditions set forth in Section C3(a) above, except that this leave will be granted, subject to challenge as above outlined.

   c. The exercise of either option C3(a) or C3(b) shall be subject to the affected teacher waiving the teacher's M.G.L. Chapter 32 and M.G.L. Chapter 71 rights. The option must be exercised within ten (10) days following the aforesaid meeting with the Superintendent and must be on the form attached to this Agreement as Appendix M (1) or (2).

4. In the event the affected teacher elects option C3(b) the following rules shall be applicable.

   a. The parties shall attempt to agree upon the selection of an arbitrator. Such arbitrator must be able to hold a hearing within thirty (30) days of the arbitrator's selection and render a decision within thirty (30) days of the hearing. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected under the Voluntary Labor Arbitration rules of the American Arbitration Association. Such arbitrator must also be able to hold hearing and render a decision within the time constraints set forth immediately above.

   b. In the event the Union joins the affected teacher's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the District and the Union with each party bearing the expenses of preparing and presenting its own case. But if the Union does not join in the affected teacher's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the District and the affected teacher with such parties bearing the expense of preparing and presenting its own case. The fact that the Union does not join in the affected teacher's election to proceed under the Article shall not bar the affected teacher from proceeding to arbitration, anything contained in this Agreement to the contrary notwithstanding. The Union shall not have the right to proceed to arbitration alone.

c. The standard of review of the Superintendent's determination of the affected teachers shall be whether the Superintendent was arbitrary or capricious in making his determinations. The arbitrator shall not substitute the arbitrator's judgment for that of the Superintendent. Any dismissal or leave of absence taken under this Article in accordance with seniority shall not be arbitrable.

5. No dismissal of a teacher with professional teacher status because of a reduction in force shall take effect during the teaching work year.

D. **RECALL**

1. A teacher with professional teacher status who elects one of the options provided in Section C3 shall have recall rights, as hereinafter provided, during the two school years following the year in which the Superintendent's notice of intent to dismiss is given.

   Example:

   Notice of Dismissal Given: April 1978

   Recall Rights: During the school year 1978-79 and 1979-80.

   Such rights shall not exist for appointments which may be made prior to the close of the 1979-80 school year but which commence subsequent to the 1979-80 school year.

2. In filling positions which become vacant on other than a temporary basis whenever teachers with professional teacher status have recall rights under this Article, the following rules shall be applicable:

   a. A new teacher shall not be hired for the position where there is a teacher with professional teacher status with recall rights available to fill that position.

   b. Teachers with professional teacher status shall have recall rights only to the Subject Area Classification position from which they were dismissed. For example, a dismissed mathematics teacher shall have recall rights to "mathematics" positions. A dismissed biology teacher shall have recall rights to biology positions but shall not have recall rights to chemistry positions, etc.

   c. In the event two or more teachers with professional teacher status in the same Subject Area Classification have recall rights, the District shall recall in accordance with the rules set forth in Section A1 above.

3. Recall notices shall be sent by email to the dismissed teacher's last known email address, with a copy of such notice being emailed to the Union. The recalled teacher shall have nine (9) calendar days after receipt of the notice to accept the recall, provided, however, that said period may be extended by the District in its discretion. In the event the recalled teacher does not accept the recall, all recall rights shall terminate.

4. The Union shall be furnished a recall list each September, which list shall be updated in the event of a reduction in force dismissal after submission of the September list. If no objection is made in writing by the Union within 30 days of receipt of the yearly list (or subsequent updated list) the

list shall be deemed correct and no dispute with reference thereto shall become the subject matter of a grievance.

5. In the event the Union feels that Section D, Paragraph 2 of this Article has been violated, it must so notify the Superintendent in writing within five (5) days of the date it receives a copy of the notice to the person recalled. If the dispute is not resolved within five (5) days thereafter, the Union may seek arbitration pursuant to the procedure set forth in Section C.4. of this Article. The standard review in arbitration shall be as set forth in Section D.4. of this Article.

6. Anything contained in this Agreement to the contrary notwithstanding, the sole remedy in the event of a violation of Paragraph 2 of Section D, shall be to extend the teacher's recall rights, provided, however, that this Paragraph 6 shall not be applicable in the event of a deliberate failure to give notice to the Union as provided in Paragraph 3 of this Section

   In such case, Paragraph 5 of this Section D shall be applicable upon the Union's knowledge of the recall involved, provided, however, that an arbitrator may not award any monetary remedy.

E. **GENERAL**

1. A teacher with professional teacher status who elects one of the options provided in Section C3 shall be entitled to retain the teacher's group membership in the Town of Marblehead group insurance plans, subject to he terms and conditions thereof, provided (a) they pay 100% of the premium cost, and (b) the applicable carrier(s) does (do) not prohibit such inclusion. The right of continued participation as provided in this paragraph shall continue for the duration of their recall rights.

2. Upon recall, teachers with professional teacher status shall have all of the benefits to which the teacher was entitled prior to termination, including accumulated sick leave and shall be placed one step higher on the salary schedule (unless previously on maximum) than the teacher occupied upon receipt of notice of termination provided the teacher would have advanced to such step had the teacher not been terminated. Seniority shall not accumulate during the period of time a teacher is entitled to recall rights.

3. The District agrees to advise the substitute service utilized by it (or any other system) that teachers with professional teacher status dismissed under this Article shall be given first opportunity to substitute (including long-term substitution) in the Marblehead Public Schools. Neither the District nor the service (or any other party) shall be liable, however, in any case(s) where such first opportunity is not given. Teachers who do not desire to avail themselves of such first opportunity on either a temporary or long-term basis shall so advise the substitute service.

4. A teacher who has completed all the necessary requirements to be licensed in a certain area except that official notice of such licensure has not as yet been received shall, for the purposes of B 2(a)3, B 2(b)3 and B 2(c)3, be treated as licensed in such area, provided, however, that such license must be obtained, in any event, before the date the teaching is scheduled to commence.

## ARTICLE XXXII: COMPLAINT PROCEDURE

Complaints Made to School Committee Members and/or Central or Building Administrators

A. **Procedure**

1. In the event a complaint is made about a teacher to a School Committee member, or Central or Building Administrator, the Complainant will be referred to the appropriate Administrator (Superintendent or Building Administrator).

2. The Administrator to whom the complaint is referred will determine, based on the nature of the complaint and the circumstances, the appropriate method of investigation.

3. The teacher will be advised of the nature of the complaint with reasonable promptness under the circumstances involved provided, however, that in the case of parental complaints involving classroom teaching performance, the nature of the complaint, under normal circumstances, shall be brought to the attention of the teacher within the next four school days following the day in which the investigating administrator is apprised of the details of the complaint by the complainant.

4. A meeting of the teacher and complainant will be suggested and encouraged by the Administrator, if the circumstances warrant. It is recognized that many complaints may have their foundation in misunderstood facts and therefore such a meeting may very well prove to be quite helpful in resolving the matter.

5. The Administrator to whom the complaint is referred shall, upon talking to the complainant, note the date the complaint is received, the complainant's name, and the nature of the complaint. The complainant shall also be advised that the complaint will be brought to the teacher's attention.

B. **Superintendent's Control**

Nothing contained herein shall preclude the Superintendent from exercising administrative control of a "complaint", subject to the terms and conditions of the new Education Reform Act.

C. **Termination of Article**

Either side shall have the right, upon thirty days written notice, but not earlier than August 30, 1999, to terminate the Article. Either side, from and after any such termination, may reopen this Agreement, upon written notice to the other, on the issue of a complaint procedure. During the aforementioned thirty-day notice period, upon written request by either side, the parties shall meet to discuss the termination.

## ARTICLE XXXIII: TIME IN LEARNING

A. The increase in instructional time referred to herein is related to meeting the State time in learning mandates.

B. The Administration has the right to require each teacher to teach up to an additional ten (10) minutes per school day at the elementary level, fifteen (15) minutes per school day at the middle school level and no additional minutes at the high school level beyond the current (as of 9/2/97) contract restrictions of twenty-one (21) teaching hours and the arrival and dismissal time for students. This Article is not intended to restrict in any way the increase in instructional time that falls within the provisions of the current agreement.

C. Any time so required by the Administration to meet time in learning requirements (up to the aforementioned amounts) beyond the current contract restrictions, as aforementioned, shall be within the following parameters: The teacher work day.

D. Each year during the term of this Agreement, the parties shall meet to review the effects of the Time in Learning mandates in Marblehead and to discuss meaningful options to comply with such mandates. Included within such review shall be a review of educationally viable scheduling options which could minimize the utilization of the aforementioned minutes. Subject to the provisions of Sections A, B, C and D of this Article, the final decision shall be that of the Committee and shall not be subject to challenge.

E. Effective 9/1/97: Re-opener, by either side, regarding time in learning issues, if the aforementioned minutes are not "enough". Notice of re-opener may be given on or after 12/1/96.

**ARTICLE XXXIV: This Article intentionally left blank**

**ARTICLE XXXV: DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENT**

A. This Agreement shall be in full force and effect from September 1, 2024 to August 31, 2025 except as otherwise provided. This Agreement may only be extended in writing by mutual agreement of the parties.

B. Negotiations for a successor agreement shall begin no later than December 2024.

C. This Agreement and procedures provided herein may be modified in whole or in part only by mutual agreement of the parties hereto, in which event such modification shall be duly executed in writing by both parties.

D. The signatures below of the representatives of the Union and of the members of the Committee indicate that the parties have duly ratified this Agreement and the appendices attached hereto, said Agreement with appendices to be in effect from September 1, 2024 to August 31, 2025 except as otherwise provided.

**For the Marblehead Education Association:** **For the Marblehead School Committee:**

5/15/25

5/15/25 5/13/25

Name Date Name Date

## APPENDIX A: SALARY SCHEDULES

2023-2024 SCHOOL YEAR
(2% for Entire School Year)

| STEP | LANE / COLUMN | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | B | B9 | B21 | B30 | M | M15 | M30 | M45 | M60 | M75 |
| 1 | $52,157 | $54,079 | $55,998 | $56,958 | $57,919 | $59,124 | $60,170 | $61,374 | $62,423 | $63,755 |
| 2 | $54,549 | $56,525 | $58,505 | $59,492 | $60,482 | $61,683 | $62,859 | $64,062 | $65,138 | $66,472 |
| 3 | $57,083 | $59,164 | $61,247 | $62,286 | $63,327 | $64,528 | $65,592 | $66,809 | $67,858 | $69,191 |
| 4 | $59,517 | $61,709 | $63,899 | $64,993 | $66,087 | $67,291 | $68,354 | $69,556 | $70,616 | $71,949 |
| 5 | $62,010 | $64,293 | $66,578 | $67,720 | $68,862 | $70,065 | $71,125 | $72,332 | $73,391 | $74,724 |
| 6 | $64,528 | $66,884 | $69,241 | $70,417 | $71,595 | $72,798 | $73,846 | $75,063 | $76,122 | $77,456 |
| 7 | $67,262 | $69,608 | $71,950 | $73,125 | $74,299 | $75,501 | $76,565 | $77,782 | $78,831 | $80,163 |
| 8 | $70,533 | $72,790 | $75,044 | $76,172 | $77,298 | $78,502 | $79,578 | $80,783 | $81,832 | $83,164 |
| 9 | $76,518 | $77,998 | $79,482 | $80,062 | $80,642 | $81,844 | $82,893 | $84,098 | $85,156 | $86,489 |
| 10 | $0 | $0 | $0 | $0 | $83,926 | $85,142 | $86,190 | $87,393 | $88,456 | $89,788 |
| 11 | $0 | $0 | $0 | $0 | $90,790 | $92,035 | $93,129 | $94,374 | $95,451 | $96,783 |

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.

| Year | School Year | Increase |
|---|---|---|
| Year 1* | 2024-2025** | Effective November 27, 2024:<br>Add 2.0% to all steps.<br>Add a new Step 12 to all Masters Lanes at 1.5% above Step 11 in the same lane.<br>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 1salary table will go into effect the first work day following ratification of the successor agreement (November 27, 2024).

**Full year salaries as of 9/1/2024:**

Effective Sept. 1, 2024 to Nov. 26, 2024

| | LANE / COLUMN | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| STEP | B | B9 | B21 | B30 | M | M15 | M30 | M45 | M60 | M75 |
| 1 | $52,157 | $54,079 | $55,998 | $56,958 | $57,919 | $59,124 | $60,170 | $61,374 | $62,423 | $63,755 |
| 2 | $54,549 | $56,525 | $58,505 | $59,492 | $60,482 | $61,683 | $62,859 | $64,062 | $65,138 | $66,472 |
| 3 | $57,083 | $59,164 | $61,247 | $62,286 | $63,327 | $64,528 | $65,592 | $66,809 | $67,858 | $69,191 |
| 4 | $59,517 | $61,709 | $63,899 | $64,993 | $66,087 | $67,291 | $68,354 | $69,556 | $70,616 | $71,949 |
| 5 | $62,010 | $64,293 | $66,578 | $67,720 | $68,862 | $70,065 | $71,125 | $72,332 | $73,391 | $74,724 |
| 6 | $64,528 | $66,884 | $69,241 | $70,417 | $71,595 | $72,798 | $73,846 | $75,063 | $76,122 | $77,456 |
| 7 | $67,262 | $69,608 | $71,950 | $73,125 | $74,299 | $75,501 | $76,565 | $77,782 | $78,831 | $80,163 |
| 8 | $70,533 | $72,790 | $75,044 | $76,172 | $77,298 | $78,502 | $79,578 | $80,783 | $81,832 | $83,164 |
| 9 | $76,518 | $77,998 | $79,482 | $80,062 | $80,642 | $81,844 | $82,893 | $84,098 | $85,156 | $86,489 |
| 10 | $0 | $0 | $0 | $0 | $83,926 | $85,142 | $86,190 | $87,393 | $88,456 | $89,788 |
| 11 | $0 | $0 | $0 | $0 | $90,790 | $92,035 | $93,129 | $94,374 | $95,451 | $96,783 |

School nurses are not eligible above M column and are limited to steps 1-9.
No movement is allowed into B9, B21, & B30. *Only grandfathered employees are allowed to be at those rates.*

**Full-year salaries as of 11/27/2024:**

Effective Nov. 27, 2024 - August 31, 2025

| | B | B9 | B21 | B30 | M | M15 | M30 | M45 | M60 | M75 |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | $ 53,200 | $ 55,160 | $ 57,118 | $ 58,097 | | | | | | |
| 2 | $ 55,640 | $ 57,656 | $ 59,675 | $ 60,682 | $ 61,691 | $ 62,917 | $ 64,116 | $ 65,343 | $ 66,441 | $ 67,801 |
| 3 | $ 58,225 | $ 60,347 | $ 62,472 | $ 63,532 | $ 64,593 | $ 65,818 | $ 66,904 | $ 68,145 | $ 69,215 | $ 70,574 |
| 4 | $ 60,707 | $ 62,943 | $ 65,177 | $ 66,293 | $ 67,409 | $ 68,636 | $ 69,721 | $ 70,948 | $ 72,028 | $ 73,388 |
| 5 | $ 63,250 | $ 65,579 | $ 67,910 | $ 69,075 | $ 70,239 | $ 71,466 | $ 72,548 | $ 73,778 | $ 74,859 | $ 76,218 |
| 6 | $ 65,818 | $ 68,222 | $ 70,626 | $ 71,825 | $ 73,027 | $ 74,254 | $ 75,323 | $ 76,564 | $ 77,645 | $ 79,005 |
| 7 | $ 68,607 | $ 71,000 | $ 73,389 | $ 74,588 | $ 75,785 | $ 77,011 | $ 78,096 | $ 79,337 | $ 80,407 | $ 81,766 |
| 8 | $ 71,943 | $ 74,246 | $ 76,545 | $ 77,695 | $ 78,844 | $ 80,072 | $ 81,169 | $ 82,399 | $ 83,469 | $ 84,827 |
| 9 | $ 78,048 | $ 79,558 | $ 81,072 | $ 81,664 | $ 82,255 | $ 83,480 | $ 84,551 | $ 85,780 | $ 86,859 | $ 88,218 |
| 10 | $ - | $ - | $ - | $ - | $ 85,605 | $ 86,845 | $ 87,914 | $ 89,141 | $ 90,225 | $ 91,584 |
| 11 | $ - | $ - | $ - | $ - | $ 92,606 | $ 93,876 | $ 94,992 | $ 96,261 | $ 97,360 | $ 98,719 |
| 12 | $ - | $ - | $ - | $ - | $ 93,995 | $ 95,284 | $ 96,417 | $ 97,705 | $ 98,820 | $ 100,200 |

School nurses are not eligible above M column and are limited to steps 1-9.
No movement is allowed into B9, B21, & B30. *Only grandfathered employees are allowed to be at those rates.*

## APPENDIX B: COACHING STIPENDS

Beginning on the first day of the 2023-2024 school year, coaching stipend schedules will follow the Unit A COLA. The Unit A COLA will be applied to all coaching stipend schedules with each successive contract moving forward.

### MARBLEHEAD COACHES AGREEMENT

**I. Length of Agreement 9/1/2024 – 8/31/2025**

### II. CATEGORIZED COACHING POSITIONS

| Categorized Breakdown | | | | |
|---|---|---|---|---|
| 1 | Football | | | |
| 2 | Basketball | Hockey | | |
| 3 | Baseball | Field Hockey | Lacrosse | Soccer |
| | Spring Track | Softball | Volleyball | Winter Track |
| | Wrestling | | | |
| 4 | Cross Country | Gymnastics | Swimming | |
| 5 | Cheer | Golf | Sailing | Ski |
| | Tennis | | | |
| 6 | All MS Sports | | | |

### III. STIPEND SCHEDULES

**9/1/2024-11/26/2024**

**Coach Stipends**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| Category | Position | 1 | 2 | 3 | 4 | 5 |
| 1 | Head | $7946 | $8161 | $8374 | $8585 | $8807 |
| | Varsity Assistant | $3476 | $3689 | $3903 | $4116 | $4329 |
| | Freshman | $2910 | $3122 | $3334 | $3548 | $3762 |
| 2 | Head | $4823 | $5038 | $5251 | $5463 | $5685 |
| | JV | $2909 | $3122 | $3334 | $3548 | $3762 |
| | Freshman | $2769 | $2980 | $3193 | $3406 | $3618 |
| | Assistants | $2200 | $2413 | $2627 | $2838 | $3050 |
| 3 | Head | $4329 | $4541 | $4753 | $4968 | $5179 |
| | JV | $2627 | $2838 | $3050 | $3263 | $3476 |
| | Freshman | $2483 | $2697 | $2909 | $3122 | $3334 |
| | Assistants | $2058 | $2271 | $2483 | $2697 | $2909 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 4 | Head | $3618 | $3831 | $4044 | $4258 | $4471 |
| | JV | $2673 | $2697 | $2909 | $3122 | $3334 |
| 5 | Head | $2769 | $2980 | $3193 | $3406 | $3618 |
| | Assistants | $1917 | $2128 | $2341 | $2554 | $2769 |
| 6 | MS | $2200 | $2413 | $2627 | $2838 | $3050 |

**11/27/2024 – 8/31/2025**
**Coach Stipends**
[Stipends were increased on 11/27/2024 by 2% based on Unit A COLA]

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| Category | Position | 1 | 2 | 3 | 4 | 5 |
| 1 | Head | $8,105 | $8,324 | $8,541 | $8,757 | $8,983 |
| | Varsity Assistant | $3,546 | $3,763 | $3,981 | $4,198 | $4,416 |
| | Freshman | $2,968 | $3,184 | $3,401 | $3,619 | $3,837 |
| 2 | Head | $4,919 | $5,139 | $5,356 | $5,572 | $5,799 |
| | JV | $2,967 | $3,184 | $3,401 | $3,619 | $3,837 |
| | Freshman | $2,824 | $3,040 | $3,257 | $3,474 | $3,690 |
| | Assistants | $2,244 | $2,461 | $2,680 | $2,895 | $3,111 |
| 3 | Head | $4,416 | $4,632 | $4,848 | $5,067 | $5,283 |
| | JV | $2,680 | $2,895 | $3,111 | $3,328 | $3,546 |
| | Freshman | $2,533 | $2,751 | $2,967 | $3,184 | $3,401 |
| | Assistants | $2,099 | $2,316 | $2,533 | $2,751 | $2,967 |
| 4 | Head | $3,690 | $3,908 | $4,125 | $4,343 | $4,560 |
| | JV | $2,726 | $2,751 | $2,967 | $3,184 | $3,401 |
| 5 | Head | $2,824 | $3,040 | $3,257 | $3,474 | $3,690 |
| | Assistants | $1,955 | $2,171 | $2,388 | $2,605 | $2,824 |
| 6 | MS | $2,244 | $2,461 | $2,680 | $2,895 | $3,111 |

**OTHER**

1. Newly appointed coaches will be placed by the Superintendent at the minimum step of the applicable stipend schedule. The Superintendent reserves the right, however, to place the individual at a rate above the minimum step based on previous experience.
2. Any decrease in expenditures resulting from a change in coaching personnel shall not be added to the monies agreed to be spent (paragraph I) by the Committee.
3. Monies spent by the Committee on new coaching positions and/or programs shall not be deducted from the monies agreed to be spent under paragraph I.
4. The individual salaries to be in two (2) payments. Payment one - 50% of the contract salary halfway through the sport season and the remaining 50% at the conclusion of that sport season.
5. If not rehired, a coach at the coach's request shall be entitled to the reasons in writing for not being rehired, with a copy of said reasons given to the Union and to the Committee at the request of the coach.
6. The Committee and the Union agree to the following procedure regarding advancement on the Coaches' stipend schedule:
   Horizontal movement on the salary schedule is based primarily on the individual's satisfactory performance on one's basic professional responsibility of coaching during the school year prior to the year in which the increment is due. Each coach will be evaluated at the end of the coach's season. All evaluations are to be submitted to the coach by June.
7. Complaints regarding coaches will be subject to Article XXXII of the Unit A contract.
8. Intramural Rate: $20/hour; effective November 26, 2024 the intramural rate shall be $21.22/hour.

## APPENDIX C: EXTRACURRICULAR STIPENDS

Beginning on the first day of the 2023-2024 school year, extracurricular stipend schedules will follow the Unit A COLA. The unit A COLA will be applied to all extracurricular stipend schedules with each successive contract moving forward.

### I. MARBLEHEAD EXTRACURRICULAR STIPENDS

Length of Agreement: 9/1/2024 - 8/31/2025

### II. CATEGORIZED EXTRACURRICULAR POSITIONS AND STIPEND SCHEDULE

It is understood that the categorized extracurricular positions do not necessarily exist for all clubs or all schools.

**Effective 9/1/2024- 11/26/2024**

| **Stipends: Club Advisors and Mentors** | | | | |
|---|---|---|---|---|
| | | Steps | | |
| Category | Position | 1 | 2 | 3 |
| 1 | **HS:** Teacher Leader (9); Musical; Drama Director; Music Director; Advance Placement Coordinator; Yearbook (1.5). **Lead Nurse.** **MVMS:** Teacher Leader (5); PAC Tech Director. **Village** Teacher Leader (8). **Brown** Teacher Leader (2). **Glover** Teacher Leader (2). | $4,705 | $4,984 | $5,982 |
| | **Half year payment** | $2,353 | $2,492 | $2,991 |
| 2 | **HS**: Interact Club; Marching Band; Peer Mentor; Senior Class Advisor; Dramafest Director; Team Harmony; A Cappella (2.0). **MVMS:** Academic Enrichment Coordinator; Yearbook. **Village:** Yearbook; STEAM Club; Intramural Sports Coordinator. | $3,032 | $3,259 | $3,870 |
| | **Half year payment** | $1,516 | $1,630 | $1,935 |
| 3 | **HS:** Jefferson Forum; Math Team; Newspaper/Headlight Club; Robotics Team; Science Team, Musical: Tech Advisor, Theater Tech Director (2.0). **MVMS:** Math Team (2.0). | $2,003 | $2,196 | $2,610 |
| | **Half year payment** | $1,002 | $1,098 | $1,305 |
| 4 | **HS:** Engineering Club; Junior Class Advisor; Student Government; Drama Club; Best Buddies Club; Contours; Dance Troupe Advisor (2.0); DECA; Freshman Advisor; Gay/Straight Alliance; Live Green Recycle Club.\; Mock Trial; National Honor Society; Sophomore Class Advisor; Tri-M; Marching Band Asst. Director; National Art Honor Society. | $1,589 | $1,724 | $2,046 |

| | | | | |
|---|---|---|---|---|
| | **MVMS:** Art Club; Cornerstones (2.0); Engineering Club; Gay/Straight Alliance; Global Awareness Club; Musical Director (2.0), Ovations; Ultimate Frisbee; Chess Club; Select Chorus; Jazz Band.<br>**Village:** Reading Survival; Design Squad (2.0); Learn to Type; Reading Club; Math Team/iTeam; Musical Director (2.0); Musical Tech Director; Community Leaders; Jazz Band. | | | |
| | **Half year payment** | $795 | $862 | $1,023 |

**Effective 11/27/2024 - 8/31/2025**
**[Stipends were increased by 2% on 11/27/2024 by 2% based on Unit A COLA]**

| **Stipends: Club Advisors and Mentors** | | | | |
|---|---|---|---|---|
| | | Steps | | |
| Category | Position | 1 | 2 | 3 |
| 1 | **HS:** Teacher Leader (9); Musical;Drama Director; Music Director; Advance Placement Coordinator; Yearbook (1.5).<br>**Lead Nurse.**<br>**MVMS:** Teacher Leader (5); PAC Tech Director. **Village** Teacher Leader (8).<br>**Brown** Teacher Leader (2).<br>**Glover** Teacher Leader (2). | $4,799 | $5,084 | $6,102 |
| | **Half year payment** | $2,400 | $2,542 | $3,051 |
| 2 | **HS**: Interact Club; Marching Band; Peer Mentor; Senior Class Advisor; Dramafest Director; Team Harmony; A Cappella (2.0).<br>**MVMS:** Academic Enrichment Coordinator; Yearbook.<br>**Village:** Yearbook; STEAM Club; Intramural Sports Coordinator. | $3,093 | $3,324 | $3,947 |
| | **Half year payment** | $1,547 | $1,662 | $1,974 |
| 3 | **HS:** Jefferson Forum; Math Team; Newspaper/Headlight Club; Robotics Team; Science Team, Musical: Tech Advisor, Theater Tech Director (2.0).<br>**MVMS:** Math Team (2.0). | $2,043 | $2,240 | $2,662 |
| | **Half year payment** | $1,022 | $1,120 | $1,331 |
| 4 | **HS:** Engineering Club; Junior Class Advisor; Student Government; Drama Club; Best Buddies Club; Contours; Dance Troupe Advisor (2.0); DECA; Freshman Advisor; Gay/Straight Alliance; Live Green Recycle | $1,621 | $1,758 | $2,087 |

| | | | | |
|---|---|---|---|---|
| | Club.\; Mock Trial; National Honor Society; Sophomore Class Advisor; Tri-M; Marching Band Asst. Director; National Art Honor Society.<br>**MVMS:** Art Club; Cornerstones (2.0); Engineering Club; Gay/Straight Alliance; Global Awareness Club; Musical Director (2.0), Ovations; Ultimate Frisbee; Chess Club; Select Chorus; Jazz Band.<br>**Village:** Reading Survival; Design Squad (2.0); Learn to Type; Reading Club; Math Team/iTeam; Musical Director (2.0); Musical Tech Director; Community Leaders; Jazz Band. | | | |
| | **Half year payment** | $811 | $879 | $1,044 |

**OTHER**

All extracurricular positions are to be posted annually. The principals of the buildings will be responsible for yearly evaluations and roles of these personnel. The principals will make recommendations to the Superintendent for appointments each year.

## APPENDIX D

(PLEASE REFER TO APPROVED CALENDAR ON DISTRICT WEBSITE)

## APPENDIX E: GUIDANCE COUNSELORS

A. The work day for guidance counselors is the same as that for teachers (see Article VIII, Teaching Hours and Teaching Load).

B. Any guidance counselor working evenings individually or in small groups on a schedule basis is allowed compensatory time from the work day as defined in Article VIII at times agreed upon with the guidance counselor's supervisor.

C.

1. Guidance counselors, school adjustment counselors and SPED chairpersons may be required by the Superintendent to work up to an additional 10 days beyond the regular teacher work year. If guidance counselors, school adjustment counselors and SPED chairpersons are so required, the extra days so required (up to 10) shall be scheduled within the five (5) days immediately preceding the teachers' work year(see Article VII) and/or the five (5) days immediately following the teacher work year, unless otherwise mutually agreed upon by the Superintendent and the individual(s) involved. Counselors, school adjustment counselors and SPED chairpersons shall be compensated 1/184th of their regular pay for any such additional days they are required to work beyond the regular teacher work year (see Article VII). The Superintendent will notify guidance counselors, school adjustment counselors and SPED chairpersons in writing, on or before June 1 as to whether the Superintendent will require them to work beyond the then current school year and prior to the next school year. The rate of pay for the five days before the school year (if required to work) shall be at the rate in effect on the first day of the school year.
2. The Superintendent, upon written request of the Union, shall meet with the Union, each year, prior to April 1 to discuss the Superintendent's plans under C.1.

## APPENDIX F-1: SCHOOL PSYCHOLOGISTS

A. The work day for school psychologists is the same as that for teachers (See Article VIII, Teaching Hours and Teaching Load).
B. The work year for school psychologists currently employed is the regular teacher work year as defined in Article VII (Teacher Work Year) plus an additional 10 days mutually agreed upon and approved by the Superintendent.
C. Compensation for school psychologists currently employed by the Committee shall be based on appropriate placement on the salary schedule, plus a $4,400 differential. School psychologists employed subsequent to September 1, 1975 shall be placed appropriately on the salary schedule only.

## 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.

## APPENDIX G: EDUCATIONAL ENHANCEMENT STEPS

Effective September 1, 2015, with the exception of the grandfathered employees described below, Appendix G shall be eliminated for all employees. The following employees shall be grandfathered and shall continue to receive Appendix G benefits subject to the requirements in Appendix G. Each employee who was receiving benefits in Appendix G during the 2014-2015 work year or who applied for such benefit on or before April 1, 2015 and who completes and submits the requirements for such benefit as of August 31, 2015 shall be grandfathered at the employee's Level in Appendix G. After all of the grandfathered employees have ceased receiving Appendix G benefits, Appendix G shall be removed from the collective bargaining agreement.

(Grandfathered Employees for Appendix G: There are a total of nine (9) employees receiving Appendix G benefits in the 2014-2015 work year who shall be grandfathered and there is one (1) employee with a pending application for benefits in the 2014-2015 work year who, if she completes and submits the requirements for Appendix G benefits on or before August 31, 2015, will also be grandfathered. Therefore, depending upon whether the employee with the pending application completes and submits the requirements on or before August 31, 2015, there will be a total of nine or ten grandfathered employees for Appendix G benefits.)

A teacher with the following years of continuous service in the Marblehead Public Schools shall be eligible for the following Educational Enhancement Step payments, subject to the terms and conditions hereinafter provided:

| Step | Years of Continuous Service | Amount |
|---|---|---|
| A. | Level 1 | 15 or more years +$675.00 |
| B. | Level 2 | 20 or more years +$675.00 |
| C. | Level 3 | 25 or more years +$675.00 |
| D. | Level 4 | 30 or more years +$675.00 |

The aforementioned amounts are cumulative, subject to the terms and conditions hereinafter provided:

1. Course Requirements

   A.

   (1) Applicable to teachers who have not completed fifteen (15) or more years of continuous service as of 9/1/93. The teacher, to be eligible for placement at step one, must complete twelve (12) hours of new course credit (from and after 9/1/93) after fulfilling the fifteen (15) years of continuous service requirement. Advancement from Level 1 to Level 2 will require twelve additional hours of course credit, advancement from Level 2 to Level 3 will similarly require twelve additional hours of course credit, and advancement from Level 3 to Level 4 will also require twelve additional hours of course credit. The additional course credits must be obtained, in each case, after meeting the applicable (twenty, twenty-five, and thirty, as the case may be) years of continuous service requirement.

   (2) Applicable only to teachers who have completed fifteen or more years of continuous service as of 9/1/93. The teacher, to be eligible for placement at step one, must complete nine (9) hours of new course credit (from and after 9/1/93). Advancement from Level I to Level 2 will require nine additional hours of course credit, advancement from Level 2 to Level 3 will similarly require nine additional hours of course credit, and advancement from Level 3 to Level 4 will also require nine additional hours of course credit. The additional course credits must be obtained, in each case, after meeting the applicable (twenty, twenty-five, and thirty, as the case may be) years of continuous service requirement.

   B. The courses, including the institution at which they are taken, must be approved in advance by the Superintendent of Schools. (denial, not challengeable)

C. In the event the courses proposed by the teacher are not approved by the Superintendent, the Superintendent will provide a list of approved courses.
D. The courses must be related to the teacher's assignment or be related to teaching methods.
E. The courses cannot be duplicative.
F. A grade of B or better must be achieved.
G. The Committee/Superintendent reserve the right to offer courses for "credit" hereunder rather than "outside" courses.
H. Qualifying year: 9/1 - 8/31
I. Courses for which credit is sought must have commenced on or after 9/1/93

2. Column Status
The teacher to be eligible for educational enhancement step placement must have achieved at least B+21 column status prior to placement at Step 1.
3. Sequential Movement Through Steps
A. Teachers must complete the eligibility requirements of each step in order to advance to the next step.
B. Teachers must occupy each Step Level for at least three years, except as hereinafter provided in Section 3D, before becoming eligible (subject to fulfillment of other conditions) for the next level.
C. No teacher shall be placed on Step 1 prior to 9/1/94.
D. Teachers with the following years of continuous service as of 9/1/93 must occupy each step level for at least the following years:

Time Required in Each Step

| Years of Continuous Service as of 9/1/93 | Time Required (years) in Each Step |
|---|---|
| (1) 30 or more years of continuous service | 2, 2, 1 each level |
| (2) 25 or more years of continuous service | 2, 2, 2 each level |
| (3) 20 or more years of continuous service | 3, 2, 2, each level |

4. Amount of Payment - Accumulation
Assume a teacher with 15 years of continuous service as of 9/1/93. If the teacher were to fulfill the requirements of each step and move through each level, the teacher would receive the following:
Level 1: $675
Level 2: $1350 ($675 + $675)
Level 3: $2025 ($675 + $675+ $675)
Level 4: $2,700 ($675+ $675+ $675+ $675)
5. Definition
The rules set forth in the document entitled "School committee/Unit A Article XXXI Guidelines for Administration of the Contract" shall be utilized in interpreting the word "continuous" as used in this Article.
6. Payments Educational Enhancement Step payments shall be paid, to those eligible, in accordance with Article XII, Section C.
7. Eligibility Date
Eligibility for payment shall be measured as of 8/31 of each year (similar to horizontal movement).

## APPENDIX H: CLASS CHARACTERISTICS FORM

## MARBLEHEAD PUBLIC SCHOOLS

Teacher Observation Date

School Grade/Subject

1. Number of students usually in the class to be observed:

2. Time of Day:

3. Nature of the class, e.g., Advanced Placement Biology (seniors), heterogeneous sixth grade social studies; pull out group of all third graders in the school in need of reinforcement in basic computational skills:

4. Number of students in the class under I.E.P.'s:

5. Any situations or circumstances which the teacher feels may be potentially (or were) distracting from the typical nature of the class, e.g., day after Halloween:

6. Any other information the teacher would like to bring to the attention of the observer:

(Name of Teacher)

## APPENDIX I: DRUG-FREE WORKPLACE POLICY (GBEC)

The School District will provide a drug-free workplace and certifies that it will:

1. Notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, is prohibited in the District's workplace, and specify the actions that will be taken against employees for violation of such prohibitions.

2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free workplace; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for drug abuse violations occurring in the workplace.

3. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the statement as required.

4. Notify the employee in the required statement that as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

5. Notify the federal agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.

6. Take one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted; take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.

7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

LEGAL REFS.: The Drug-Free Workplace Act of 1988
CROSS REFS.: IHAMB, Teaching about Alcohol, Tobacco and Drugs
JICH, Alcohol, Tobacco and Drug Use by Students Prohibited

### ACKNOWLEDGMENT OF RECEIPT

To the Employee:

This acknowledgment must be completed, signed, and returned to your immediate supervisor.

I, , an employee of the Marblehead Public Schools, hereby certify that I have received a copy of the Drug-Free Workplace Policy - Standards adopted by the Marblehead School Committee.

(Signature) (Date)

## APPENDIX J: PERFORMANCE PAY

1. The School Committee has the right to establish, each year, an amount of money for performance pay purposes. The School Committee will advise the Union as to the amount of money, if any, it so establishes within 30 days of the approval of its budget by Town Meeting. The School Committee will also advise the Union at such time, if money is so established, the amount allocated under 6A and the amount under 6B.
2. Amount: Up to 1 1/2% of Unit A payroll.
3. Implementation: Not earlier than 1996-97 school year.
4. Lump Sum: Off base payments for 1 year only. The teacher has the right to reapply, however.
5. Voluntary: Teacher to be eligible must apply by:
   A. If IA notification is made on or before 5/20: by 6/30
   B. If IA notification is made after 5/20: by 9/30
6. Criteria - Standards of Eligibility:
   A. Performance (Evaluations)
      1. There will be an overall ranking (in addition to individual criteria ranking) in connection with current forms.
      2. The teacher must obtain an overall ranking of "excellent".
   B. Performance (Project Type)
      1. There will be an overall ranking (in addition to individual criteria ranking) in connection with current forms.
      2. The teacher must obtain an overall ranking of "excellent" or "exceeds expectations". In the event the teacher is in an "off evaluation year", the Superintendent may waive this requirement and utilize the teacher's prior year's evaluation.
      3. The teachers must perform the "project" in a "successful" manner.
      4. Procedure:
         a. Application to principal
         b. Approval by principals
            Goals
            Specifics
            Criteria
         c. Approval by Superintendent
7. In the event the teacher fails to meet the criteria:
   A. Appeal to the Superintendent
   B. Appeal to the School Committee
   C. Not arbitrable
8. Distribution of Monies Allocated by the School Committee:
   A. Maximum amount per teacher: $1,000.
   B. Cannot exceed total money allocation
   C. Available monies divided by successful applicants, but not in excess of cap (on performance pay).
   D. Details regarding project pay (to be worked out)
      Example (Performance Pay)
      Assume $60,000 Allocated (total cap)
      Assume $1,000 Cap per teacher
      If 60 teachers were to apply and be successful: Each would get $1,000
      If 120 teachers were to apply and be successful: Each would get $500
9. Forms
   In the event the Committee were to establish performance pay, application forms, in the form attached hereto as Appendix J1 and J2, shall be utilized by the teacher seeking such performance pay.

## APPENDIX J-1: APPLICATION FOR 6A PERFORMANCE PAY

Pursuant to Appendix J of the Unit A Collective Bargaining Agreement, I _____ hereby apply for Section 6A performance (evaluation) pay,

_____ _____

Date Signature of Teacher

To be completed by the teacher's evaluator:

[Name]_____achieved/did not achieve an overall performance ranking of "excellent" for the 20____- 20____ school year.

_____

Signature of Evaluator

This form must be submitted to the teacher's evaluator, with a copy to the Superintendent, on or before June 30 if the School Committee advised the Union on or before May 20 that performance pay money has been established, or on or before September 30 if the School Committee advises the Union after May 20 that performance pay money has been established.

## APPENDIX J-2: APPLICATION FOR 6B PERFORMANCE PAY

Pursuant to Appendix J of the Unit A collective bargaining agreement, I _____ hereby apply for Section 6B performance (project) pay.

**I. Description of Project**

A. Specifics
B. Goals
C. Other

_____ _____
Date Signature of Teacher

**II. To be Filled in by the Teacher's Principal**

Approved (Description of Project):

Disapproved:

_____ _____
Date Signature of Principal

**III. To be Filled in by the Superintendent:**

Approved (Description of Project):

Disapproved:

_____ _____
Date Signature of Superintendent

**IV. End of Year Evaluation of Project by the Teacher's Principal**

[Name]_____ has/has not performed the performance pay project in a successful manner.

_____ _____
Date Signature of Principal

**V. Evaluation of the Teacher**

[Name]_____ did/did not achieve an overall ranking of "Excellent" or "Exceeds Expectations."

_____ _____
Date Signature of Principal

This form must be submitted to the teacher's evaluator, with a copy to the Superintendent, on or before June 30 if the School Committee advised the Union on or before May 20 that performance pay money has been established, or on or before September 30 if the School Committee advises the Union after May 20 that performance pay money has been established.

## APPENDIX K[1]
## EDUCATOR EVALUATION

### 1. Purpose of Educator Evaluation

This contract language is locally negotiated and based on M.G.L., c.71, $ 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will apply.

The regulatory purposes of evaluation are:

i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, ;

ii. To provide a record of facts and assessments for personnel decisions;

### 2. Definitions (* indicates definition is generally based on 603 CMR 35.02)

***Artifacts of Professional Practice:** Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

**Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example: school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

**Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

**Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations as defined in 11A and 11B and artifacts of professional practice, including unannounced observations of practice and additional evidence relevant to one or more Standards of Effective Teaching Practice.

***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. These measures shall be locally bargained by the parties to the extent required by law.

***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

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[1] School nurses shall be evaluated using the MSNO School Nurses Resource Document to Support Implementation of SIS Rubrics published on the DESE (DOE) website.

**Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator after consultation with the Superintendent, for an Educator with PTS in a new assignment which requires a change in license or a change of building to which the educator is assigned. The educator shall be evaluated at least annually.

**Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

- For educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two school years.

- A one-school-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary and whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

**Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated **needs improvement.** There shall be a summative evaluation at the end of the period determined by the plan and if the educator does not receive a proficient rating he or she shall be rated unsatisfactory and shall be placed on an improvement plan.

**Improvement Plan** shall mean a plan developed by the Evaluator with Educator input, if timely volunteered by the Educator, for a period of 45 calendar days and no more than one school year for Educators with PTS who are rated **unsatisfactory** with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include recommendations for activities during the summer preceding the next school year.

***DESE:** The Massachusetts Department of Elementary and Secondary Education.

***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

***Evaluator:** Any non-Unit A person designated by the superintendent who has primary or supervising responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Evaluator at any one time responsible for determining performance ratings. The principal of each building in which the educator serves must review and sign the evaluation.

**Primary Evaluator** shall be the person who determines the Educator's performance rating and evaluation.

**Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or the primary Evaluator's designee.

**Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the evaluator will be.

**Notification:** The Educator shall be notified in writing of the Educator's Evaluator at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

**Evaluation Cycle:** A five-component process that all Educators follow consisting of I) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

***Experienced Educator:** An educator with Professional Teacher Status (PTS).

***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self• Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of educators, departments, or other groups of Educators who have the same role. Team goals can be developed by grade level or subject area teams.

***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.

**Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance expected by July 2012. These measures shall be locally bargained by the parties to the extent required by law.

***Observation;** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration not less than 5 minutes by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

**Parties:** The Union and the Committee are the parties to this agreement.

***Performance Rating:** Describes the Educator's performance on each performance standard, and the overall evaluation. There shall be four performance ratings:

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

Proficient: the Educator's performance fully and consistently meets the requirements of a standard, or the overall evaluation. Proficient practice is understood to be fully satisfactory.

Needs Improvement: the Educator's performance on a standard or the overall evaluation is below the requirements of a standard or the overall evaluation but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Educator's performance on a standard or the overall evaluation has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or the overall evaluation and is considered inadequate, or both.

***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, $ 38 and consistent with, and supplemental to 603 CMR 35.00.

***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, $ 41.

**Rating of Educator Impact on Student Learning:** A rating of high, moderate or low impact based on trends and patterns on state assessments and district-determined measures. The parties will negotiate, to the extent required by law, the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement.

**Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

Standard 1: Curriculum, Planning and Assessment
Standard 2: Teaching All Students
Standard 3: Family and Community Engagement
Standard 4: Professional Culture
Attainment of Professional Practice Goal(s)
Attainment of Student Learning Goal(s)

***Rubric:** In rating educators on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, rubrics must be used. The rubrics for Standards and Indicators of Effective Teaching Practice are a scoring tool used to judge the educator's practice at the four levels of performance. The rubrics consist of:

- Standards and Indicators of Effective Teaching Practice: Defined in 603.CMR 35.03. These standards and indicators are used in the rubrics incorporated into this evaluation system.

- Descriptors: define the individual elements of each of the indicators under the standards.

**Self-Assessment:** The evaluation cycle shall include the following self-assessment:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility;
(b) An assessment of practice against each of the four Performance Standards of effective practice using the rubrics;
(c) Proposed goals to pursue:
    (1) At least one goal directly related to improving the Educator's own professional practice;
    (2) At least one goal directly related to improving student learning.

The educator shall provide such information, in the form of self-assessment, by October 1 (except for the first year of implementation of this Agreement, when the deadline is November I) to the evaluator at the point of goal setting and plan development.

***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, an educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the educator's overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts general laws.

***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

***Trends in student learning:** At least two years of data from the district-determined measures bargained to the extent required by law, and from state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

**3. Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Educator:

A. Multiple measures of student learning, growth, and achievement, which shall include:

- Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

- Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the WIDA ACCESS assessment. (WIDA-World-Class Instructional Design and Assessment. ACCESS-Assessing Comprehension and Communication in English State-to-State for English Language Learners).

- Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

- For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement shall be determined by the district and bargained to the extent required by law. The measures shall be based on the Educator's role and responsibility.

B. Observations and artifacts of practice including:

- Unannounced observations of practice of any duration not less than 5 minutes

- Announced observations of practice

- Examination of Educator work products

- Examination of student work products

C. Evidence relevant to one or more Performance Standards, including but not limited to:

- Evidence compiled and presented by the Educator, including :

  - Evidence of fulfillment of professional responsibilities and growth such as self• assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

  - Evidence of active outreach to and engagement with families;

- Evidence of progress toward professional practice goal(s)

- Evidence of progress toward student learning outcomes goal(s)

D. Student feedback collected by the district, starting in the 2013-14 school year in accordance with DESE protocols. To the extent required by law, the parties agree to bargain, to the extent required by law, the protocols for collecting and analyzing student feedback.

**4. Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. Those rubrics are attached to this agreement.

**5. Evaluation Cycle: Training**

Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by DESE. By October 15 of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the October I5 date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months

of the date of hire. The MEA may make recommendations to the superintendent/designee of learning activities and, after consultation between the superintendent/designee and the MBA President, the superintendent shall determine the learning activities.

**6. Evaluation Cycle: Annual Orientation**

At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

A. Provide an overview of the evaluation process, including goal setting and the educator plans.

B. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

C. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded and no one objects.

D. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.

**7. Evaluation Cycle: Self-Assessment**

**A. Completing the Self-Assessment**

The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October lor within four weeks of the start of the Educator's employment at the school except that during the first year this agreement is implemented, it shall be completed by October 15.

i. The self-assessment includes:

- An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
- An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
- Proposed goals to pursue:
    - At least one goal directly related to improving the Educator's own professional practice.
    - At least one goal directed related to improving student learning.

**B. Proposing the Goals**

Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

- For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1 (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

- Unless the Evaluator indicates that an Educator in the Educator's second or third year of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.

- For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

- For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

**8. Evaluation Cycle: Goal Setting and Development of the Educator Plan**

A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning, The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.

B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after DESE issues guidance on this matter. See #22, below.
Evaluators and Educators shall consider team goals. The evaluator retains authority over goals to be included in an educator's plan.

C. Educator Plan Development Meetings shall be conducted as follows:

- Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

- For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15 or within six weeks of the start of their assignment in that school

- The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

- For educators with PTS with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals

that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.

- Unless the evaluator indicates that educators in their third year of practice should continue to address induction and mentoring goals, the educator may propose team goals.

D. The Evaluator completes the Educator Plan by November I. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

**9. Evaluation Cycle: Observation of Practice and Examination of Artifacts -- Educators without PTS**

In the first three years of practice or first year in a new position requiring a change in license and a different building assignment:

- The Educator shall have at least three announced observations during the school year using the protocol described in section 11B, below.
- The Educator shall have at least two unannounced observations during the school year.
- The Evaluator may schedule additional announced observations and may do additional unannounced observations.
- The Educator may request additional announced and/or unannounced observations.

**10. Evaluation Cycle: Observation of Practice and Examination of Artifacts- Educators with PTS**

A. The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle. Any Educator will receive an announced observation upon request.

B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations. Any Educator will receive an announced observation upon request.

C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one school year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no less than one announced and two unannounced observations.

**11. Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 1.
The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A. Unannounced Observations: All unannounced observations shall be conducted according to the following:

- Unannounced observations may be of any duration of not less than 5 minutes
- The Educator will be provided with a brief written feedback from the Evaluator within 3-5 school days of the observation, providing the Evaluator and Educator are both in school during that time period, using the unannounced observation form attached herein. The written feedback shall be delivered to the Educator in person or placed in the educator's mailbox.
- Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one observation of at least 30 minutes in duration within 20 school days. The educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).

B. Announced Observations

All non-PTS Educators in their first year in the school, PTS educators on Improvement Plans, and other Educators at the discretion of the Evaluator shall have at least one announced observation(s) conducted according to the following:

- The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be at least thirty minutes in duration.
- Within 5 school days of the scheduled observation, the Evaluator and Educator will meet for a pre-observation conference.
- The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- Within 5 school days of the observation, the Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
    - Describe the basis for the Evaluator's judgment.
    - Describe actions the Educator should take to improve the Educator's performance.
    - Identify support and/or resources the Educator may use in the Educator's improvement.
    - State that the Educator is responsible for addressing the need for improvement.

- Within 5 school days of receipt of the written feedback, the Evaluator and Educator shall meet for a post• observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

Teachers who question the validity of an observation report are entitled to another observation by a different evaluator chosen by the Superintendent. Such request must be made, in writing, within five (5) school days after the teacher's receipt of the final observation report.

**12. Evaluation Cycle: Formative Assessment**

A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and the overall rating, or both.

No less than two weeks before the due date for the Formative Assessment report-the due date shall be according to the attached calendar- the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, or to the Educator's school mailbox or home.

The Educator may reply in writing to the Formative Assessment report within *5* school days of receiving the report. The Educator's reply shall be attached to the report.

The Educator shall sign the Formative Assessment report by within *5* school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

## 13. Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15 of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

The Formative Evaluation report provides written feedback and ratings to the Educator about the Educator's progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and the overall rating, or both.

No later than May I, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards,

The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or in the teacher's school mailbox.

Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Evaluation Report.

The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. The Educator's reply shall be attached to the report,

The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion, The signature does not indicate agreement or disagreement with its contents.

As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

## 14. Evaluation Cycle: Summative Evaluation

The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15.

The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

The evaluator shall determine the summative rating that the Educator receives. For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.

The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

No later than April I5, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face or to the
Educator's school mailbox or home, no later than May 15.

The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1.

The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10.

Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

The Educator shall sign the final Summative Evaluation report by June 15. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

**15. Educator Plans -- General**

Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

The Educator Plan shall include, but is not limited to:

- At least one goal related to improvement of practice tied to one or more Performance Standards;
- At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

- An outline of actions the Educator must take to attain the goals that include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

**16. Educator Plans: Developing Educator Plan**

The Developing Educator Plan is for all Educators without PTS and, at the discretion of the Evaluator, Educators with PTS in new assignments which require a change in license or a change in building to which the Educator is assigned.

The Educator shall be evaluated at least annually.

**17. Educator Plans: Self-Directed Growth Plan**

A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. In year 1 a formative evaluation report is completed by May I5, and in year 2 a summative evaluation report is completed by May 15.

A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-20 14 whose impact on student learning is low.

In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

**18. Educator Plans: Directed Growth Plan**

A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15.

For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

**19. Educator Plans: Improvement Plan**

An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 calendar days and no more than one school year. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the Peer Support Team (see 19, subsection B), the resources, and professional development outlined in the Improvement Plan.

The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

The Improvement Plan process shall include:

- Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

- The Educator may request that a representative of the Union attend the meeting(s).

- If the Educator consents, the Union will be informed that an Educator has been placed on an Improvement Plan.

A. The Improvement Plan shall:

- Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;

- Describe the activities and work products the Educator must complete as a means of improving performance;

- Describe the assistance that the district will make available to the Educator;

- Articulate the measurable outcomes that will be accepted as evidence of improvement;

- Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

- Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator;

- Include the signatures of the Educator and Supervising Evaluator.

A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

B. Decision on the Educator's status at the conclusion of the Improvement Plan:

All determinations below must be made no later than June I. One of three decisions must be made at the conclusion of the Improvement Plan:

- If the Evaluator determines that the Educator has improved the Educator's practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

- If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

- If the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed; or if the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed

**20. Timelines (Dates in italics are provided as guidance)**

| **Activity:** | **Completed By:** |
|---|---|
| Superintendent, principal or designee meets with evaluators and educators to explain evaluation process | *September 15* |
| Evaluator meets with first-year educators to assist in self-assessment and goal setting process<br>Educator submits self-assessment and proposed goals | October 1 |
| Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year) | October 15 |
| Evaluator completes Educator Plans | November 1 |
| Evaluator should complete first observation of each Educator | November 15 |
| Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)<br>*or four weeks before Formative Assessment Report date established by Evaluator | *January 5** |
| Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans | *February 1* |
| Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator | *February 15* |
| Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)<br>*or 4 weeks prior to Summative Evaluation Report date established by evaluator | *April 15** |
| Evaluator completes and delivers Summative Evaluation Report | May 15 |
| Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory | June 1 |
| Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator | June 10 |
| Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt | June 15 |

**Educators with PTS on Two Year Plans**

| Activity: | Completed By: |
|---|---|
| Evaluator completes unannounced observation(s) | Any time during the 2-year evaluation cycle |
| Evaluator completes Formative Evaluation Report | *June 1 of Year 1* |
| Evaluator conducts Formative Evaluation Meeting, if any | *June 1 of Year 1* |
| Evaluator completes and delivers Summative Evaluation Report | May 15 of Year 2 |
| Evaluator conducts Summative Evaluation Meeting, if any | June 10 of Year 2 |
| Evaluator and Educator sign Summative Evaluation Report | June 15 of Year 2 |

**Educators on Plans of Less than One Year**

The timeline for educators on Plans of less than one year will be established in the Educator Plan.

**21. Rating Impact on Student Learning Growth**

DESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter to the extent required by law, provided that educators will not be assessed using student data until the measures are identified and data is available for two (2) years.

**22. Using Student Feedback in Educator Evaluation**

DESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain to the extent required by law with respect to this matter.

**23. Using Staff Feedback in Educator Evaluation**

DESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain to the extent required by law with respect to this matter.

**24. Transition from Existing Evaluation System**

The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

**25. General Provisions**

A. Only Educators who are licensed may serve as evaluators of Educators.

B. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

C. The superintendent shall insure that Evaluators are appropriately licensed and have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. The Educator may request the inclusion of a Union representative at such a meeting,

E. The parties agree this agreement will be considered a pilot program for the 2012-13, 2013-14 and 2014-15 school years. Further the parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations to. the extent required by law. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification to the extent required by law. Notwithstanding the previous sentence, the President of the MEA and the Superintendent of Schools may agree to modify any of the dates and/or time periods in Appendix K by written agreement without the need for ratification.

F. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

G. Nothing in this Article diminishes an employee's rights under Massachusetts General Laws, Chapter 71.

**26. Rubrics and Forms**

Evaluators shall use the Guide to Rubrics and Model Rubrics for teachers published by the Massachusetts Department of Elementary & Secondary Education. Evaluators and educators shall use the model forms published by the Department of Elementary & Secondary Education.

## APPENDIX L-1: FORM OF LETTER TO SUPERINTENDENT
*FROM TEACHER ELECTING OPTION C3(a)*

(Date)
Superintendent of Schools
9 Widger Road
Marblehead, MA 01945

Dear Dr. ( ):

I have received notice that it is your intent to dismiss me from the employ of the Marblehead Public Schools effective _____. Please be advised that I hereby elect, pursuant to Article XXXI C3(a) of the Collective Bargaining Agreement between the Marblehead School Committee and the Marblehead Education Association, to be put on unpaid leave of absence status for the period set forth in said Article XXXI C3.

Please be further advised that in consideration of the granting of said leave of absence and the benefits provided in said Article XXXI, I hereby waive whatever rights I may have under MGL Chapter 32, Section 16 and MGL Chapter 71, Sections 42.

I do not challenge the Superintendent's dismissal under the grievance and arbitration provisions of the Collective Bargaining Agreement. As noted above, I have elected a leave of absence pursuant to Article XXXI C3(a).

Please consider this my letter of resignation effective at the end of my recall period. This resignation is subject to my being recalled pursuant to Article XXXI, Section D.

Very truly yours,
(signature)

## APPENDIX L-2: FORM OF LETTER TO SUPERINTENDENT FROM TEACHER ELECTING OPTION C3(b)

(Date)

Superintendent of Schools
9 Widger Road
Marblehead, MA O 1945

Dear Dr. :

I have received notice that it is your intent to dismiss me from the employ of the Marblehead Public Schools effective _____. Please be advised that I hereby elect, pursuant to Article XXXI C3(b) of the Collective Bargaining Agreement between the Marblehead School Committee and the Marblehead Education Association, to be put on unpaid leave of absence status for the period set forth in said Article XXXI C3.

Please be further advised that in consideration of the granting of said leave of absence and the benefits provided in said Article XXI, I hereby waive whatever rights I may have under MGL Chapter 32, Section 16 and MGL Chapter 71, Sections 42.

I do not waive my right to challenge the Superintendent's decision under the grievance and arbitration provisions of the Collective Bargaining Agreement. As noted above, I have elected a leave of absence pursuant to Article XXXI C3(b). In this respect, pursuant to Article XXXI C3(b), the specific reasons for my challenge are as follows:

Please consider this my letter of resignation effective upon the end of my recall period. This resignation is subject to my being recalled pursuant to Article **XXXI,** Section D.

Very truly yours,
(signature)

## APPENDIX M : 403B LIMITED MATCHING CONTRIBUTION

(Effective September 1, 2015 - August 31, 2018 School Years)

**Basic Concepts**

| | |
|---|---|
| I. Eligibility: | Only applicable to PTS teachers |
| 2. Amount: | The Committee agrees to make a matching contribution, dollar for dollar, in the following amount to appropriate 403B accounts for each PTS teacher making the appropriate contribution:<br>Effective September 1, 2016 Up to $300.00<br>Effective September 1, 2017 Up to $325.00<br>Effective September 1, 2018 Up to $425.00 |
| 3. Accounts: | The employee will designate one account from the available investment vehicles for the Committee's matching contribution. |
| 4. Implementation: | Subject to compliance with all state and federal laws and regulations. |
| 5. Administrative: | (Time of payment, selection procedure, etc.) Parties to work out. |
| 6. Other: | (Additional eligibility rules) (If teacher is out on Leave of Absence, etc.) Parties to work out. |

## APPENDIX N: PROFESSIONAL DEVELOPMENT & PERSONAL ACHIEVEMENT FORM

*Marblehead Public Schools*
9 Widger Road, Marblehead, MA 01945

**Professional Development & Personal Achievement Form**

Teacher Name Date

School Grade/Subject

Principal/Supervisor/Evaluator

**I. Professional Development**

**II. II. Personal Achievements**

**III. III. Other**

Signature of teacher _____

## APPENDIX O: TEACHER MENTORS AND MENTOR COORDINATOR

- *Beginning on the first day of the 2023-2024 school year, mentors and the mentor coordinator stipend schedules will follow the Unit A COLA.*
- *The Unit A COLA will be applied to all mentors and the mentor coordinator stipend schedules with each successive contract moving forward.*

1. MENTORING

Teachers are required to participate in the district's induction program during their first and second years of employment.

A Teacher Mentor ("Mentor") is an educator who has at least three full years of experience under an Initial or Professional license and who has been trained to assist beginning educators in the same professional role with his/her professional responsibilities and general school/District procedures. A teacher mentor is a teacher who is a highly skilled practitioner, committed to promoting excellence in the teaching profession and who is a trusted professional willing and committed to take personal and professional action to support the development of a colleague(s) through a commitment to the goals of the district mentoring program.

2. MENTOR ASSIGNMENT

a. Mentor positions will be posted. When possible, mentors should be matched with a first year teacher based on assignment (grade level and/or content). Principals will hire and remove mentors.

b. Mentors will be teachers who have professional status.

c. Mentors will receive 15 professional development points each work year the teacher works as a mentor as provided in the DESE recertification guidelines.

d. Mentors may meet as District cohort, as a building-based group, or individually with beginning educators as needed to fulfill the 15-hour requirement.

e. Mentors will attend a new teacher orientation and a training session with the Mentor Coordinator.

f. Mentors will also attend one of the sessions with the mentees during the induction program to be determined by the Mentor Coordinator.

g. Mentors will provide a schedule for group mentoring with the support team. Report on a regular basis attendance and meeting notes. (Complete a mentoring log aligning to the program requirements.)

h. Mentors will conduct learning walks/observations of their mentees or vice versa in accordance with the then current DESE guidelines (2015 Guidelines for Induction and Mentoring Programs).

3. MENTOR STIPEND

The stipend for mentoring will be paid twice per year, approximately half way through the work year and in June after the mentoring log(s) is/are submitted. No mentor will have more than a total of three mentees but not more than two Beginning Educators (i.e. 2 beginning educators and 1 incoming educator; or 1 beginning educator and 2 incoming educators; or 3 incoming educators).

A "Beginning Educator" refers to an individual entering into teaching with a Preliminary or Initial license.

An "Incoming Educator" refers to an individual who has experience in teaching but is new to the Marblehead Public Schools or new to his/her role in the Marblehead Public Schools and has completed a mentoring program in another public school district in Massachusetts.

Each mentor shall receive the following stipend for the work year:

Effective 9/1/2024

| Step | Stipend | Year |
|---|---|---|
| 1 | $1,589 | First year as a mentor |
| 2 | $1,724 | Second year as a mentor |
| 3 | $2,045 | Third year as a mentor |

Effective 11/27/2024

| Step | Stipend | Year |
|---|---|---|
| 1 | $1,621 | First year as a mentor |
| 2 | $1,758 | Second year as a mentor |
| 3 | $2,086 | Third year as a mentor |

Stipends are prorated for work of less than a full work year.

4. MENTOR COORDINATOR

A Mentor Coordinator is an educator who has at least three full years of experience under an Initial or Professional license and who has been trained as a Mentor and Mentor Coordinator. A Mentor Coordinator leads Mentors in assisting beginning teachers with his/her professional responsibilities and general school/District procedures. A Mentor Coordinator is an educational leader who is a highly skilled practitioner, committed to promoting excellence in the teaching profession and who is a trusted professional willing and committed to take personal and professional action to support the development of colleagues through a commitment to the goals of the district mentoring program.

5. MENTOR COORDINATOR ASSIGNMENT
   a) The Mentor Coordinator position will be posted. The Superintendent/Assistant Superintendent will hire and remove the Mentor Coordinator.

   b) The Mentor Coordinator will be a teacher with professional status.

   c) The Mentor Coordinator will be an experienced trained Mentor.

   d) The Mentor Coordinator will receive 15 professional development points each work year the teacher works as a Mentor Coordinator as provided in the DESE recertification guidelines.

   e) The Mentor Coordinator will plan for and attend meetings for Mentors and Mentees as a District cohort, as a building-based group, or individually as needed to fulfill the 15- hour requirement.

f) The Mentor Coordinator will use the summer and other non-school year time periods to prepare New Teacher Training and Curriculum Planning and New Teacher Orientation with colleagues, and to prepare and/or update a Mentor Handbook.

g) The Mentor Coordinator will provide training sessions for Mentors and will plan for and attend the district New Teacher Orientation Program.

h) The Mentor Coordinator will plan for and attend one Mentor session with each mentee during the induction program.

i) The Mentor Coordinator will provide a schedule for group mentoring with the support team, will monitor reports on a regular basis for attendance and meeting notes, and will monitor the completion of all mentoring log aligning to the program requirements.

j) The Mentor Coordinator will participate in Mentor learning walks/observations of their mentees or vice versa in accordance with DESE guidelines (2015 Guidelines for Induction and Mentoring Programs).

k) The Mentor Coordinator will be responsible for providing and/or overseeing the program for induction of teachers with professional licenses new to the District.

6. MENTOR COORDINATOR STIPEND

The stipend for the Mentor Coordinator will be paid twice per year, approximately half way through the work year and in June after the Coordinator has completed the work of the mentor coordinator. Stipend payment(s) are prorated for work of less than the full year.

Effective 9/1/2024

| Step | Stipend | Year |
|---|---|---|
| 1 | $4,706 | First year as a Mentor Coordinator |
| 2 | $4,984 | Second year as a Mentor Coordinator |
| 3 | $5,982 | Third year as a Mentor Coordinator |

Effective 11/27/2024

| Step | Stipend | Year |
|---|---|---|
| 1 | $4,800 | First year as a Mentor Coordinator |
| 2 | $5,084 | Second year as a Mentor Coordinator |
| 3 | $6,102 | Third year as a Mentor Coordinator |

## 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 [November 26, 2024] 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.