

## 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 Marshfield Education Association – Assistant Principals (hereinafter “the Association”), acting subject to the 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 of the contract negotiations 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 **September 1, 2022 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**.
2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.
3. 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 III, Section 3.7. Change “Board of Conciliation and Arbitration” to “Department of Labor Relations”.

5. Article X, Section 10.1. Amend the first sentence by deleting the words “bulletin board” and amending to read as follows: “will be adequately publicized by the Superintendent by means of an email sent as far in advance as possible.” In the second sentence, change “certified mail” to “email”. In the fifth sentence, change “15 days” to “10 days”. In the sixth sentence, change the language about mailing notice to emailing notice.
6. Article XII, Section 12.4. In the sixth sentence, change “13.11” to “12.4”.
7. Article XIV, Section 14.3. Delete this section.
8. Article XVI, Section 16.4. Delete the existing language and replace with the following language: “If an assistant principal is sued while acting within the scope of their official duties or employment, the District will provide legal counsel through the Town’s insurance policy and consistent with state law. Any assistant principal who wishes to hire their own lawyer shall be responsible for paying their lawyer’s legal fees and costs.”
9. Article XIX, Section 19.1(a). Delete the words “and/or Agency Fees”.
10. Effective **July 1, 2023**, add an Ed.S degree to the CAGS/MM lane.
11. Article VII. Create Section 7.1 and insert the existing language into this section. Add the following language at the end of this section: “Members cannot work days on their own to count towards their annual work year total unless the days have been specifically agreed upon by the principal or the superintendent.” Effective July 1, **2023**, change the work year to July 1 through June 30.  
  
Create a new Section 7.2, which shall read as follows: “Unit B members shall work one hundred ninety nine (199) days at the elementary level and two hundred fifteen (215) days at the secondary level (middle and high school), consisting of the Teachers’ contract year with an additional seventeen (17) days at the elementary level which will be

scheduled by the principal after consultation with the assistant principal. At the secondary level, Unit B members shall work the Teachers' contract year and an additional thirty-three (33) days, which will be scheduled by the principal after consultation with the assistant principal.”

12. Article XIII, Section 13.2(a). Delete the last sentence in this section requiring that a reason be provided for using a third personal day.
13. Article XXI, Section 21.13. (New section). Add the following new language:
 

“In addition to those children who as a matter of law are entitled to enroll in the Marshfield Public Schools, the children of personnel who are employed in the Marshfield Public Schools, but do not reside in the Town of Marshfield, in positions that require a certificate issued by the Massachusetts Department of Education, may be enrolled provided that the Superintendent determines that there is space available and that the student involved meets all of the eligibility requirements that apply to students who reside in Marshfield. Enrollment applies only to those programs and services that are provided within the Marshfield Public Schools.

If Marshfield determines that a student has needs that cannot be met within existing programs in Marshfield, the parent or guardian of the student involved must seek those services from the community in which the child resides. Fiscal and programmatic responsibility for out-of-district placements will be determined pursuant to relevant state and federal laws. This benefit is available only so long as the student's parent or legal guardian is employed in the Marshfield Public Schools. Students who are enrolled pursuant to this language are subject to all rules and regulations that apply to other students in the Marshfield Public Schools. The siblings of children who have been

enrolled pursuant to this policy will be given preference over other non-resident applicants for enrollment on a space-available basis. In the event that the employee involved leaves employment at any time other than at the end of a school year, the student(s) enrolled pursuant to this language will be allowed to complete the school year.”

14. Appendix A-1 and A-2. The salary schedules shall be adjusted based on the below schedule:

**July 1, 2023** – All steps and lanes shall be increased by three percent (3%).

**July 1, 2024** – All steps and lanes shall be increased by three percent (3%).

**July 1, 2025** – All steps and lanes shall be increased by three percent (3%). After the application of the three percent increase to each step and lane, create a new Step 13, which shall be two percent (2%) higher than Step 12.

15. Article XXIV – Longevity (New article). Relabel the Duration article as Article XXV. Insert the following language into the new Article XXIV:

Bargaining unit members shall be eligible for longevity for service as an assistant principal and for total years of service in the district in the following amounts based on the years in each category:

For service as an Assistant Principal:

1. 5 years’ service = \$500.00
2. 8 years’ service = \$1,000.00
3. 11 years’ service = \$1,500.00

For all service in the District:

1. 15 years’ service = \$900.00
2. 20 years’ service = \$1,400.00
3. 25 years’ service = \$2,300.00

Members receive longevity for BOTH years of service as an Assistant Principal and total years of service in the District.

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Marshfield Education Association

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Date

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Marshfield School Committee

\_\_\_\_\_  
Date