SHREWSBURY SCHOOL COMMITTEE AND SHREWSBURY EDUCATION ASSOCIATION

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into by and between the Shrewsbury School Committee ("Committee") and the Shrewsbury Education Association, ("Association").

WHEREAS, the Committee and the Association have entered into a Collective Bargaining Agreement for the period of August 25, 2013, through and including August 24, 2016; and,

WHEREAS, the duly-authorized representatives of the Committee and the duly authorized representatives of the Association have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to a successor agreement for the period of August 25, 2016 through and including August 24, 2019;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. Prior Agreement

The Collective Bargaining Agreement in effect for the period August 25, 2013 through and including August 24, 2016, shall be in full force and effect for the period August 25, 2016 through and including August 25, 2019 except as modified by this MEMORANDUM OF AGREEMENT.

2. ARTICLE III- CONDITIONS OF EMPLOYMENT

Section E. Working Conditions

(2.)

(c) Except in cases of emergencies, all bargaining unit employees in grades <u>PreK-4</u> shall be entitled to a thirty (30) minute lunch period. All <u>bargaining unit employees</u> in grades 5-12 shall be entitled to a twenty-two (22) minute lunch period each day.

3. Section N. SCHOOL ENROLLMENT OF RESIDENT EMPLOYEE'S CHILDREN

Bargaining unit employees whose children attend SPS as residents of Shrewsbury may request that their child be enrolled in a school that is different from their normally assigned school, if the bargaining unit employee works at the other school. Enrollment of the student in a different school other than assigned where the

Bargaining unit employees work is subject to the approval of the Superintendent. In making this determination, the Superintendent will consider various factors, including grade configuration and class sizes at the school where the student would attend. If the student in question receives special education services, the student's IEP program placement shall take precedence. If a child of an Bargaining unit employee is not a Shrewsbury resident, but is enrolled in SPS through interdistrict school choice or any other such program, the school assignment will be governed first by the school choice or other program that allows enrollment, as seats in such program may not be available in a school where the Bargaining unit employee works. If the Bargaining unit employee is transferred from the school in a subsequent year, the student may be allowed to remain in the school where s/he is enrolled through the last grade in said school. Any transfer of a child of an Bargaining unit employees, may be revoked by the Superintendent if it is judged that the arrangement is resulting in substantial disruption to the child's education or the Bargaining unit employees duties. If the Superintendent does revoke a placement as described above, the Bargaining unit employee may request a meeting to discuss the revoking of the placement, and this meeting shall take place with the Superintendent and/or his/her designee. The Bargaining unit employee is responsible for requesting SEA representation for this meeting. If a child of an Bargaining unit employee is approved for enrollment at a school other than assigned, the Bargaining unit employee is responsible for transporting the child to and from school. If a child of an Bargaining unit employees is declined for enrollment at a school other than assigned, the Bargaining unit employee may request a meeting to discuss the declination of the placement, and this meeting shall take place with the Superintendent and/or his/her designee. After such meeting regarding a declined or revoked enrollment, the decision of the Superintendent is final and shall not be subject to the grievance or arbitration processes.

4. ARTICLE V- LEAVES OF ABSENCE

Section B. <u>Temporary Leaves of Absence With Pay</u>
Employees will be granted the following temporary leaves of absence with pay each school year upon the approval of the Superintendent of Schools.

(3) Up to five (5) school days at any one time in the event of death in the immediate family. Immediate family is construed to include only parent, parent-in-law, grandparent, grandchild, wife, husband, domestic partner, child, stepchild, brother or sister, or person residing in the immediate household as approved by the Superintendent of Schools. Three (3) days shall be provided in the event of the death of a brother-in-law or sister-in-law. Two (2) days shall be provided in the event of a death of a niece or nephew. One (1) day shall be provided in the event of a death of an extended family member not listed above.

If needed, additional bereavement days may be requested and granted at the discretion of the SUPERINTENDENT OF SCHOOLS.

5. ARTICLE V- <u>LEAVES OF ABSENCE</u>

Section D. <u>Sick Leave Upon Retirement</u>

Upon retirement from teaching, in accordance with the rules and regulations of the MTRS, an employee with a minimum of ten (10) years of service in the Shrewsbury Public Schools, and who retires at the end of the school year shall be paid for unused accumulated sick days, at his/her per diem rate, up to but not in excess of thirty-five (35) days. To be eligible for sick leave buy back the teacher must submit a letter of retirement by December 1 preceding the retirement.

It is understood that an employee may still elect to retire at a time other than the end of the school year, but such employee shall not be eligible for sick leave buyback.

Employees hired to commence work in the 2017-2018 school year and thereafter shall not be eligible for sick leave buy back upon retirement. Such employees shall be eligible to receive a one- time contribution to a 403(b) plan established pursuant to school department guidelines. Such contribution shall be made in the amount of \$750 to be paid in the second October payroll in the year in which the teacher attains professional teacher status.

6. ARTICLE XIII- DURATION

This Agreement and its provisions shall be effective <u>August 25, 2016</u> and shall remain in full force and effect up to and including <u>August 24, 2019</u>.

7. APPENDIX A, B, C, D- (Salaries/Wages/Stipends)

2016-2017: 2% increase

2017-2018: 2% increase

2018-2019: 2% increase

- 8. APPENDIX C K-12 Directors, High School Directors, and Middle School Coordinators
 - C. Work Year and Work Hours

The work year for K-12 Directors, High School Directors, and Middle School Curriculum Coordinators in Groups I, II, III and the K-12 Director of Health, Physical Education and Family/Consumer Science shall be ten (10) days beyond the teacher work year.

K-12 Directors, High School Directors, and Middle School Curriculum Coordinators will work the scheduled teacher year plus their allotment of administrative days (e.g., personnel recruitment and hiring, Leadership Conference: two (2) days in August). Directors may request from the Superintendent additional days at their per diem for special projects or extraordinary personnel activity.

The workday of the K-12 Directors, High School Directors, and Middle School Curriculum Coordinators shall be the length of the teacher day and whatever additional time is necessary for the performance of the department director's duties.

K-12 Directors, High School Directors, and Middle School Curriculum Coordinators may request from the Superintendent additional days at their per diem rate to complete their leadership duties. Such days will be requested and approved or declined in writing in advance of working the days. Additional days worked beyond the ten (10) contractual work days without express written approval from the Superintendent may not be compensated.

K-12 Directors, High School Directors, and Middle School Curriculum

Coordinators will be required to teach the equivalent of one (1) (20% FTE) class but will not be scheduled to teach more than two (2) classes (40% FTE).

 $\underline{\text{K-12 Directors and High School Directors}}$ will not be scheduled to teach more than three (3) classes (60% FTE).

K-12 Directors, High School Directors, and Middle School Curriculum Coordinators with more than fifteen (15) employees may have the above teaching loads reduced by one (1) class, based on the needs of the department, as determined by the director and principal.

K-12 Directors

- Fewer than 8 staff members
- Between 8 and 14 staff members
- 15 or more staff members

High School Directors

- Fewer than 8 staff members
- Between 8 and 14 staff members
- 15 or more staff members

Middle School Curriculum Coordinators

K-12 Director of Health, Physical Education and Family Consumer Science

9. APPENDIX F. – Side Letters

As the Special Education Study Committee meets and negotiates items after 5/2/2016, those mutually agreed upon items will be brought forward for ratification by the Shrewsbury Education Association and the Shrewsbury School Committee as soon as practical.

Items with non-financial implications will be implemented as soon as possible after ratification, and those items with financial implications will be implemented in the next fiscal year.

APPENDIX A

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7		2%						
	Step	В	B-15	M	M-15	M-30	M-45	M-60
	1	\$45,760	\$47,894	\$50,750	\$52,642	\$54,708	\$57,059	\$58,664
	2	\$47,309	\$49,287	\$52,470	\$54,364	\$56,426	\$58,321	\$60,383
	3	\$48,857	\$50,921	\$53,504	\$55,912	\$57,976	\$60,040	\$61,759
	4	\$50,406	\$52,470	\$55,223	\$57,459	\$59,525	\$61,416	\$63,137
	5	\$51,955	\$54,017	\$56,770	\$58,837	\$60,900	\$62,966	\$64,684
	6	\$54,191	\$56,426	\$59,180	\$61,244	\$63,307	\$65,202	\$67,093
	7	\$58,147	\$59,867	\$62,792	\$64,410	\$66,921	\$68,986	\$70,705
	8	\$60,383	\$62,277	\$64,857	\$67,438	\$69,502	\$71,220	\$73,115
	9	\$62,620	\$64,512	\$67,609	\$69,674	\$71,739	\$73,632	\$75,350
	10	\$66,750	\$68,470	\$72,081	\$73,802	\$75,695	\$77,072	\$79,136
	11	\$71,103	\$72,995	\$76,092	\$77,985	\$80,222	\$82,114	\$84,351
	12	\$74,559	\$76,665	\$79,283	\$81,929	\$84,913	\$85,967	\$88,072
	13	\$78,794	\$80,900	\$83,518	\$86,165	\$89,148	\$90,201	\$92,307

2017-1

2%

Step	В	B-15	M	M-15	M-30	M-45	M-60
1	\$46,675	\$48,852	\$51,765	\$53,695	\$55,802	\$58,200	\$59,838

2	\$48,255	\$50,273	\$53,519	\$55,451	\$57,555	\$59,487	\$61,591
3	\$49,834	\$51,940	\$54,574	\$57,031	\$59,135	\$61,241	\$62,994
4	\$51,414	\$53,519	\$56,327	\$58,608	\$60,716	\$62,645	\$64,400
5	\$52,994	\$55,098	\$57,906	\$60,013	\$62,118	\$64,225	\$65,978
6	\$55,274	\$57,555	\$60,364	\$62,469	\$64,573	\$66,507	\$68,434
7	\$59,310	\$61,064	\$64,048	\$65,698	\$68,260	\$70,365	\$72,119
8	\$61,591	\$63,523	\$66,154	\$68,787	\$70,892	\$72,645	\$74,577
9	\$63,872	\$65,802	\$68,961	\$71,068	\$73,173	\$75,104	\$76,857
10	\$68,085	\$69,839	\$73,523	\$75,278	\$77,209	\$78,614	\$80,718
11	\$72,525	\$74,455	\$77,614	\$79,545	\$81,826	\$83,756	\$86,038
12	\$76,050	\$78,199	\$80,868	\$83,568	\$86,611	\$87,686	\$89,833
13	\$80,370	\$82,518	\$85,188	\$87,888	\$90,931	\$92,005	\$94,153

9

2%

Step	В	B-15	M	M-15	M-30	M-45	M-60
1	\$47,609	\$49,829	\$52,800	\$54,769	\$56,918	\$59,364	\$61,034
2	\$49,220	\$51,279	\$54,590	\$56,560	\$58,706	\$60,677	\$62,822
3	\$50,831	\$52,979	\$55,666	\$58,171	\$60,318	\$62,466	\$64,254
4	\$52,443	\$54,590	\$57,454	\$59,780	\$61,930	\$63,897	\$65,688
5	\$54,054	\$56,199	\$59,064	\$61,214	\$63,360	\$65,509	\$67,298
6	\$56,380	\$58,706	\$61,571	\$63,718	\$65,865	\$67,837	\$69,803
7	\$60,496	\$62,285	\$65,329	\$67,012	\$69,625	\$71,773	\$73,562
8	\$62,822	\$64,793	\$67,477	\$70,163	\$72,310	\$74,098	\$76,068
9	\$65,150	\$67,118	\$70,340	\$72,489	\$74,637	\$76,606	\$78,395
10	\$69,447	\$71,236	\$74,993	\$76,784	\$78,753	\$80,186	\$82,333
11	\$73,976	\$75,944	\$79,166	\$81,136	\$83,463	\$85,431	\$87,759
12	\$77,571	\$79,763	\$82,486	\$85,239	\$88,343	\$89,440	\$91,630
13	\$81,977	\$84,169	\$86,892	\$89,646	\$92,750	\$93,845	\$96.036

11. APPENDIX C

ep 2 Step	3 Step 4	Step 5	Step 6
051.60 \$7,95	4.78 \$8,588.4	7 \$9,492.68	\$10,239.76
192.63 \$8,113	3.88 \$8,760.2 ⁴	\$9,682.53	\$10,444.56
336.48 \$8,276	5.15 \$8,935.44		\$10,653.45
483.21 \$8,441			\$10,866.52
p 2 Step 3	Step 4	Step 5	Step 6
747.77 \$6,973	5.58 \$8,215.96		\$9,826.68
882.73 \$7,113			\$10,023.21
20.38 \$7,255			\$10,223.68
60.79 \$7,400			\$10,428.15
		-	
p 2 Step 3	Step 4	Step 5	Step 6
47.77 \$6,973	.58 \$8,215.96	\$9,080.63	\$9,826.68
82.73 \$7,113	.05 \$8,380.28		\$10,023.21
0			\$10,223.68
			\$10,428.15

K-12 Directo of Health, Physical Education and Family/ Consumer Science						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$9,258.2			-		
2015-16	6	\$9,980.68	\$10,830.77	\$11,517.52	\$12,421.75	\$13,168.84
	\$9,443.4					7 7
2016-17	3	\$10,180.29	\$11,047.39	\$11,747.87	\$12,670.19	\$13,432.22
	\$9,632.2			. , , , , , ,	+,079123	729,192.22
2017-18	9	\$10,383.90	\$11,268.33	\$11,982.83	\$12,923.59	\$13,700.86
	\$9,824.9			, ,	7-2,020:00	723,700.00
2018-19	4	\$10,591.58	\$11,493.70	\$12,222.48	\$13,182.06	\$13,974.88

^{*}Directors with more than 15 staff may have their teaching load reduced by 1 class (.2 FTE), based on the needs of the department, as determined by the director and principal.

APPENDIX D (EXTRA DUTY STIPENDS): the 2% increase each year applies to those stipends ratified in January of 2016.

This Memorandum of Understanding is subject to ratification by the Committee and the Association. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this day of _	December, 2016.
Shrewsbury School Committee	Shrewsbury Education Association Day J Chol

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