Memorandum of Agreement

between the Medfield School Committee

and the Medfield Teachers Association

Revised June 16th, 2022

The Negotiation Team of the Medfield School Committee and the Negotiation Team of the Medfield Teachers Association (Unit B), both acting subject to ratification of this Memorandum of Agreement by their full memberships, to whom both Negotiation Teams agree to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for a successor collective bargaining agreement which will be in effect from September 1, 2022 to August 31st, 2025.

All terms and provisions of the predecessor Agreement which expired on August 31st, 2022 shall, except to the extent modified by this Memorandum, be carried over into the successor agreements. All references to dates in the successor agreements shall be changed to reflect the term of the successor agreements unless otherwise provided for in this Memorandum.

The agreements below modify or clarify the Collective Bargaining Agreement between the Association and the Committee. New or clarifying language is indicated in **bold** type. Deleted language is indicated in ~~strikethrough~~ type.

Unless otherwise specified in this Memorandum, all modifications will take effect as of the effective date of the successor agreements.

1. ARTICLE IV(E): COMPENSATION: Credit for Extra Coursework

   Eliminate Columns I & III

   1. ~~Any members of the bargaining unit in Column I or in Column III who complete one of the following: a district-approved online behavior management class, earn a teachers license, nurses license, BCBA certification, or a Registered Behavior Technician cetlification, shall move one column to the right within the salary grid~~.

      Beginning September 1, 2022, all new bargaining unit members who do not hold a teacher's license, nurses license, BCBA certification, or a Registered Behavior Technician certification, must complete a district-approved online behavior management class within one (1) calendar year from their date of hire.

   2. ~~All members of the bargaining unit who have already been placed into Column II or into Column IV of the salary grid, but who have not yet attained one of the~~

~~certifications listed above, will need to complete one of the certifications by August 31, 2020.~~ **All members of the bargaining unit who, as of the close of the 2021-2022 school year, remain(ed) in Column I or Column III of the previous wage scale(s) and who have not yet attained one of the certifications listed above, will need to complete one of the certifications by August 31, 2023.** ~~to maintain their status in Column II or in Column IV, respectively. If they do not complete one of the listed certifications by August 31, 2020, they shall be moved back to Column I or to Column III, respectively.~~

3. All bargaining unit members ~~who already have the certifications listed above in #1~~ shall be placed into Columns ~~H~~ I and ~~IV~~ II-respectively, depending upon the job classification.

2. ARTICLE IV(G): COMPENSATION

Effective September 1, 202~~0~~**2**, members of the bargaining unit, who have served at least the following years as a teaching assistant in the Medfield Public Schools shall be eligible for the following longevity payment:

~~10 years — $ 400.00~~
~~11-15 years — $ 600.00~~
~~16+ years — $1,000.00~~

10+ years of service = $600
15+ years of service = $800
20+ years of service = $1200
25+ years of service = $1500

3. NEW SECTION: ARTICLE IV(I): HOLIDAYS

All employees covered by this Agreement shall be paid for each of the following holidays:

A) Beginning in SY 2022-2023: Thanksgiving Day & Christmas Day
B) Beginning in SY 2023-2024: New Year's Day & Columbus Day
C) Beginning in SY 2024-2025: Veteran's Day & Memorial Day

Holiday pay will be calculated by dividing by five (5) the typical number of hours per week that the ESP is regularly scheduled to work.

4. NEW ARTICLE: JOB DESCRIPTIONS

The Association recognizes the right of the Superintendent to develop job descriptions. Job descriptions may not be in conflict with the express terms of this agreement. Copies of job descriptions shall be maintained in a file in the

A. If it becomes necessary to reduce the number of employees covered by this Agreement, the Committee shall attempt to accomplish said reduction by attrition.

B. When the School Committee determines that full or partial staff reductions are necessary, it shall retain those employees with the greatest seniority in the Medfield School System so long as all other factors are substantially equal. Other factors to be considered include training, experience, the needs of a particular student, and considerations related to a particular assignment. A system-wide seniority list shall be established within each job classification.

C. For the purpose of this Article, job classifications shall include:

Teaching Assistant
Behavior Technician

In the case of a dispute, the comparison shall be between the affected education support professional and the most junior education support professional in the job classification. In case of a dispute as to the School Committee's decision, a standard of reasonableness shall apply.

D. Seniority (length of service): Seniority shall be defined as an employee's length of uninterrupted service in years, months, and calendars in Medfield Public Schools. leaves of absence shall not be considered breaks in service. In cases of identical initial date of employment, seniority shall be determined by the drawing of lots by such employees.

E. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association on September 1 of each year.

F. Bargaining unit members on an involuntary "RIF leave of absence" shall be given preference for filling the full or part-time positions from the job classification from which they were laid off. In addition, bargaining unit members on an involuntary "RIF leave of absence" shall be considered for recall to other full or part-time positions for which they are qualified for up to one (1) calendar year from the date of the involuntary "RIF leave of absence". In filling vacancies from among those bargaining unit members on recall, the criteria used shall be the same as the criteria used for the purpose of layoff in Paragraph B of this Article. In the case of a partial reduction, which is later restored to full time, a vacancy shall exist and shall be filled in accordance with the criteria in Paragraph B.

G. It shall be the responsibility of the bargaining unit member on an involuntary "RIF leave of absence" to keep the Superintendent's Office informed of their current address. Failure to accept a full-time position in writing within fourteen (14)

Superintendent's office and shall be available for review. The Association shall be provided a reasonable opportunity to provide input on any new job descriptions or revisions to existing job descriptions before implementation of such new or revised job descriptions. Qualifications set forth for a particular position shall not be changed without reasonable advanced noticed to the Association.

A joint committee of administrators and bargaining unit members shall meet during the 2022-2023 school year to consider, study, and formulate new or revised job descriptions for each employee covered by this Agreement. Said joint committee shall forward its suggested job to descriptions to the Superintendent and the Association by May 1, 2023. If either the Superintendent or the Association disagrees with any element of the committee's recommendations, the parties shall bargain the final job descriptions.

5. (APPENDIX A): WAGE SCALES

Increase all Wage Scales by two percent (2%) effective at the start of the 2022-23 work year and by one-half percent (.5%) on Day 91 of the 2022-2023 school year.

Increase all Wage Scales by two percent (2%) with an additional three-quarters of a percent (.75%) on Teacher Assistant (TA) top step(s) effective at the start of the 2023-24 work year.

Increase all Wage Scale by two percent (2%) with and an additional three-quarters of a percent (.75%) on Teaching Assistant (TA) top step(s) effective at the start of the 2024-25 work year.

6. ARTICLE IV (F): COMPENSATION: COVERAGE PAY

Coverage Pay: Any teaching assistant who serves as a substitute for a teacher shall be paid ~~$40.00 extra for a full day of service and $25.00 extra for a half day of service~~ **eight dollars ($8.00) per hour** in addition to their regular compensation. **If a bargaining unit member serves as a substitute for less than one (1) hour, but more than one-half (1/2) hour, the pay shall be prorated. It shall be the member's responsibility to log hours worked pursuant to this section via a shared Google document on the District's Google Suite platform. Members shall be compensated in the following pay period according to the normal District's payroll processes.**

7. NEW ARTICLE: REDUCTION IN FORCE

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position, the Committee will make a good faith effort to assign the eligible member to the available position most comparable to that position from which the member was laid off. The bargaining unit member will be consulted with respect to his/her opinion of which available position is the most comparable position prior to his/her assignment.

8. ARTICLE X: WORK DAY

C. *The Work Year of Teaching Assistants/***Behavior Technicians**

...

5. Once per month, bargaining unit members may be expected to meet with their building principal for up to one (1) hour before/after their normal workday for the purposes of professional development, staff meetings, and/or consults. The principal shall notify members at least one (1) week in advance of the time and date of such meeting and an agenda shall be provided upon notification. Bargaining unit members will be compensated at their normal hourly rate for such a meeting.

WHEREFORE, intending to be bound, the parties have executed this agreement this 26 **day of June, 2022,**

FOR THE COMMITTEE

Jessica Tailby

FOR THE ASSOCIATION

Erin K. Watson