

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 (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 one-year period from September 1, 2026 through August 31, 2027.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from September 1, 2023 to August 31, 2026 shall, except as modified by the terms of this Memorandum, be extended for a one-year period from September 1, 2026 through August 31, 2027.
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. CBA Document: Update dates/years where applicable and appropriate.
5. CBA Document: Fix any/all grammar, spelling, and/or punctuation errors.
6. CBA Document: Fix any/all numeration errors.

7. CBA Document: Correct for gender-inclusive pronouns.
8. CBA Document: Eliminate all obsolete language.
9. CBA Document: Except in Article I: Recognition and Appendices, change “employee or employees” and “teacher or teachers” to “bargaining unit member or bargaining unit members.”
10. Title: Correct misnaming of the Association

“MASTER AGREEMENT - SCHOOL COMMITTEE MARSHFIELD,
 MASSACHUSETTS AND MARSHFIELD EDUCATION FOUNDATION
ASSOCIATION”
11. §1.1: Update positions excluded in Recognition Clause
 - a. Coordinator of Elementary Curriculum?
 - b. Update title for Assistant Superintendent of Student Services
12. §3F(5): Update language to eliminate “Unit B” members from Grievance Procedure article to read as follows:

“Only the Association and not any individual member(s) of the bargaining unit ~~Unit A or Unit B~~ may process a grievance to arbitration.”
13. §5.2: Change “Advisory Program” to “Flex Block” at MHS to reflect Flex Block MOA.

The language shall read as follows:
 “[...] Educators participating in ~~the Advisory Program~~ Flex Block at the High School may leave at the end of the regular two block exam schedule, on each of the four (4) days during Final Week, unless they must administer. . .”
14. §5.26: Eliminate outdated language referring to incorporation of 1997 memorandum.
15. §5.27: Move/renumber (seemingly) misplaced paragraph; perhaps to Article XXI: Professional Development?
16. §6.2: Revise very outdated language referring to “special needs children” to read as follows:

“The Committee agrees to abide by all applicable regulations pertaining to class size for children with special needs ~~special needs children~~ issued by...”

17. §10.2: Amend outdated language re: posting of vacancies to read as follows:

“[...] such a vacancy or position will be adequately publicized by the Superintendent via internal email notification ~~by means of a notice conspicuously placed on the Association bulletin board in every school~~ as far in advance of the appointment as possible. During the months of July and August, official notice of any such vacancy will be shared via internal email to the President of the Association. ~~written notice of any such vacancy will be given to the President of the Association and the Chairman of the Professional Rights & Responsibilities Committee by certified mail.~~”

18. §11.1: Amend outdated language re: posting of Continuing Education positions to read as follows:

“All openings for Marshfield Continuing Education positions and for positions under Federal programs will be adequately publicized by the Superintendent via internal email notification ~~in each school building~~ as soon as possible.”

19. §12.2: Change title of Asst. Superintendent of Student Services

“For the purposes of evaluation, superiors are defined as...and the ~~Director of Special Education/Pupil Personnel~~ Assistant Superintendent of Student Services.”

20. §12.4: Correct for gender-inclusive pronouns.

“[...] The ~~teacher~~ bargaining unit member will be entitled to have a representative of the Association accompany ~~him~~ him/her during such review.”

21. §15.13: Remove “prognosis” from consideration of extended sick leave in alignment with other unit CBAs.

“When circumstances reasonably warrant the same [...] or other reasons for the absence, ~~the prognosis~~, and whether and when the employee is physically and/or mentally capable of returning to work.”

22. §18.1(c): Correct for gender-inclusive pronouns.

“The Superintendent may grant additional paid or unpaid personal days in his/her sole and unreviewable discretion...”

23. §20.1: Update minimum period for a “block” of voluntary substitute coverage for bargaining unit members at MHS to reflect new building schedule (from 84 to 80 minutes).

“[...] At the ~~Senior~~-High School, payment will be made based on twice the extra services hourly rate per block served. A block shall be considered to be a minimum of ~~eighty-four~~ ~~(84)~~ eighty (80) minutes long. Payments of less than ~~eighty-four (84)~~ eighty (80) minutes shall be prorated on the basis of ~~eighty-four~~ eighty (80) minutes representing a block.”

24. §28.1: Eliminate reference to Plymouth County Education Association (PCEA).

“The Committee hereby accepts...all payroll deductions for payment of professional dues (Marshfield Education Association, National Education Association, Massachusetts Teachers Association, ~~Plymouth County Education Association~~)...”

25. §28.1(b): Clarify awkward wording/editing error.

“The Committee’s obligation to make such deductions concerning an employee shall terminate upon verified submission of a timely and properly written notice revoking such authorization.”

26. §29.15: Eliminate reference to Plymouth County Education Association (PCEA) and clarify “incomplete” wording of paragraph.

“The Committee will provide reasonable time necessary for Association representatives to attend Massachusetts Teachers Association; and National Education Association

~~and/or Plymouth County Education Association~~ conferences and conventions upon approval of the Superintendent.”

27. Article III, Section F(2). Delete ~~Chairman~~ and replace with Chair.
28. Article IV, Section 4.1. Delete the quotations around Appendix A.
29. Article V, Section 5.1(f). In the second line, change the language to read as follows:
 “Early dismissal times for students at Furnace Brook Middle School shall be 11:55 ~~P.M.~~
A.M.”
30. Article V, Section 5.4. Delete the quotation mark at the end of the section.
31. Article V, Section 5.18. In the first line, delete the word ~~insure~~ and replace with ensure.
32. Article V, Section 5.19. Amend the language to remove the hourly rate from Section 5.19 and include the hourly rate in the appendix. Update the contract language to read as follows: “The Committee agrees to make reasonable efforts to schedule CORE meetings involving staff covered by this Agreement during the normal work day of such staff. Employees who attend such meetings beyond their normal work day shall be compensated at a rate agreed to by the Association and the Committee and set forth in Appendix [.].”
33. Article X, Section 10.3. In the third sentence, (seventh line), delete ~~Committee~~ and replace with Superintendent.
34. Article XI, Sections 11.3 and 11.4. Delete the language concerning the rate of compensation and move the rate to the appropriate appendix.
35. Article XXIX, Sections 29.2 and 29.8. Delete ~~Chairman~~ and replace with Chair.

36. Appendix A (ii). Coordinator of Guidance (9-12). Delete the outdated language so that the contract reads as follows: “The work year of the Coordinator of Guidance shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of ~~thirty-eight (38)~~ twenty-two (22) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the principal. ~~Effective at the end of the 2018-2019 school year, the work year of the Coordinator of Guidance shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of thirty (30) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the principal. Anyone hired for the position of Coordinator of Guidance after the 2018-2019 school year shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of twenty two (22) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the principal.”~~”
37. Appendix A (ii). Delete the position of Library Services Liaison (K-12) as this position no longer exists. (Page 68).
38. Appendix A (iv). Update to reflect all moves/new clubs. We will need to identify the specific positions being added or deleted.
39. Article V, Section 5.26. Delete this section in its entirety. “~~The provisions of the Parties’ Memorandum of Agreement on Time and Learning dated November 20, 1997, have been incorporated into this Master Agreement. Nonetheless, the Parties intend that their respective obligations thereunder shall continue as set forth therein.”~~”
40. Article XX, Section 20.1. Delete the second period at the end of the section.

41. Article XXIII, Section 23.1. In the first line, change “Committees” to “Committee”.
42. §19.4(3): Raise age of adopted child to six (6) in alignment with other unit CBAs (3rd sub-paragraph).

“A ~~teacher~~ bargaining unit member adopting a child up to the age of six (6) ~~four (4)~~ shall be entitled...”

43. Article XVII, Section 17.2 (new sub-section). Provide bereavement leave for miscarriages.

“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 miscarriage suffered by the biological parent or adoptive parent. A bargaining unit member may use one (1) working day in the event of miscarriage suffered by their daughter, daughter-in-law, granddaughter, granddaughter-in-law, or sister. Additional days may be granted at the discretion of the Superintendent.”

44. Article V, Section 5.18. In the second line, delete the word “equated” and replace with equitable.
45. Article XXI, Section 21.9. Delete this section in its entirety. ~~“Effective September 1, 2023, the District will fund short programs/seminars that provide PDPs to teachers for their licensure workshops, non-credit offerings and other professional development opportunities for non-core subjects in the amount of \$10,000.00. The Association and the Committee shall each designate no more than four (4) individuals who will meet during the 2022-2023 school year to address issues related to awarding funding for short programs/seminars, including but not limited to the process for applying and receiving approval for reimbursement; the maximum amount that a bargaining unit member may~~

~~receive for any one application and the maximum amount that may be approved to one bargaining unit member in any contract year; the method for determining who receives funding if more people apply than there are funds (i.e., is it first come, first serve or some other method); and, which non-core subjects can apply for this funding.”~~

46. Article XXV, Section 25.1(b). Delete ~~School Committee~~ and replace with Superintendent.
47. Appendix A(ii). Delete the position of Library Services Liaison (K-12) as the position no longer exists.
48. Article X, Section 10.2. Amend the fifth sentence of this section to read as follows: “No vacancy will be filled except on a temporary basis, within ~~fifteen (15)~~ ten (10) days from the date the notice is posted in the schools or the giving of notice to the Association.”
49. Article XXIX, Section 29.16. Add the following new language in the first paragraph:

“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 certification 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. Any bargaining unit member wishing to enroll their child under this section must apply in writing to the District by no later than March 1st for the subsequent school year. Enrollment applies only to those programs and services that are provided within the Marshfield Public Schools. The District shall not be responsible for providing transportation to any student attending Marshfield Public Schools under this section.”

50. Article V, Section 5.10(e). Add the following new sub-section (e), which shall read as follows:

“All general education classroom teachers (defined as: ELA, Social Studies, Science, Math, World Language, Phys Ed, Health, Computer Science, Art, and Music) at Furnace Brook Middle School shall have one (1) additional teacher planning period that shall be taken from one of the teacher’s other student supervisory periods, based on a six (6) day, seven (7) period cycle. The additional planning period referenced in this sub-section shall be in addition to any planning periods ~~beyond those~~ guaranteed in Section 5.10(c), for a total of seven (7) teacher planning periods based on a ~~per~~ six (6)-day, seven (7) period cycle. This additional teacher planning period shall be officially assigned in the teacher’s individual schedule before the beginning of each grading term, except for the first grading term, when it will be provided within ten (10) school days after the start of the school year, and shall not be moved or otherwise changed except that in the event the principal or their designee determines that a situation is time-sensitive, the principal may utilize a teacher during the additional planning period but will make reasonable efforts to provide the educator with as much notice as possible. In the event that the principal or designee needs to assign an educator during their additional planning period, that period will be made up within one (1) cycle. If the principal or designee are unable to offer the designated and scheduled 7th planning period within one (1) cycle, the bargaining unit member will be compensated per Article XX, Section 20.1.”

51. Article V, Section 5.10(f). Add the following new sub-section (f), which shall read as follows:

“Based on a scheduled six (6) day, seven (7) period cycle, Furnace Brook Middle School special education teachers will be assigned to a total of five (5) teaching blocks and will have one (1) assigned teacher planning period per day, while the other non-teaching block will be used for administrative responsibilities. These responsibilities will include, but are not limited to, writing IEPs, progress reports, and data tracking; parental communication; grade workflow; meeting and adhering to legal timelines and requirements for IEPs; working on behavior support plans; conducting student and parent interviews; managing testing responsibilities; collaboration with general education teachers; consultations on A Grid; and observing students in general education.”

52. Article XIX, Section 19.4(1)(2). Amend the language in these sections to read as follows:

(1) Upon receipt of at least two (2) weeks’ written notice of a bargaining unit member’s anticipated date of departure and intention to return, the Superintendent shall grant a parental leave of absence for up to twelve (12) weeks under the Family and Medical Leave Act. FMLA leave shall run concurrent with parental leave. Effective the first day of the 2026-2027 school year, the employer will pay one hundred percent (100%) of a bargaining unit member’s regular salary for the first two (2) weeks of parental/FMLA leave for the purpose of: 1) giving birth to a child; 2) for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled; or 3) for adoption with the employee who is adopting or intending to adopt a child. Except to the extent covered by paid Parental/FMLA Leave above and sick leave as set forth below, said leave will be without pay. The bargaining unit member shall be eligible to use up to ten (10) additional weeks of

- accrued individual sick leave following the initial two (2) weeks paid at one hundred percent (100%) during this twelve (12)-week parental leave period. A teacher who is pregnant and is physically unable to work due to a medical disability connected to pregnancy or childbirth may use accumulated sick leave to cover those days she is disabled and unable to work. Under normal circumstances, members are not eligible to access the Sick Bank for these days. The teacher shall submit medical documentation to the Superintendent verifying the disability.
- (2) Non-birth parents. Effective the first day of the 2026-2027 school year, the employer will pay one hundred percent (100%) of a bargaining unit member's regular salary for the first two (2) weeks of parental/FMLA leave for the purpose of: 1) to care for a newborn child; 2) for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled; or 3) for adoption with the employee who is adopting or intending to adopt a child. In addition, non-birth parents shall also be eligible to use up to two (2) weeks of accrued sick leave during a parental leave following the 2 weeks paid at one hundred percent (100%), provided that the two weeks' leave, plus any paid and unpaid leave as set forth in this section, must be taken consecutively during work weeks and it must be taken within the twelve (12)-week parental leave period. Non-birth parents shall not be eligible to access the Sick Leave Bank for the above-referenced two weeks. FMLA leave shall run concurrent with parental leave.

53. Appendix A(i). Salary Schedule. Effective September 1, 2026

Effective September 1, 2026:

Steps 1-10 shall receive a zero percent (0%) increase. Members shall move a step consistent with the parties' contract language.

Steps 11-13 shall be increased by one percent (1%).

Step 14 shall be increased by two percent (2.5%).

Super steps 1-2 (S1-S2) shall be increased by two percent (2.75%).

Super step 3 (S3) shall be increased by three percent (3%).

The FY '27 salary schedule is set forth below.

MARSHFIELD FY '27

	B	M	M+15	M+30	CAGS/MM	DOC
1	58,870	64,148	66,787	69,246	72,065	74,704
2	61,155	66,515	69,614	71,874	74,554	77,233
3	63,440	68,881	71,602	74,322	76,839	79,519
4	65,726	71,248	74,009	76,770	79,124	81,804
5	68,011	73,614	76,416	79,218	81,409	84,089
6	70,296	75,981	78,824	81,666	83,695	86,374
7	72,581	78,348	81,231	84,114	85,980	88,659
8	74,866	80,714	83,638	86,562	88,265	90,945
9	77,151	83,081	86,046	89,010	90,550	93,230
10	80,231	86,302	89,338	92,373	93,763	96,470
11	82,539	88,692	91,769	94,846	96,071	98,778
12	84,847	91,083	94,201	97,319	98,380	101,086
13	87,281	93,525	96,647	99,769	102,891	106,013
14	90,791	97,287	100,534	103,782	107,029	110,277
S1	92,811	99,322	102,577	105,834	109,089	112,344
S2	93,838	100,350	103,605	106,861	110,116	113,371
S3	96,127	102,654	105,917	109,181	112,444	115,707

54. The parties agree to continue presently scheduled negotiations for a FY28-FY30 successor agreement. All current proposals made by the parties that have not been agreed to or withdrawn shall be deemed to be active proposals. The parties shall have one (1)

meeting by the end of October 2026 to make new proposals, at which time no further proposals will be considered unless mutually agreed to by the parties.

55. 8.2: Align step advancement with the completion of a half-year of service (91 days)
“In order to move to the new step on the salary schedule, a bargaining unit member~~teacher~~ must have completed a year of service. A completed year of service shall be defined as a year the bargaining unit member ~~teacher~~ has taught ~~more than~~ half the work year (currently, 91~~92~~ days).”
56. §18.1(d): Memorialize “pilot program” for use of one (1) personal day before or after holidays/vacations by approval of Superintendent for the duration of the CBA.
“For each contract year of the period ~~from 2022 through 2026 only~~ covered by this agreement, ~~the parties will pilot a program whereby~~ each bargaining unit member may submit a request for one (1) personal day per contract year before or after holidays or vacation periods. ~~If the superintendent determines in his/her sole discretion that allowing members to take a personal day before and after holidays and vacation periods has resulted in an adverse educational impact, the superintendent may rescind the pilot program to take effect at the end of that school year. The parties will revisit this issue in the subsequent round of negotiations and determine if the pilot will be continued or not.~~ Notwithstanding the foregoing language, the administration reserves the right to deny one or more personal day requests made under this section in order to ensure the safe and effective functioning of the school.”
57. Add a new §25.3: Add safety language on “Reporting Physical Batteries,” “Legal Action,” and “Reimbursement” from ESP CBA.
See Attachment A (pages 17-19 of original proposal packet).

The Committee wants the Association to understand the ramifications of the proposal, which are that the District will conduct an investigation on the allegations. This will include having to notify the parents of the student alleged to have engaged in the conduct in question.

58. §5.8(a): Modify the elementary evening meeting schedule for the 2026-2027 school year only.

Maintain the existing number of overall hours (8) for meetings but modify as follows:

Elementary level

Maintain Meet and Greet in its current time and form (2 hours).

Maintain the two (2) evening parent-teacher conferences, one in the fall (November 2026) and one in the spring (March 2027), each 2 hours in length.

Convert the third evening parent-teacher conference (May 2027) to two hours of planning time.

This format shall run for the 2026-2027 school year only on a Pilot basis, at the end of which, the format shall revert back to the schedule in place for the 2025-2026 school year unless the parties agree otherwise in writing.

59. §5.8(b): Modify the middle school and high school evening meeting schedule for the 2026-2027 school year only.

Middle School level

Maintain Open House in its current time and form (2 hours).

Maintain one (1) evening parent-teacher conference in the fall, 2 hours in length.

Move the second parent-teacher conference in the fall to Election Day (11/3/26). The schedule on Election Day shall be as follows:

8:00 a.m. to 11:45 a.m. – Professional development at Marshfield High School.

11:45 a.m. to 12:30 p.m. – Lunch and travel time for members to return to their schools.

12:30 p.m. to 2:30 p.m. – Parent-teacher conferences.

The third parent-teacher conference shall run at its usual time in the calendar between 6:00 p.m. and 8:00 p.m.

This format shall run for the 2026-2027 school year only on a Pilot basis, at the end of which, the format shall revert back to the schedule in effect for the 2025-2026 school year unless the parties agree otherwise in writing.

High School level

Maintain one (1) evening parent-teacher conference in the fall, 2 hours in length.

Move the second parent-teacher conference in the fall to Election Day (11/3/26). The schedule on Election Day shall be as follows:

8:00 a.m. to 11:45 a.m. – Professional development at Marshfield High School.

11:45 a.m. to 12:30 p.m. – Lunch and travel time for members to return to their schools.

12:30 p.m. to 2:30 p.m. – Parent-teacher conferences.

The third parent-teacher conference shall run at its usual time in the calendar between 6:00 p.m. and 8:00 p.m.

This format shall run for the 2026-2027 school year only on a Pilot basis, at the end of which, the format shall revert back to the schedule in effect for the 2025-2026 school year unless the parties agree otherwise in writing.

60. Appendix A(i) - Teachers' Salary Schedules (3): Align step advancement with the completion of a half-year of service (91 days)

“In order to move to the new step on the salary schedule, a bargaining unit member~~teacher~~ must have completed a year of service. A completed year of service shall be defined as a year the bargaining unit member ~~teacher~~ has taught ~~more than~~ half the work year (currently, 91~~92~~ days).”

 Marshfield Education Association

 Date

 Marshfield School Committee

 Date