

MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Shrewsbury 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 the Shrewsbury Education Association, Unit B (“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, 2022-June 30, 2025.

All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from July 1, 2019-June 30, 2022 shall, except as modified by the terms of this Memorandum, be extended for a three-year period from July 1, 2022 through June 30, 2025.

All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the terms of the successor Agreements unless otherwise provided for in this document.

The Parties agree to make the below agreed “housekeeping” changes prior to publication of the successor agreement.

- a. Revise dates to reflect new duration dates as outlined above;
- b. Revise language to ensure gender neutral pronouns are used;
- c. **Article VI–EVALUATIONS:** Add the language as follows:

- i. **Review of Personnel File and Related Information**

An employee shall have the right to receive a copy of any document in the file or their entire file, which copy shall be made in the school offices by the School Department.

Article V, Leaves of Absence: Revise **Section C Sick Leave (3)** as follows:

- d. Unit B members may utilize up to eight (8) days of their earned sick leave per year to care for sick members of their immediate families

Article XII–Leave

- e. **Sick Leave Upon Retirement (2)**. Change the language as follows:

- i. Such contribution shall be made in the amount of **\$850** to be paid in the second October payroll in the year in which the Unit “B” employee attains professional status.

Article XII–Leave

- f. Insert (1) (1) as follows:

- i. If an emergency concerns the health of an employee's immediate family member (parents, spouse, or child), or that immediate family member is experiencing a significant illness, once the employee has utilized all available Family Sick Days, the Superintendent, upon request of an employee, and at his or her discretion, may combine the employee's earned and unused Personal Days with the employee's earned and

unused Sick Days to allow for use of up to a maximum of thirty (30) ~~consecutive~~ days as additional Family Sick Days.

In such cases, if the employee has fewer than thirty (30) earned and unused Personal and Sick Days, and the employee is eligible for the Sick Leave Bank, the employee may apply to the Sick Leave Bank to request days to be used as Family Sick Days in combination with any remaining earned and unused Personal and Sick Days to reach the amount of days approved by the Superintendent, up to the maximum of thirty (30) ~~consecutive~~ Family Sick Days. The vote of the Sick Leave Bank Committee shall be final and not subject to grievance or arbitration. Any days utilized as part of this maximum of thirty (30) ~~consecutive~~ Family Sick Days will run concurrently with any approved Family Medical Leave (FMLA).

g. **E. (1) (2) Sick Leave Bank: Revise the Sick Leave Bank, Section (1), (2) as follows:**

- i. The employee may apply to the Sick Leave Bank to request days to be used as Family Sick Days in combination with any remaining earned and unused Personal and Sick Days to reach the amount of days approved by the Superintendent, up to the maximum of thirty (30) ~~consecutive~~ Family Sick Days. The vote of the Sick Leave Bank shall be final and not subject to grievance or arbitration. Any days utilized as part of this maximum of thirty (30) ~~consecutive~~ Family Sick Days will run concurrently with any approved Family Medical Leave (FMLA).

The Parties agree that Human Resources will send a communication to employees once they have exhausted all their family sick leave days under Article XII, Section E (1) (1) and (2), which would allow for additional family sick days if they have a qualifying reason. Administration will also work with buildings to ensure that consistent reporting practices are in place regarding the tracking of family sick days.

Article XII, Leaves, add the following language by adding the following language as a new item:

- h. **A member of Unit B who has been approved for, and utilizing, leave from the Sick Leave Bank on an ongoing basis because of an ongoing illness, and who is now medically approved to return to work, will be able to request to continue to use Sick Leave Bank time on an intermittent basis for absences required by the need for continued treatment. Any Unit A member seeking to use leave under this section must provide documentation from a medical provider that such treatment is required and prevents them from working a full schedule. Sick Bank leave under this section will be granted upon approval of the Sick Leave Bank Committee and with the approval of the Superintendent, if in the judgment of the Superintendent, the leave is in the best interest of students.**

Article XII, Leaves, add the following language by adding the following language as a net item:

- i. Employees covered by this Agreement, who are members of any unit of the U.S. Reserves or the state National Guard and who are called to duty for their annual temporary active duty training shall receive pay for the difference between their regular pay and the pay which they receive from the state or federal government, provided such temporary active duty cannot be fulfilled on days when school is not in session. There will be a maximum of ten (10) days per school year per employee granted under this provision.

An employee who is required to extend the active duty beyond ten (10) days will be placed on military Leave Without Pay. Upon return from such leave, the employee shall be placed in a position similar to the position held at the time the Leave commenced.

Should the Town of Shrewsbury adopt a Military Leave policy that provides a greater paid leave benefit than what is included in this Section, bargaining unit members shall be able to access the paid military leave benefits offered by the Town of Shrewsbury for so long as those benefits are actively offered to Town of Shrewsbury employees.

Article VI-Evaluations. Add a new paragraph (B) and (C) as follows:

- j. (B) The Parties understand that the Department of Elementary and Secondary Education (DESE) will issue, from time to time, revised rubrics to be used for educator evaluation purposes. Upon the publication of a revised rubric by DESE and if, after three (3) meetings between the Superintendent and his/her designees and the Unit B representative(s) to discuss adoption of any new DESE rubric(s), if the parties cannot agree to implement the DESE rubric(s) "as is," or cannot agree upon a mutually agreed upon modification to the rubric(s) that meets the DESE standards, then the DESE rubric(s) shall be implemented "as is."
- k. (C) For purposes of the above newly added Employee Evaluation language, the Parties agree that the 2018 rubric will be implemented during the 2022-2023 or 2023-2024 school year depending on when the educator is in completing their evaluation cycle to prevent rubrics being changed in the middle of an evaluation cycle.

Article II: Salaries (C) Amended as follows, effective July 1, 2022


- l. SAT Preparation Coordinator for the high school
 - i. July 1, 2022 **\$3,500**
 - ii. July 1, 2023 **\$3,500**
 - iii. July 1, 2024 **\$3,500**
- m. Saturday Detention Program for the high school
 - i. July 1, 2022 **\$3,540**

- ii. July 1, 2023 **\$3,540**
- iii. July 1, 2024 **\$3,540**
- n. MCAS Prep Course Coordinator for the high school
 - i. July 1, 2022 **\$1,030**
 - ii. July 1, 2023 **\$1,030**
 - iii. July 1, 2024 **\$1,030**
- o. Assistant Principal Sub Caller for the high school
 - i. July 1, 2022 **\$3,000**
 - ii. July 1, 2023 **\$3,000**
 - iii. July 1, 2024 **\$3,000**

Article III Conditions of Employment

- p. B Work Year
 - i. Work Days:
 1. School year 2022-2023 Increase all Assistant Principal steps by **3%**
 2. School year 2022-2023 Increase the Athletic Director at Step 10 to \$130,951. All other steps will be increased at a similar proportion.
 3. School year 2023-2024 Increase all Assistant Principal steps by **3% and Athletic Director steps by 3%**
 4. School year 2024-2025 Increase all Assistant Principal steps by **3% and Athletic Director steps by 3%**
 5. No change to # of days worked at any level for Assistant Principals. The Athletic Director will increase to 220 days per year.
- q. D Work from Home: Add the following paragraph:
 - i. **Unit B members can work up to a maximum of five "plus" days (beyond the standard teacher work year) from home per year, with the dates to be approved by the Principal. If circumstances warrant, Principals have the flexibility to approve additional work from home "plus" days in consultation with human resources management.**
 - ii. The Athletic Director, with the approval of the Principal of the High School, may arrive any time up until 10:00 a.m. in the morning after his, her, or their full working day ran later than 9 p.m. the night before.

For the Shrewsbury Education Association, Unit B/Date

 5/24/22

For the Shrewsbury School Committee/Date

Sandra M. Faye 8-24-22

