## MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Marshfield School Committee (hereinafter "the Committee"), acting subject to the ratification of this Memorandum of Agreement (hereinafter "the Agreement"), by the School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Marshfield Education Association (Tutor Unit) ("the Association"), acting subject to ratification of this Agreement by the membership of the Association, to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for the successor collective bargaining agreement that will be in effect for the three-year period from July 1, 2023 through June 30, 2026.

- 1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from July 1, 2020 to June 30, 2023 shall, except as modified by the terms of this Memorandum, be extended for a three-year period from July 1, 2023 through June 30, 2026.
- All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the terms of the successor Agreement unless otherwise provided for in this document.
- 3. Unless otherwise specified herein, all modifications of non-economic working conditions will take effect as of the effective date of this Agreement. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require the modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.

- 4. Article VI, Section 6.2. Delete the existing language and replace it with the following language: "Effective at the beginning of the school year, employees will be paid in twenty-six (26) equal installments during the school year beginning the second pay period of the school year. Employees will be paid every second week after their first paycheck."
- 5. Article VI, Section 6.7. (New section). Add the following new language: "When a bargaining unit member moves from one job classification to another, the member will be placed on the step that is closest to the member's current rate of pay, provided that it is not lower than the member's current rate of pay."
- 6. Article VII, Section 7.7. Add the following language at the end of this section:

  "Effective July 1, 2023, in addition to the existing paid holidays, should Juneteenth be observed within the official school year, all bargaining unit members, except those in Category II (Title I tutors), shall be eligible for Juneteenth as a paid holiday. Effective July 1, 2024, in addition to the existing paid holidays, all bargaining unit members (except Title I tutors) shall be eligible for Christmas as a paid holiday. Effective July 1, 2025, in addition to the existing paid holidays, all bargaining unit members (except Title I tutors) shall be eligible for Veteran's Day and New Year's Day as paid holidays."
- 7. Article VII, Section 7.7. Add the following new language at the end of this section: "In the event that a tutor is out on an unpaid leave of absence, the tutor shall not be paid for any holiday during the period of their unpaid leave."
- 8. Article X, Section 10.10.2(b). Change "20 days" to "15 days".

- 9. Article XI, Section 11.1. Amend this section to read as follows: "Up to five (5) working days at any one time (3 of which will be with pay) commencing with, and to be used within ten (10) working days immediately following, the date of death of a member of the immediate family (father, mother, grandparent, brother, sister, husband, wife, child, ward, father-in-law, mother-in-law, brother-in-law, or sister-in-law. In the event of the death of an aunt, uncle, or first cousin, the bargaining unit member shall be eligible for one (1) day with pay per contract year in total. In the event of death of other relatives, leaves will be handled at the discretion of the Superintendent, or his/her designee."
- 10. Article XI, Section 11.3. Amend the last sentence in this section to read as follows: "**Two** (2) annual personal days may be taken without the employee submitting a reason, however, the employee must submit the request at least five (5) school days in advance of the day requested on the agreed-upon form."
- 11. Article XV, Section 15.4. Delete the existing language in this section and replace with the following language: "Service in one (1) classification will count toward seniority in another classification unless an employee transfers voluntarily or as a result of disciplinary action. This shall not, however, prohibit the District from involuntarily transferring an employee if the District determines that it is in the best interests of the District."
- 12. Article XIX, Section 19.1. Delete the words "Plymouth County Education Association" from this section.
- 13. Article XXI. Revise Section a to read as follows: "Members of the bargaining unit, with the advance approval of the Superintendent of Schools, will be reimbursed up to fifty percent (50%) of the cost of courses taken to improve their skills in their

- assignment, not to exceed Five Hundred Dollars (\$500.00) per member per contract year."
- 14. Article XXI. Revise the total dollar amount in Section c to \$5,000.00.
- 15. Appendix A. Increase the hourly wage rates as follows:
  - FY '24 (July 1, 2023 through June 30, 2024). Effective July 1, 2023, increase each step by two and one-half percent (2.5%).
  - FY '25 (July 1, 2024 through June 30, 2025). Effective July 1, 2024, increase each step by two and one-half percent (2.5%).
  - FY '26 (July 1, 2025 through June 30, 2026). Effective July 1, 2025, increase each step by three percent (3%).
- 16. Appendix A, Wage Schedule. Add the following new language at the end of the wage schedule: "All full-time, elementary-level multi-sensory tutors will be required to remain at work after student dismissal and be compensated at their appropriate hourly rate for the full seven (7) hour workday on elementary early-release days not dedicated to professional development. During those days, the full-time, elementary-level multi-sensory tutors will work on lesson planning and will use time effectively to collaborate with classroom teachers with whom they work. In addition, time may also be used for working on Individualized Education Plans (IEPs) and reports that may be needed for team meetings."

Marshfield Education Association Tutor Unit	Marshfield School Committee
Date	Date