MEMORANDUM OF AGREEMENT

This Agreement ("Agreement") is entered into by, between, and among the Marblehead Public Schools ("District" or "Employer") and the Marblehead Education Association ("Union") collectively referred to as the "Parties".

WHEREAS, the District and Union are parties to a collective bargaining agreement ("CBA") effective September 1, 2025, to August 31, 2028, governing the terms and conditions of employment;

WHEREAS, the parties have met and discussed the compensation and placement of Instructional Assistants (IAs) on the hourly pay schedule and the parties have come to an agreement with respect to these items amending the CBA.

NOW THEREFORE, the Parties, for good and valuable consideration, agree as follows:

1. The parties agree to amend Article 6, Compensation, Sections A and B, as follows:

A. Hourly Pay Schedule

Effective Date	Step A	Step B ~~(After 1 full school year of service as a Tutor/Instructional Assistant in the MPS)~~	Step C ~~(After 2 full school years of service as a Tutor/Instructional Assistant in the MPS)~~	Step D ~~(After 3 full school year of service as a Tutor/Instructional Assistant in the MPS)~~	Step E ~~(After 1 full school year of service as a Tutor/Instructional Assistant in the MPS)~~
September 1, 2025	$26.18	$27.70	$29.22	$30.75	n/a
September 1, 2026	$26.70	$28.25	$29.80	$31.36	$31.67
September 1, 2027	$27.37	$28.96	$30.55	$32.14	$32.46

~~Effective September 1, 2025, Special Education Instructional Assistants assigned to a sub-separate program who have a DESE license in moderate disabilities and/or severe disabilities shall receive a differential of one dollar ($1.00) per hour.~~

Effective September 1, 2026, Special Education Instructional Assistants assigned to a sub-separate program as a certified Registered Behavior Technician (RBT) shall receive a differential of one dollar ($1.00) per hour.

Salary Schedule for Occupational Therapist Assistants, Physical Therapy Assistants, and Certified Nurse Assistants for the 2025-2026, 2026-2027, and 2027-2028 school years:

Step	Associate's Degree	Bachelor's Degree
1	$40,000.00	$45,000.00
2	$42,000.00	$47,250.00
3	$44,100.00	$49,612.50
4	$46,305.00	$52,093.13
5	$48,620.25	$54,697.78
6	$51,051.26	$57,432.67
7	$53,603.83	$60,304.30

B. **For purposes of placement on the salary schedule, the Superintendent may place new employees on the salary schedule based upon documented work experience. The Superintendent's exercise of this discretion may not be subject to challenge.**

~~For the purpose of placement on the salary schedule, the Superintendent may at the Superintendent's discretion, place new employees no higher than the second step on the salary schedule based upon documented work-related experience. The Superintendent's exercise of this discretion may not be subject to challenge.~~

[Sections C-H to remain unchanged]

2. The Parties agree to add the following to Article 5:

The Employer agrees to continue its current practice with regard to subcontracting the work of Registered Behavior Technicians. The Employer shall post for hire and make every effort to fill vacant positions with a permanent employee. Whenever the Employer deems it necessary to subcontract this work, it shall notify the Union of its decision and make every effort to initiate a permanent hire. The Employer shall repost the position within ninety (90) days of the initial placement of a contracted employee and continue to do so within ninety (90) days of each subsequent posting until a permanent hire is made.

3. General Provisions

a. Severability. If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity or enforceability of the remaining terms and provisions shall not be affected.

b. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. This Agreement does not modify or supersede any provision or term of the CBA beyond those explicitly set forth herein. All other existing conditions, rules, and benefits outlined in the CBA remain unchanged and continue to be in effect.

c. Governing Law: This Agreement shall be interpreted, enforced, governed, and construed by, under, and in accordance with the laws of the Commonwealth of Massachusetts.

d. Modification, Termination, or Waiver. This Agreement may only be amended or modified by a written instrument. The failure of any party at any time to require the performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same.

For the Marblehead School Committee,

By: _____

Date: 11/19/26

For the Marblehead Education Association,

By: _____

By: _____

Date: 11/23/26