

## **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, Educational Support Personnel (hereinafter 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, 2025 through June 30, 2028.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from July 1, 2022 to June 30, 2025 shall, except as modified by the terms of this Memorandum, be extended for a three-year period from July 1, 2025 through June 30, 2028.
2. 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 economic and non-economic working conditions will take effect as of the ratification 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. Correct all misnumbered articles, paragraphs, subparagraphs, page numbers, and references to same in the full blended FY26-FY28 master agreement. For example, delete “Article X(1)(c)” from Article XII, Section 12.2(d)(1) and insert in its place, “Article XII.” Additionally, replace all instances of male pronouns referring to the Superintendent with gender-inclusive pronouns. For example, in Article XII, Section 12.2(d), change “his” to “his/her.”
5. Article VII, Section 7.5. Add the word “paid” as follows:

### **ARTICLE VII** **WORK YEAR AND WORKDAY**

- 7.5. Employees shall have a fifteen (15) minute *paid* coffee break during the workday to be determined by the employee's immediate supervisor.
6. Article XII, Section 12.2. Delete "Plymouth County Education Association" as follows:

**ARTICLE XII**  
**TEMPORARY LEAVES OF ABSENCE**

- 12.2. One (1) member of the bargaining unit shall be granted up to two (2) days each year to attend the Massachusetts Teachers Association *and/or* National Education Association ~~and/or Plymouth County Education~~ conferences and conventions.
7. Article XVIII, Section 18.1. Delete "Plymouth County Education Association" as follows:

**ARTICLE XVIII**  
**PAYROLL DEDUCTIONS**

- 18.1. The Committee hereby accepts the provisions of Section 17C of Chapter 180 and Chapter 149, Section 178B of the General Laws of Massachusetts, and in accordance therewith, shall certify to the Treasurer of the Town of Marshfield all payroll deductions for payment of employee dues (Marshfield Education Association, Massachusetts Teachers Association, National Education Association, ~~and Plymouth County Education Association~~), and tax sheltered annuities duly authorized by employees covered by this Agreement.
8. Article XIX. Rename Article XIX from "Staff Development" to "Professional Development".
9. Article VIII, Section 8.3. Delete "and seniority" from Section 8.3 as follows:

**Article VIII**  
**VACANCIES**

- Section 8.3. Subunit ESP members may apply to transfer to subunit SESP or the tutor unit and their sick leave ~~and seniority~~ shall carry over, provided that if the hours of work per week change from one subunit to another, the member's sick leave amount shall be adjusted accordingly.
10. Except in Article IV, Management Rights, change all references to staff as "employee(s)" to "bargaining unit member(s)".

11. Article X, Sections 10.5 and 10.6. Delete “prognosis” from Sections 10.5 and 10.6 as follows:

**ARTICLE X**  
**SICK LEAVE**

10.5. An employee who is absent from work due to illness, injury, disability or any paid or unpaid leave as a result of any illness, injury, or disability **may be required** to submit a medical certificate with appropriate medical evidence from a regularly licensed and practicing physician, or psychiatrist, or other appropriately licensed professional of his/her choice, indicating the nature of the illness, injury, disability, mental condition, or other reasons for the absence, ~~the prognosis~~, and whether and when the employee is physically and/or mentally capable of returning to work.

10.6. When circumstances reasonably warrant the same, the Superintendent may require an employee absent from work for any of the reasons set forth in Paragraph 10.5 above to produce a medical certification from a licensed and practicing physician, psychiatrist or other license professional appropriately specialized in the field of the illness, injury or disability, and selected from the staff or a facility agreed upon with the Association, indicating the nature and dates of illness, injury, disability, mental condition, or absence for other reasons, ~~the prognosis~~, and any other appropriate and relevant medical evidence including whether and when the employee is physically and/or mentally capable of returning to work. Said professional at any such facility may require the employee to be examined by such other specialists as they may deem appropriate in order to produce the required medical certification.

12. Article XI, Section 11.2(b). Change 20 days to 15 days as follows:

**ARTICLE XI**  
**SICK LEAVE BANK**

11.2(b). To be eligible to withdraw days from the sick leave bank, an employee must have had ~~twenty (20)~~ *fifteen (15)* days of accumulated sick leave as of the beginning of the school year in which days are requested, or as of the beginning of the prior school year, and must have contributed to the bank;

13. Article XIII. Insert a new section following Section 13.1 as follows:

**ARTICLE XIII**  
**PARENTAL LEAVE AND CHILD-REARING LEAVE**

*13.2. ADOPTION – An employee adopting a child up to the age of six (6) shall be entitled, upon request, to a leave of absence of up to two (2) years or fraction thereof to*

*commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order for the employee to fulfill requirements for adoption.*

14. Article XIX, Section 19.4. Add “May 1st” as the date by which ESPs must send official transcripts to payroll confirming conferral of a Bachelor’s or Master’s degree to receive annual stipend, as follows:

**ARTICLE XIX**  
**PROFESSIONAL DEVELOPMENT**

19.4. Bargaining unit members who have earned a bachelor’s degree shall receive a one hundred dollar (\$100.00) stipend annually as of May 1st. Bargaining unit members who have earned a master’s degree shall receive a two hundred dollar (\$200.00) stipend annually as of May 1st.

15. Article VI, Section 6.3. Delete outdated language from Article 6.3 as follows:

**ARTICLE VI**  
**WORK SCHEDULES**

~~6.3. Effective at the beginning of the 2013-2014 work year, employees will be paid in twenty-six (26) equal installments during the school year beginning the second pay period of the school year. Those employees paid in twenty-six (26) equal installments will be paid every second week unless such persons request to receive all deferred payments in one (1) lump sum on the last day of their require attendance in school. The Administration shall distribute a form to each employee in the 2013-2014 school year requesting each employee to select a salary payment schedule (every two (2) weeks after the close of the school year of a lump sum two (2) weeks after the twenty first pay period). If an employee fails to respond, they will automatically receive his/her payments every two (2) weeks over the course of the summer. If an employee wishes to change his/her choice in subsequent years, they must inform payroll, in writing no later than May 1<sup>st</sup> of the year in which the change is requested. New employees will elect their payment schedule upon employment.~~

16. Article XX, Section 20.6. Delete outdated language in Section 20.6 as follows:

**ARTICLE XX**  
**GENERAL**

20.6. Longevity compensation shall be paid in the amount *detailed in Appendix A: Paraprofessional Longevity Steps.* ~~of two hundred dollars (\$200.00) to employees who work thirty (30) or more hours per week upon completion of ten (10) years of service in the Marshfield Public Schools. Effective only during the 2004-2005 work year, these employees shall receive an additional thirty dollars (\$30.00) annually for each additional year of service. Effective with the 2005-2006 work year, such employees shall receive an additional forty dollars (\$40.00) annually for each additional year of service greater than ten (10) years but less than twenty (20) years, and an additional fifty dollars (\$50.00) annually upon the completion of twenty (20) years of service and for each additional year of service thereafter. Employees who work more than twenty (20) but less than thirty (30) hours per week will have their longevity payments prorated. Employees entitled to longevity in any appropriate fiscal year shall be paid on the first payday in September.~~

17. Article XXI. Name Article XII, "Specialized Educational Support Personnel."
18. Article VI, Section 6.9. Delete the current language and insert the following italicized language in its place:

**ARTICLE VI**  
**SALARIES AND LONGEVITY**

~~6.9 In the event that a paraprofessional is assigned by the principal or designee to perform the duties of a teacher for up to three (3) hours in any school day (to be eligible, an employee must perform at least 30 minutes of the duties, or a similar period of time based on the building schedule as long as it is at least 25 minutes, the paraprofessional is assigned by the principal or designee to perform the duties of a teacher for more than three (3) hours up to six (6) hours in any school day, the paraprofessional shall receive an additional twenty dollars (\$20.00).~~

*6.9. In the event that a bargaining unit member is assigned by the principal or the principal's designee to perform the duties of a classroom teacher-of-record (including but not limited to taking attendance, communication of lesson plans, ensuring student safety) for twenty-five (25) minutes or longer, the bargaining unit member shall receive an additional hourly rate of seven (7) dollars per hour. This rate shall be in addition to the bargaining unit member's regular rate of pay.*

19. Article XII, Section 12.2(c). Add one bereavement day for an aunt, uncle, or first cousin as follows:

12.2(c). Up to five (5) working days at any one time 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, or father-in-law, mother-in-law, brother-in-law, sister-in-law. *Up to one (1) working day commencing with, and to be used within ten (10) working days immediately following, the date of death of an aunt, uncle, or first cousin.* In the event of the death of other relatives, leave will be handled at the discretion of the Superintendent.

20. Article XIII, Section 13.1. Change 40 days to 50 days and 8 weeks to 10 weeks as follows:

**ARTICLE XIII**  
**PARENTAL LEAVE & CHILD-REARING LEAVE**

13.1(a) Parental Leave. Parental leave shall commence on the first day of absence tied to the birth or adoption of a child. Parental leave shall run for ~~forty (40)~~ *fifty (50)* school days from the first date of absence for a birth parent, which period shall be interrupted by vacation periods. Birth parents may use accumulated sick leave for parental leave during the ~~forty (40)~~ *fifty (50)* day period under the conditions set forth in Article XV during such period as the employee is disabled. Non-birth and adoptive parents shall be eligible to use up to two (2) weeks of accrued sick leave during a parental leave, provided that the two weeks leave must be taken consecutively and it must be taken within the ~~eight-week~~ *ten (10) week* parental leave period. At least one month prior to the employee's return from leave, the employee may be required to furnish the Superintendent with a statement from the employee's physician attesting to the employee's ability to resume the full performance of the duties and responsibilities of the employee's position.

21. Article XVIII, Sections 18.1 and 18.2. Delete Sections 18.1 and 18.2 and replace with the following italicized language:

**ARTICLE XVIII**  
**PAYROLL DEDUCTIONS**

*18.1 The Committee hereby accepts the provisions of Section 17C of Chapter 180 and Chapter 149, Subsection 178B of the General Laws of Massachusetts, and in accordance therewith, shall certify to the Treasurer of Marshfield all payroll deductions for payment of professional dues (Marshfield Education Association, National Education Association, Massachusetts Teachers Association), deposits and/or payments to the Massachusetts Teachers Association Credit Union, and tax sheltered annuities duly authorized by employees covered by the Agreement.*

*a. The Superintendent or his/her designee shall certify to the Treasurer of Marshfield all payroll deductions for the payment of dues to the Association that have been duly authorized by employees covered by this Agreement.*

*i. The Association will provide a membership enrollment form to personnel for eligible employees to authorize deductions for Association membership. This form will be filled out and forwarded to the Marshfield Education Association's Treasurer in a timely manner.*

*ii. The Association will not provide a form for any eligible hire who chooses NOT to enroll in the Association delineating those rights and representation they are entitled to as employees and those benefits and protections they will NOT have as non-members of the Association. This rejection form will be filled in by the new hire and forwarded to the Marshfield Education Association's Treasurer in a timely manner.*

*The Committee's obligation to make such deductions concerning an employee shall terminate upon a timely and properly written notice revoking such authorization. Any such authorization may be withdrawn by the employee by giving at least sixty days' notice in writing of such withdrawal to the Marshfield School Committee and/or its designee and by filing a copy thereof with the Treasurer of the Association.*

*To withdraw from the Association, at all levels, the member must notify the Administration and the Association, in writing, at least sixty (60) days prior to the official DATE OF revocation of their membership. The member may withdraw his/her NOTICE to withdraw from the Association at any time prior to the 60 day revocation date. This withdrawal of the request for revocation must be made in writing and witnessed by a designated Administrator and/or the Association President and/or his/her designee.*

*The Association shall indemnify and save the Committee harmless against any claim, demand, suit, or any other form of liability that may arise out of, or by reason of, action taken or not taken by the Superintendent for the purpose of complying with this Article, or in compliance with any dues deduction authorization furnished to the Committee.*

22. Article XXI, Section 21.1. Delete the following stricken language and replace with the following italicized language:

**ARTICLE XXI**  
**SPECIALIZED EDUCATIONAL SUPPORT PERSONNEL**

21.1. ~~Effective at the commencement of the 2016-2017 school year an additional classification shall be added known as Specialized Educational Support Paraprofessionals consisting of paraprofessionals~~ *Specialized Educational Support Personnel shall consist of bargaining unit members* employed in the ASD, Social Emotional, Multi-Age Learning, POST, *TLC, ALP, and Early Education* programs. In addition, the ~~Director of Special Education and Pupil Personnel~~ *Assistant Superintendent of Student Services* may, in ~~her~~ *his/her* discretion, designate ~~Specialized Educational Support Paraprofessionals~~ *Specialized Educational Support Personnel* based on ~~her~~ *his/her* evaluation of specific assignments *beyond those mentioned elsewhere in this article.*

23. Article XXI, Section 21.4. Establish that seniority will transfer for involuntary transfers but not voluntary transfers as follows:

**ARTICLE XXI**  
**SPECIALIZED EDUCATIONAL SUPPORT PERSONNEL**

21.4. A separate seniority list shall be established for Specialized Educational Support Personnel. At the initial implementation of the classification, employees shall be credited with seniority previously accrued, but thereafter service in other classifications will not count toward seniority in the specialized classification *unless such transfer is involuntary and not made as a result of disciplinary action.*

24. Appendix B. Add the Specialized Educational Support Personnel job description attached as Exhibit A to Appendix B of the CBA.
25. Article VII, Section 7.11. Add the following italicized language to Section 7.11:

**ARTICLE VII**  
**WORK YEAR AND WORKDAY**

7.11. Bargaining unit members shall be provided with the first opportunity to serve as bus monitors. Interested members shall be required to notify the administration in writing of their interest. Bus monitor duty shall be in addition to bargaining unit members' regular work day. Individuals serving as bus monitors shall work an additional one-half hour (1/2 hour) per day *for at least at the same rate of pay as their paraprofessional duties, not to exceed two and one-half hours (2 ½) hours per week.*

26. Article XX, Section 20.9. Delete Section 20.9.

**ARTICLE XX**  
**GENERAL**

~~20.9. A committee shall be established by the Association during the 2005-2006 work year to review instances when members of the bargaining unit provide coverage and/or substitute for classroom teachers. The parties agree to meet to review and to negotiate concerning any of the committee's findings and/or recommendations during the 2006-2007 work year.~~

27. Article XX, New Section. Add a new section with the following italicized language:

**ARTICLE XX**  
**GENERAL**

*Bargaining unit members shall be eligible to work stipended positions set forth in Appendix A(iii) and Appendix A(iv) of the collective bargaining agreement between the Marshfield School Committee and the Marshfield Education Association Teacher Unit.*

28. Appendix A. Delete the current wage scales in Appendix A and replace with the following:

**SPECIALIZED EDUCATIONAL & LIBRARY\* SUPPORT PERSONNEL**

Step	FY26	Step	FY27	Step	FY28	LAST DAY
1	\$20.96	1	\$22.21	1	\$23.55	\$24.49
2	\$21.60	2	\$22.73	2	\$23.99	\$24.95
3	\$22.25	3	\$23.25	3	\$24.44	\$25.42
4	\$22.90	4	\$23.76	4	\$24.89	\$25.88
5	\$23.54	5	\$24.28	5	\$25.33	\$26.35
6	\$24.19	6	\$24.80	6	\$25.78	\$26.81
7	\$24.84	7	\$25.31	7	\$26.23	\$27.28
		8	\$25.83	8	\$26.67	\$27.74
				9	\$27.12	\$28.21

**EDUCATIONAL SUPPORT PERSONNEL**

Step	FY26		FY27		FY28
1	\$19.30	1	\$20.46	1	\$21.69
2	\$19.94	2	\$20.95	2	\$22.08
3	\$20.58	3	\$21.44	3	\$22.46
4	\$21.22	4	\$21.93	4	\$22.85
5	\$21.86	5	\$22.42	5	\$23.24
6	\$22.50	6	\$22.91	6	\$23.62
7	\$23.13	7	\$23.40	7	\$24.01
		8	\$23.89	8	\$24.40
				9	\$24.78

**\*Move to Specialized Salary Schedule - Keep stipend**

**\*Hold Three moving to Step 7 at following rates**

FY26        \$25.30    Step 7  
FY27        \$26.12    Step 8  
FY28        \$27.12    Step 9

**All currently on Step 6 move to Step 7 July 1, 2025. Those on Step 6 for more than one year, their new step date is July 1st. Those on Step 6 for less than one year will revert to their original step date (anniversary date in the unit) after FY26.**

29. Article XVI, Section 16.3. Delete the current Section 16.3 and replace with the following italicized language:

**ARTICLE XVI**  
**PERSONAL INJURY BENEFITS**

16.3.

***Section A – Reporting Physical Batteries***

1. *For the purposes of this Article, physical battery is defined as actual physical contact by a student, regardless of age, against a bargaining unit member without the bargaining unit member’s consent, which the bargaining unit member reasonably believes was intended to be harmful or offensive.*
  
2. *In all instances of physical battery, employees will fill out a longer, traditional incident report as well as a separate short form entitled, “Report of Physical Battery.” The short form shall consist of the following information: a Definition of Physical Battery (taken from the above), Date of Report, Date of incident, School, Type of Battery, and Nature of Injury. The Type of Battery and Nature of Injury spaces will be filled out in 10 words or*

*less. The Type of Battery space will provide the following options: (punching, kicking, biting, pushing, thrown object, etc.). The Nature of Injury will provide the following options: (scratch, bruise, bite mark, broking limb, etc.). The short form shall be signed and dated by the employee.*

*The principal, Superintendent, Association president, and Chair of the School Committee shall sign that they received the short form and mark the date of receipt. A copy of the short form with all four (4) signatures will be provided to the Association president.*

*The District will comply with any reasonable request by the employee for information in its possession relating to the incident or the persons involved in the physical battery which, in the opinion of the District, is not confidential or legally restricted.*

- 3. In the manner and to the extent the Superintendent or his/her designee considers appropriate and reasonable, the Superintendent or his/her designee will act as a liaison between the employee, the police, and the courts in cases of physical battery.*

### ***Section B – Legal Action***

*The District will follow the provisions of M.G.L. c. 258 when a tort action is brought against an employee as a result of any action by that employee acting within the scope of his/her employment.*

*M.G.L. c. 258, § 2 states the following:*

*Public employers shall be liable for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any public employee while acting within the scope of his office or employment, in the same manner and to the same extent as a private individual under like circumstances, except that public employers shall not be liable to levy of execution on any real and personal property to satisfy judgment, and shall not be liable for interest prior to judgment or for punitive damages or for any amount in excess of \$100,000; provided, however, that all claims for serious bodily injury against the Massachusetts Bay Transportation Authority shall not be subject to a \$100,000 limitation on compensatory damages. The remedies provided by this chapter shall be exclusive of any other civil action or proceeding by reason of the same subject matter against the public employer or, the public employee or his estate whose negligent or wrongful act or omission gave rise to such claim, and no such public employee or the estate of such public employee shall be liable for any injury or loss of property or personal injury or death caused by his negligent or wrongful act or omission while acting within the scope of his office or employment; provided, however, that a public employee shall provide reasonable cooperation to the public employer in the defense of any action brought under this chapter. Failure to provide such reasonable cooperation on the part of*

*a public employee shall cause the public employee to be jointly liable with the public employer, to the extent that the failure to provide reasonable cooperation prejudiced the defense of the action. Information obtained from the public employee in providing such reasonable cooperation may not be used as evidence in any disciplinary action against the employee. Final judgment in an action brought against a public employer under this chapter shall constitute a complete bar to any action by a party to such judgment against such public employer or public employee by reason of the same subject matter.*

*M.G.L. c. 258, § 9 provides the District with the following discretion:*

*Public employers may indemnify public employees, and the commonwealth shall indemnify persons holding office under the constitution, from personal financial loss, all damages and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law, if such employee or official or holder of office under the constitution at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment. No such employee or official, other than a person holding office under the constitution acting within the scope of his official duties or employment, shall be indemnified under this section for violation of any such civil rights if he acted in a grossly negligent, willful or malicious manner.*

### ***Section C – Reimbursement***

- 1. If a physical battery is clearly determined not to be the fault of the ESP unit member, the member may take up to three (3) days of battery leave (meaning the date of the physical battery and the following two additional days) to recover from physical injuries prohibitive of work resulting from the physical battery. Any further days off from work will come from sick leave available to the ESP unit member. Battery leave days do not accumulate or carry over in any way.*
  
- 2. The District shall reimburse unit members, who are exonerated of any fault, for any personal property that may have been damaged, destroyed, or lost as the result of a physical battery suffered while engaged in their duties of employment, not to exceed one hundred dollars per incident. The District shall also reimburse unit members, who are exonerated of any fault, for substantially similar personal medical devices such as eyeglasses, hearing aids, external blood sugar monitors, etc. not covered by insurance benefits (whether personally maintained or provided for in the Agreement), that may have been destroyed, damaged, or lost as the result of a physical battery suffered while engaged in their duties of employment.*

3. *If a unit member 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 unit member who wishes to hire their own lawyer shall be responsible for paying their lawyer's legal fees and costs.*

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MARSHFIELD EDUCATION ASSOCIATION  
EDUCATIONAL SUPPORT PERSONNEL

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DATE

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MARSHFIELD SCHOOL COMMITTEE

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DATE