

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 (“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 August 25, 2019 through August 24, 2022.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from August 25, 2016 to August 24, 2019 shall, except as modified by the terms of this Memorandum, be extended for a three-year period from August 25, 2019 through August 24, 2022.
2. All references to dates in the successor Collective Bargaining Agreement shall be changes to reflect the terms of the successor Agreements unless otherwise provided for in this document.
3. The Parties agree to make all agreed “housekeeping” changes prior to publication of the successor agreement. These agreed upon “housekeeping” changes are attached hereto.
4. Article III, Section E **Working Conditions**, subsection 2, replace the current first paragraph on page 9, which reads:

Every effort will be made to provide classroom teachers at the elementary level with one (1) common planning period per week. This is in addition to the guaranteed five (5) individual preparation periods.

With the below new language:

By the end of the third week of October, each elementary school will provide options for teacher-directed collaboration time for elementary educators that will be optional on a sign-up basis. This time will be scheduled during student arrival and/or dismissal time through the alternative supervision of students in order to minimize impact on student instructional time. Scheduling of these collaboration times will be at the principal's discretion, in consultation with the building Association representatives, as well as other staff as determined by the principal. Modifications to the schedule may be made due to the school calendar, testing schedule, and staff availability. It is understood that each elementary school will have a unique schedule due to the various demands of the schedule and availability of staff. Every effort will be made to provide equitable access to staff who wish to access these collaboration times. It is understood that other times for collaboration may be made available by the principal for other purposes. This is in addition to the guaranteed five (5) individual preparation periods.

5. Article III, Section E **Working Conditions**, add a new subsection 2(c), which shall read as follows:

It is understood, however, that unforeseen emergencies may arise and in these instances the administration may assign the teacher an alternate assignment on what would ordinarily be his prep period. Special situations including, but not limited to IEP meetings, special programming/schedule, state testing, and student emergencies may arise that require the teacher to use another available block/period during the day for his prep period. When possible, in these special situations the administration will provide the teacher with at least five (5) days advance notice of the need to use the designated prep period. It is understood that teachers, especially in team teaching situations, may elect to change their schedule, including prep period times, to accommodate the needs of the specific team – these situations are exempt from the following requirement of designating a specific period as the prep period. Also, when teachers agree among themselves to provide coverage for one another there will be no violation of the spirit of the following language regarding the designation of the prep period.

A non-teaching period is defined as a period of the student day where teachers are not responsible for direct instruction of students and may be used for meetings, collaboration, or duties as determined by the building principal. Any teacher who has more than one non-teaching period in their daily schedule will have one of those periods designated as their prep by September 15th.

If Allied Arts and Foreign Language teachers at the Middle Level (grades 5-8), are required to teach six (6) out of eight (8) or more class periods per day, one (1) non-teaching period per 6-day cycle will be designated as a collaboration period, one (1) non-teaching period per 6-day cycle will be designated as an administration

meeting, and four (4) non-teaching periods may be used for planning, grading, curriculum development, collaboration, travel time or other duties related to their teaching responsibilities.

6. Article V, Section A **Personal Days**, revise current language to read as follows:

Each employee shall be permitted three (3) Personal Days with pay each school year to be used for personal, legal business, household, medical or family matters, or non-recurring significant events which require the individual to be absent. Advanced notice is given whenever possible. Personal days shall not be taken for ~~recreational and/or leisure activities~~ **vacation**.

- (1) Each employee shall be permitted three (3) Personal days without reason and unused days may be added to sick leave accumulation at the end of the school year.
- (2) No contract guaranteed Personal Day shall be denied for personal, legal business, household, medical or family matters, **or non-recurring significant events** which require the individual to be absent.
- (3) Personal Days may not be taken prior to or immediately following a vacation or holiday except in case of an emergency and to be approved **by the principal; or for non-emergency personal, legal business, household, medical or family matters, or non-recurring significant events upon approval** of the Superintendent of Schools **or designee, with advance notice of 30 calendar days**.

The advance notice may be waived by the Superintendent if the situation is deemed warranted. Multiple consecutive non-emergency personal days that include the day prior to or immediately following a vacation or holiday will require approval of the Superintendent of Schools or designee with 30 calendar days advance notice.

There will be a maximum limit of five percent (5%) of professional (SEA) staff per school allowed to take non-emergency personal days prior to or immediately following a vacation or holiday, unless an exception is granted by the Superintendent of Schools or designee. Personal day requests described in this section must include the reason for the request.

- (4) A personal day may be requested for Good Friday when Good Friday is a scheduled work day. However, there will be a maximum limit of ten percent (10%) per school of the professional (SEA) staff allowed to take such personal day on Good Friday based on the order of the requests.

7. Article V, Section B **Temporary Leaves of Absence with Pay**, subsection 3 shall be amended as follows:

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, **stepparent**, parent-in-law, **step-parent-in-law**, grandparent, **step-grandparent**, grandchild, **step-grandchild**, wife, husband, domestic partner, child, stepchild, brother or sister, **step-sibling**, **fiancée**, 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, **aunt or uncle**. One (1) day shall be provided in the event of the death of an extended family member not listed above. If needed, additional bereavement days **may be requested through a request to the human resources department, and approved by the Superintendent of Schools or designee.**

If bereavement time is requested for someone not listed in the contract, **a request may be made to the human resources department and may be approved by the Superintendent of Schools or designee as bereavement or as personal time.**

8. Article V, Section C **Sick Leave**, subsection 2(b), revise the language as follows:

Employees may utilize up to ~~five (5)~~ **seven (7)** days of their earned sick leave per year to care for sick members of their immediate families. ~~In cases where the circumstances would qualify for FMLA Leave, an additional three (3) days may be utilized.~~

9. Article V, Section E **Combining Sick Leave Days and Personal Days**, delete current language and replace with the following new language:

In the case of an emergency situation, upon request of an employee, the Superintendent may combine earned and unused Personal Days and Sick Days and, at his or her discretion, apply them against days lost due to the emergency.

If an emergency concerns the health of an employee's immediate family member (parent, 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).

10. Article V, Section F **Sick Leave Bank**, add the below language as a new subsection 2 and renumber the remaining subsections:

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).

11. Appendix A, **Employee (S.E.A.) Pay Scales**, adjust the pay scales as follows:

School Year 2019-2020 (August 25, 2019-August 24, 2020): Increase all steps and lanes by 2.2%

School Year 2020-2021 (August 25, 2020-August 24, 2021): Increase all steps and lanes by 2.9%

School Year 2021-2022 (August 25, 2021-August 24, 2022): Increase all steps and lanes by 2.0%

The salary tables are attached hereto.

12. Appendix B, C, D, and all Stipendiary Positions: Increase all amounts by 1.0% each year of the contract
13. Appendix B, **Athletic Coaching Stipends**, all assistant coach positions that could be included for either a boys or a girls team will be labeled B/G, just as the varsity coach would be. Head and assistant coach positions that could be for either a boys, girls, or a co-ed team (such as skiing or swimming) will be noted as such, e.g., "Swimming Head Coach (B/G/Co-Ed)".

14. Appendix B, add the following language at the end of the Appendix:

In order for a new paid coaching or assistant coaching position to be considered the Director of Athletics must present the position to the principal of the school and the principal of the school must first approve the new coaching or assistant coaching position.

Factors a principal might consider could include:

- **Educational benefit to students**
- **Interest/demand for the sport**
- **Student safety**
- **The principal's professional judgement**
- **Details provided to the principal by the Director of Athletics**
- **Any other factor the principal deems important to consider**

Once it has been determined by the principal that a new paid coaching or assistant coaching position should be approved in a particular school year, the SEA and the Shrewsbury School Committee or their designee shall negotiate the amount of the stipend.

15. Appendix C, **Department Directors' Salary Schedule**, change subsection C as follows:

A) Change title of section to "**C. Definition of Roles, Work Year and Work Hours**"

B) Add new language prior to current first paragraph:

The positions covered by Appendix C include the following roles in existence as of the 2019-2020 school year:

Group I: K-12 Directors (includes multiple grade spans)

Director of English Language Education

Director of Foreign Language

Director of Instructional Technology & Media Services

Director of School Nursing

Director of Performing Arts

Director of Special Education – Specialized Programs

Director of Visual Arts

Group II: Single Grade Level Span Directors

Director of English (Grades 9-12)

Director of Mathematics (Grades 9-12)

Director of School Counseling (Grades 9-12)

Director of Science & Engineering (Grades 9-12)

Director of Social Sciences (Grades 9-12)

Director of Special Education (Grades Preschool-Grade 4)

Director of Special Education (Grades 5-8)

Director of Special Education (Grades 9-12)
Director of Title I Services (Grades Preschool - Grade 4)

Group III: Middle Level Curriculum Coordinators
Coordinator of English Language Arts (Grades 5-8)
Coordinator of Mathematics (Grades 5-8)
Coordinator of Science & Engineering (Grades 5-8)
Coordinator of Social Studies (Grades 5-8)

Group IV: K-12 Director(s) Overseeing Three or More Subjects
Director of Health, Physical Education, & Family Consumer Science

If a new Unit A supervisory position is added to the district during the term covered by the contract, the administration will consult with the SEA leadership regarding the Group in which the position will be included prior to making that determination.

C) Delete all language currently on page 49, which would be all language in subsection C, and replace with the following:

The work year for all directors/coordinators shall be ten (10) days beyond the teacher work year. The directors/coordinators will work the scheduled teacher year plus their allotment of ten (10) administrative days, which shall be scheduled in consultation with their supervisor(s).

Directors/Coordinators may request additional administrative work days from the Superintendent to complete their leadership duties, such as for special projects or extraordinary personnel activity. Such days will be requested and approved or declined in writing in advance of working the days. Approved additional administrative work days will be paid at the director's/coordinator's per diem rate. Any additional days worked beyond the ten (10) allotted administrative work days without express written approval from the Superintendent may not be compensated.

The work day for all directors/coordinators shall be the length of the teacher day and whatever additional time is necessary for the performance of their duties.

The scheduling of teaching responsibilities for directors and coordinators will be determined by the principal(s) and/or Central Office administration, in consultation with the director/coordinator regarding the needs of their department.

A director/coordinator who is responsible for supervising fewer than eight (8) Unit A educators as a primary evaluator in a particular school year will be required to teach at least the equivalent of 20% FTE (one full-year class or two semester classes), but will not be scheduled to teach more than the equivalent of 60% FTE (three full-year classes or six semester classes) during that school year.

A director/coordinator who is responsible for supervising eight (8) to twenty (20) Unit A educators as a primary evaluator in a particular school year will be required to teach at least the equivalent of 10% FTE (one semester class), but will not be scheduled to teach more than the equivalent of 40% FTE (two full-year classes or four semester classes) during that school year.

A director/coordinator who is responsible for supervising more than twenty (20) Unit A educators as a primary evaluator in a particular school year will be required to teach at least the equivalent of 10% FTE (one semester class), but will not be scheduled to teach more than the equivalent of 20% FTE (one full year class or two semester classes) class during that school year; further, the Central Office administration, in consultation with the principal(s) and the director/coordinator, may determine that a director/coordinator who is responsible for supervising more than twenty (20) Unit A educators as a primary evaluator shall have no teaching responsibilities in a particular school year.

It is understood that, due to different program administrative responsibilities, the minimum and maximum class equivalent teaching responsibilities listed above do not apply to Directors of Special Education, English Language Education, School Nursing, and Director of Title I Services. Because of responsibilities that include participating in IEP team meeting processes when necessary; attending to the hiring and supervision of paraprofessionals; securing nursing substitutes; coordinating or administering mandated testing and health screenings; determining and scheduling mandated services; and other duties related to Special Education, English Language Education, School Nursing, and Title I Services functions, the Central Office administration, in consultation with school principals and the directors, may determine that Special Education, English Language Education, School Nursing, and Title I Services Directors will have limited or no direct teaching or direct student service responsibilities.

D) Change the titles of the headings on the stipend schedules on p. 50 and 51 to match the Group I through IV titles listed in B above. The current two versions of the “**Group II: High School Directors**,” one with 8 or more and one with fewer than 8, will be labeled as “**Group IIA: Single Grade Span Directors with 8 or more staff members**” and “**Group IIB: Single Grade Span Directors with fewer than 8 staff members**.”

E) In recognition of the increased administrative workload due to the educator evaluation system, all stipends listed on p. 50 and p. 51 will be increased by \$500 effective at the start of the 2019-2020 school year, and by an additional \$500 effective at the start of the 2020-2021 school year. This amount will be added after the 1% COLA adjustment is applied in each year.

F) Add the following language to the overall contract MOA (not to the master contract):

The following adjustments will be made to the Educator Evaluation agreement between the parties:

Group I, II, and IV Directors listed in Appendix C will be the primary evaluators of all Unit A members in their respective departments. However, If the number of Unit A members for whom a Special Education, English Language Education, or School Nursing Director is the primary evaluator exceeds 20 individuals, the Central Office administration, in consultation with the **SEA (per page 6, section I of the Educator Evaluation Agreement)**, principal(s) and the director, may shift of some primary evaluator responsibilities from the director to a principal or assistant principal.

Beginning in the 2019-2020 school year, at Oak Middle School, Group III Middle Level Curriculum Coordinators will be the primary evaluator for at least 50% of Unit A educators in their respective subject areas and will serve as a secondary evaluator for all Unit A educators in their respective subject areas for whom they are not the primary evaluator, where the principal or assistant principal is the primary evaluator.

At Sherwood Middle School, there will be no change to the current arrangement during the 2019-2020 school year, where principals/assistant principals will serve as primary evaluators of Unit A team teachers and Middle Level Curriculum Coordinators will serve as secondary evaluators. In the 2020-2021 school year, Middle Level Curriculum Coordinators will serve as the primary evaluator for at least one Unit A team teacher in both Grade 5 and Grade 6 (total of two per Curriculum Coordinator). Starting with the 2021-2022 school year, Middle Level Curriculum Coordinators will be primary evaluators for 25% of Unit A team teacher in their respective subject areas. They will be scheduled as secondary evaluators for Unit A educators in their respective subject areas for whom the principal or assistant principal is the primary evaluator, with the understanding that a) no Sherwood Middle School team teacher will have Middle Level Curriculum Coordinators as both primary and secondary evaluators in the same evaluation cycle, and b) each coordinator will consult on the evaluation of any Unit A educator at Sherwood Middle School who teaches in their subject area when they are not the primary or secondary evaluator for that educator.

16. Appendix B and D, make the following changes to the stipends:

- Middle School Yearbook Advisor and Assistant Yearbook Advisor for Sherwood will be combined into on ***"Sherwood Yearbook Advisor"*** Stipend in the amount of \$1,736.
- **MS Yearbook Advisor** and **MS Assistant Yearbook Advisor** will be changed to *Oak Yearbook Advisor and Oak Assistant Yearbook Advisor* – stipends for both remain the same.
- Change the name of **Science Club** to ***Science Team***; remains at same rate
- Change two separate lines for **Excelsior Art** and **Excelsior Writing** at \$292 each to just ***"Excelsior"*** at a stipend rate of \$584
- Add ***Assistant*** to Math Counts currently in the contract at a rate of \$352 at each middle school

Add:

- Making HERstory (formerly All Hands on Deck/Girls Up) \$292
- Computer Club \$292
- Biology Club \$292
- Calligraphy Club \$292
- Marine Biology Club \$292
- Improv Club \$394
- Ultimate Frisbee \$292
- Astronomy Club \$292
- Business Club \$292
- Film Making Club \$292
- Henna Club \$292
- Martial Arts Club \$394
- SHS Medical Club \$292
- MCAS Prep English \$540
- MCAS Prep Science \$540
- MCAS Prep Math \$540
- e-Sports Fall \$706
- e-Sports Spring \$706
- National Social Science Honor Society (to match others) \$1057
- Reality Check Financial Literacy Fair \$1250
- Add National English Honor Society at \$1057
- Add intramural ski club at the high school level (same rate as middle level - \$20.06 per hour)
- Add ***Math Counts Lead*** at a rate of \$706 at each middle school

Remove:

- SHS Academic Decathlon \$1408
- SHS DREAM Team Advisor \$706
- SHS Quill and Scroll Honor Society \$1057
- SHS Remove 2 of the 4 Senior Exhibition Advisors at \$394 each
- SHS Sports Management \$706
- SHS Varsity Math Team Coach remove 1 of the 2 \$846
- SHS Red Cross Trainers \$292 (paid hourly, shouldn't be on stipend list)
- OMS Knowledge Master Open \$352
- OMS Saturday School hourly
- OMS Student Voice Advisor \$352 X 2
- OMS Student Voice (separate line) \$352
- OMS Student Outreach \$352

Change Stipend/Name:

- SHS First Robotics Head Coach from 2701, 2755, 2810 to flat \$7104
- OMS First Lego League Head Coach from 0 to \$1336
- SHS Coordinator Senior Exhibition changed to CAPSTONE coordinator, stipend same
- SHS Senior Exhibition Advisor changed to CAPSTONE advisor (2), stipend same
- SHS High school activities coordinator currently \$3600, reduce to \$1800

- SHS Freshman Math Team Coach from \$775 to \$846
- SHS Yearbook Advisors from \$3514 to \$3764 (2)
- OMS Community Service and Leadership (replaces Student Advisor) \$680

Change Stipend (mistake):

- All National Honor Society at \$1057 (some mistakenly listed at \$1054)

Athletics:

- SHS Cheerleading Head Coach and Assistant Coach matches Gymnastics (wasn't changed in last final printing)
- SHS JV Golf Coach (64% of steps for Head Coach)
- All Middle Level Sports Coach \$1495, \$1643, \$1793, \$1942, \$2091 except intramurals
- All Middle Level Sports Assistant Coach \$747.50 (50% at each step)
- SHS Add Unified Track Head Coach for SHS \$1856
- SHS Add Unified Track Assistant Coach for SHS \$1276

Performing Arts:

- Add Oak Select Orchestra at a rate of \$1659
- Add HS Chamber Orchestra at a rate of \$1761

17. Appendix D, add the following language at the end of the Appendix:

In order for a new club or activity at any school, including intramural sports, to be considered for a stipend in a particular year, the principal of the school must first approve the new club or activity for a two-year trial period to determine the viability of that club or activity.

Factors a principal might consider could include:

- **Educational benefit to students**
- **Frequency of meetings**
- **Projected numbers of students involved**
- **The principal's professional judgement**
- **Details provided to the principal by a staff member, student, or parent proposing the club or activity**
- **Any other factor the principal deems important to consider**

Once it has been determined by the principal that a new club or activity shall be approved to run in a particular school year, the payment shall be as follows:

Year one: Unpaid

Year two: \$100 for the year

Year three: The SEA and the Shrewsbury School Committee or their designee shall negotiate the amount of the stipend in advance of the beginning of year three. The Year One and/or Year Two phases may be waived by the principal.

18. Appendix E, **New Employee Mentoring/Orientation**, delete the current language and replace with the below language:

Both parties recognize the need to properly orient Bargaining Unit Members to the requirement and expectations of the Shrewsbury Public Schools over the course of the first three years of employment. In recognition of this need, therefore, it is agreed as follows:

1. There will be an orientation program for Bargaining Unit Members prior to the start of the school year. The length of the orientation program will be up to two days. The SEA will be informed of the specific days of the orientation program prior to the end of the school year. At the time of hire the Bargaining Unit Members will be informed of the dates and the responsibility to attend the orientation program. Attendance at the orientation program is a professional obligation. There is no compensation associated with attendance at the orientation program.

2. The President of the SEA (or designee) will be provided time on the orientation program agenda to address the Bargaining Unit Members. This time will also allow for the review and completion of paperwork required to process SEA membership.

3. Prior to orientation, the SEA will be provided with a list of the names and school department of each of the Bargaining Unit Members.

4. In addition to these orientation-related activities, all Bargaining Unit Members will be assigned a mentor to assist the new employee in their first three years of employment in the district. The mentor program and responsibilities will be part of the new staff orientation program. No later than at the new staff orientation meetings, a schedule of required after-school mentor / Bargaining Unit Members district-wide meetings will be provided to each Bargaining Unit Members. Mentors will be scheduled to attend one of the two Bargaining Unit Members orientation days. A mentor who is unable to attend the orientation day session due to personal and/or family scheduling conflicts must inform the Director of Human Resources of the anticipated absence.

5. Districts are required by the Department of Education to develop and offer a Employee Induction Program that is designed to support Bargaining Unit Members in their entry to the profession for the first three years of employment. Induction programs must include ongoing orientation and provide mentors who will work with new Bargaining Unit Members.

6. Mentor Employee Responsibilities: Provide one-to-one support to a Bargaining Unit Members by meeting for a minimum of ten formal meetings and being available to provide support as needed; participate in mentor training and Bargaining Unit Members orientation (see item 4 above); arrange for Bargaining Unit Members to observe classes of master employees; complete five peer observations and provide informal feedback to the new staff member.

7. In addition to mentor / Bargaining Unit Members activities associated with the new staff orientation program, the number of district-wide after-school meetings for mentors and Bargaining Unit Members will not exceed four (4) per year. The total number of hours for the four meetings will not exceed ten (10) Hours. Attendance at these meetings is a professional responsibility of the Bargaining Unit Members and there is no compensation associated with such attendance for the Bargaining Unit Members. PDP's will be granted to Bargaining Unit Members for attendance and completion of work product in the form of a reflective journal.

8. The mentor program planning committee will include representation from the SEA and Mentor Program Coordinators. Among the responsibilities of the planning committee is to make necessary adjustments in the mentor program to best meet the needs of both Bargaining Unit Members and mentors. Attempts will be made to differentiate the mentor program for those new staff that are new to both Shrewsbury and teaching versus those educators who are experienced and primarily need information relative to the practices and policies associated with the Shrewsbury Public Schools.

9. As required by the Department of Secondary and Elementary Education, individuals who serve as mentors are required to receive training as a mentor during summer orientation for new Bargaining Unit Members. It is agreed that this initial training will not need to be duplicated for each year the individual serves as a mentor. Individuals who complete the mentor training program will be compensated at the after-school professional rate. Mentors will attend up to four (4) Mentor / District Meetings and ongoing meetings with the new Bargaining Unit Members. Mentors and Bargaining Unit Members will be compensated for any additional after-school meetings called by the administration.

10. Mentors will be responsible for providing support to the Bargaining Unit Member for such activities as:

1. Attend one full day training/ orientation in August
2. Participate in one after school mid-year retreat

3. Complete Induction/Mentoring Meeting & Observation Logs on an ongoing basis
4. Provide instructional, professional, and personal support.
5. Maintain a confidential relationship with the new teacher.
6. Participate in a support process for maintaining a mentor/mentee relationship
7. Serving as a liaison and resource by connecting Bargaining Unit Members to other district and/or community resources, as needed

11. Facilitators/Presenters at the mentor training sessions, orientation, sessions or District-wide meetings will be compensated at the Professional Development Presenters stipend range as outlined in Appendix D for time presenting and preparing.

12. Compensation for mentors of year 1 bargaining members will be:

- \$ 700 for one (1) year 1 Bargaining Unit Member
- \$1,100 for two (2) year 1 Bargaining Unit Member

13. Compensation for Building-Based Mentors of year 2 and/or year 3 Bargaining Unit Members will be:

- \$300 for 1 Bargaining Unit Member in Year 2 or Year 3
- \$500 for 2 Bargaining Unit Members in Year 2 and/or Year 3
- \$600 for 3 Bargaining Unit Members in Year 2 and/or Year 3
- \$700 for 4 or more Bargaining Unit Members in Year 2 and/or Year 3

It is understood that if a building has more than 5 year two and year three Bargaining Unit Members, they will be shared across multiple Building-Based Mentors.

14. Compensation for Mentor Program Coordinator(s) will be:

- \$1,000 for each Mentor Program Coordinator

15. Mentor / Bargaining Unit Members matches will be made as soon as possible after the hire of the new employee. Mentors should have professional status, be of the same discipline and grade level as the new employee if at all possible.

16. Building Based Mentors will be responsible for providing support to the Bargaining Unit Members in years two and three of employment for such activities as:

1. Mentor all second year and third year educators in assigned building(s)
2. Meet at least monthly with second year educators in a group setting
3. Coordinate a book study for year three educators that will include monitoring monthly online postings
4. Assist second year and third year educators in documenting hours needed to attain professional licensure
5. Communicate with department chairs, curriculum coaches and school administrators to support the needs of second year and third year teachers
Attend up to a full-day Mentor Training in August and one, two-hour mid-year Mentor Retreat

19. The Parties agreed to the Memorandum of Agreement attached hereto at Exhibit 1.

For the Shrewsbury Education Association

For the Shrewsbury School Committee

Date

Date

1135292v1

Housekeeping Items

Page 1:

- Article 1: A. Parties - *Change date*

Page 2:

- Article 1: D. Recognition
 - Change title in g. Director of Special Education and Pupil Personnel Services to *Assistant Superintendent for Student Services*
 - Change title in h. Director of Business Services to *Assistant Superintendent of Business Services*

Page 3:

- Article II: C. Payroll Deductions
 - (3) Add "in writing" after employee in the first sentence: Dues for the NEA, MTA and the Shrewsbury Education Association, when authorized individually and voluntarily by an employee *in writing*, will be deducted each pay period.....

Page 4:

- Article II: C. Payroll Deductions
 - (7) Change January 1 for the following year to "*prior to the first day of school*" for the following year

Page 4:

- Article II: C. Payroll Deductions
 - (8) After the word "authorize" in the second sentence, add "*in writing*"

Page 5:

- Article III: B. Work Day
 - *2018: Fix font and punctuation*

Page 7:

- Article III: C. Work Year
 - (1) Change "Coordinator of Pupil Services for 766 Specialist" to *Assistant Superintendent for Student Services*.
 - (1) Update "*The work year shall be as follows*" *dates* to reflect agreement

Page 11:

- Article III: H. Promotions
 - (1) (c) typo, need to insert "*c*" - (*this same typo appears throughout contract and needs to be corrected – any place there should be a "c", it appears as an "I"*)

Pages 13 and 14:

- Article III: L. Agency Service Fee
 - *REMOVE entire section*
 - *Re-letter remainder of section*

Page 15:

- Article IV: C. Tuition Reimbursement
 - (1) insert the word "a" prior to the word "maximum" in the first sentence

Page 22:

- Article V: F. Sick Leave Bank
 - (12) Quarterly reports on Sick Leave Bank usage made by Sick Leave Bank to School Committee – *Remove School Committee (continue to submit reports to Association and Superintendent)*

Page 24:

- Article V: G. Extended Sick Leave Bank
 - (5) *A study committee will be formed in the Fall of 2010 to explore the establishment of a long-term disability plan to replace the Extended Sick Leave Bank - REMOVE*

Page 26:

- Article V: J. Jury Duty
 - Remove "*Provided that where applicable the employee involved uses his/her best efforts to be excused*" from the beginning of the first sentence (encourage civic duty)

Page 27:

- Article VI: Employee Evaluation
 - *Educator Evaluation final agreement needs to be affixed to the main contract as Appendix G*

Page 30:

- Article VIII: Miscellaneous
 - D. Practice Teaching - Change to "*Student Teaching*"

Page 31:

- Article VIII: Miscellaneous
 - G. Bargaining During the Contract - *Dates need to change to reflect current dates*

Page 31:

- Article VIII: Miscellaneous
 - 2018 Amendment to this Agreement – *Correct FONT*

Page 32:

- Article IX: Grievance and Arbitration
 - Level 2: 2018 – *Correct FONT*

Page 34:

- Article X: Health and Safety
 - E. "Each spring, the Health and Safety Committee will present an annual report to the Committee" - *Keep in and institute a spring report out*

Page 37:

- Article XIII: Duration
 - *Update contract dates and signatures*

Pages 38 - 40:

- Appendix A: Pay Scales – *update with new pay scales per agreement*

Pages 41 - 48:

- Appendix B: Pay Scales, Athletic Activities Salary Schedule - *update with new pay scales per agreement*

Pages 49 - 51:

- Appendix C: Department Directors' Salary Schedule - *update with new pay scales per agreement*

Pages 51 - 57 :

- Appendix D: Extra Duty Assignments Salary Schedule - *update with new pay scales per agreement*

Page 58:

- Stipendiary Positions
 - *Change dates and adjust stipends per COLA agreement*

Page 59:

- Special Education Lead Employees
 - *Change amounts per COLA agreement*
 - *Add School Psychologist to list of lead employees*
 - *Remove "Lead Nurse" (We now have a Director of Nursing)*

Pages 60 - 61:

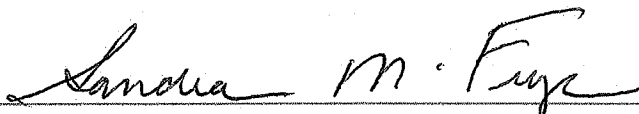
- Appendix E: New Employee Mentoring/Orientation
 - *Revise mentoring language to reflect current practice*
 - *Add year 2 & 3 of mentoring*
 - *Update compensation for mentors*

Page 62:

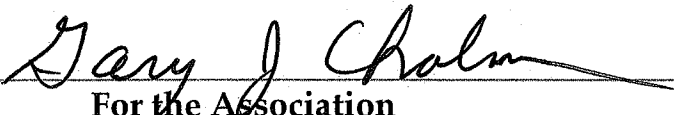
- Appendix F: Side Letters
 - *Remove first 2 paragraphs related to Special Education Study Committee*

Page 64:

- Special Education Testing
 - *Remove section*



For the School Committee



For the Association

2019-2020							
Step	B	B-15	M	M-15	M-30	M-45	M-60
1	\$48,656	\$50,925	\$53,962	\$55,974	\$58,170	\$60,670	\$62,377
2	\$50,303	\$52,407	\$55,791	\$57,804	\$59,998	\$62,012	\$64,204
3	\$51,949	\$54,145	\$56,891	\$59,451	\$61,645	\$63,840	\$65,668
4	\$53,597	\$55,791	\$58,718	\$61,095	\$63,292	\$65,395	\$67,133
5	\$55,243	\$57,435	\$60,363	\$62,561	\$64,754	\$66,950	\$68,779
6	\$57,620	\$59,998	\$62,926	\$65,120	\$67,314	\$69,329	\$71,339
7	\$61,827	\$63,655	\$66,766	\$68,486	\$71,157	\$73,352	\$75,180
8	\$64,204	\$66,218	\$68,961	\$71,707	\$73,901	\$75,728	\$77,741
9	\$66,583	\$68,595	\$71,887	\$74,084	\$76,279	\$78,291	\$80,120
10	\$70,975	\$72,803	\$76,643	\$78,473	\$80,486	\$81,950	\$84,144
11	\$75,603	\$77,615	\$80,908	\$82,921	\$85,299	\$87,310	\$89,690
12	\$79,278	\$81,518	\$84,301	\$87,114	\$90,287	\$91,408	\$93,646
13	\$83,780	\$86,021	\$88,804	\$91,618	\$94,791	\$95,910	\$98,149
COLA	2.2	multiplier	1.022				
2020-2021							
Step	B	B-15	M	M-15	M-30	M-45	M-60
1	\$50,067	\$52,402	\$55,526	\$57,597	\$59,857	\$62,429	\$64,186
2	\$51,762	\$53,927	\$57,409	\$59,481	\$61,737	\$63,810	\$66,066
3	\$53,456	\$55,715	\$58,540	\$61,175	\$63,433	\$65,692	\$67,572
4	\$55,151	\$57,409	\$60,421	\$62,867	\$65,128	\$67,291	\$69,080
5	\$56,845	\$59,101	\$62,114	\$64,375	\$66,632	\$68,892	\$70,773
6	\$59,291	\$61,737	\$64,750	\$67,008	\$69,266	\$71,340	\$73,407
7	\$63,620	\$65,501	\$68,702	\$70,472	\$73,220	\$75,479	\$77,361
8	\$66,066	\$68,139	\$70,961	\$73,786	\$76,044	\$77,924	\$79,996
9	\$68,514	\$70,584	\$73,972	\$76,232	\$78,491	\$80,562	\$82,443
10	\$73,033	\$74,914	\$78,865	\$80,749	\$82,820	\$84,327	\$86,585
11	\$77,796	\$79,866	\$83,254	\$85,326	\$87,773	\$89,842	\$92,291
12	\$81,577	\$83,882	\$86,745	\$89,641	\$92,905	\$94,059	\$96,362
13	\$86,210	\$88,515	\$91,379	\$94,275	\$97,539	\$98,691	\$100,995
COLA	2.9	multiplier	1.029				

2021-2022							
Step	B	B-15	M	M-15	M-30	M-45	M-60
1	\$51,069	\$53,450	\$56,637	\$58,749	\$61,054	\$63,678	\$65,469
2	\$52,797	\$55,005	\$58,557	\$60,670	\$62,972	\$65,086	\$67,387
3	\$54,525	\$56,829	\$59,711	\$62,398	\$64,701	\$67,005	\$68,923
4	\$56,254	\$58,557	\$61,629	\$64,124	\$66,431	\$68,637	\$70,462
5	\$57,982	\$60,283	\$63,356	\$65,662	\$67,964	\$70,270	\$72,189
6	\$60,477	\$62,972	\$66,045	\$68,348	\$70,651	\$72,767	\$74,876
7	\$64,892	\$66,811	\$70,077	\$71,882	\$74,685	\$76,989	\$78,908
8	\$67,387	\$69,502	\$72,381	\$75,262	\$77,565	\$79,483	\$81,596
9	\$69,885	\$71,996	\$75,452	\$77,757	\$80,061	\$82,173	\$84,092
10	\$74,494	\$76,413	\$80,443	\$82,364	\$84,476	\$86,013	\$88,316
11	\$79,352	\$81,463	\$84,919	\$87,032	\$89,528	\$91,639	\$94,137
12	\$83,208	\$85,559	\$88,480	\$91,433	\$94,763	\$95,940	\$98,289
13	\$87,934	\$90,286	\$93,207	\$96,161	\$99,490	\$100,665	\$103,015
COLA	2	multiplier	1.62				

Exhibit 1

Special Education

Memorandum of Agreement

This memorandum formalizes the joint agreement between the Shrewsbury School Committee and the Shrewsbury Education Association (SEA) regarding the following issues related to special education, as a result of discussions during the contract negotiations conducted in the spring of 2019.

Both parties agree with the following statements:

- 1) The Special Education & Pupil Personnel Services Department provides critically important educational services for our students. These services are governed and heavily regulated by state and federal law and regulations, which the School Department administration and all members of the SEA are responsible for following. It is the joint responsibility of the School Department administration and the members of the SEA who are special educators to follow special education legal and ethical requirements and administrator and educator standards.
- 2) Special educators in the Shrewsbury Public Schools shall be afforded all of the rights and responsibilities inherent in the collective bargaining agreement between the School Committee and the SEA, i.e., the "contract." These include benefits such as duty-free lunch and preparation periods per the terms of the contract.
- 3) It is understood that the work of special educators is challenging and requires sound professional judgment, as well as significant effort to meet the needs of the students they serve. The administration shall work collaboratively with special educators to provide clear guidance and communicate expectations regarding their responsibilities, and the administration shall seek to support the work of special educators by monitoring student caseloads and scheduling requirements in terms of both number of students to be serviced and their needs. The administration shall also work collaboratively with special educators to monitor issues such as timing and volume of IEP team meetings, required testing (including achievement testing and the MCAS-Alt portfolios), newly-qualifying students, schedule changes, etc., in order to mitigate potential issues related to varying workload across the school year based on such factors. In cases where the workload may create issues with legal requirements such as timelines, the administration will work with the special educator to provide support and/or alternative means to complete the required responsibilities.

4) It is understood that if a special educator misses a duty-free lunch period or preparation period due to an emergency or urgent situation, they should communicate this to the appropriate team chair or building-based administrator per a process communicated to special education staff at each school by September 15 of each school year so that alternate arrangements may be made according to the provisions of the contract.

5) It is understood that if a special educator perceives that responsibilities such as, but not limited to, completing testing according to a legal timeline, participating in an IEP team meeting, making up missed IEP services, will prevent the special educator from having a duty-free lunch or preparation period, the special educator should communicate this concern per the school's process, in advance if possible, in order to work with the team chair and/or administration in an effort to make arrangements that will provide the contractual time.

6) It is understood that if a special educator, because of personal preference, chooses to not access a duty-free lunch period or preparation period in order to perform duties related to their role, this does not require any action to mitigate the loss of that time.

7) It is understood that special education programming often requires special education professionals to direct and guide the work of paraprofessionals. In programs that rely heavily on paraprofessional support, such as ELC or Life Skills programs, the administration will consult with the coordinators of the programs regarding how the coordinator can most effectively provide opportunities for communications with the paraprofessionals. This may include times to meet with the paraprofessionals in a group or individually, within what is possible with student and paraprofessional schedules, with the understanding that the availability of paraprofessionals must align with the terms of the Shrewsbury Paraprofessional Association contract and the paraprofessionals' work day as determined by the administration. The administration will direct the ongoing training of paraprofessionals in consultation with the program coordinators. Administration will monitor these programs' caseloads, staffing, and workload, including testing requirements such as the MCAS-Alt, as noted in #3 above.

8) It is understood that all staff who are part of making recommendations and decisions for students' special education services, including teachers (both special education and non-special education) and related service providers, team chairs, and administrators (both special education and non-special education), are responsible for using their best professional judgment regarding the recommendation of supports and services for students, as well as for their participation in the special education team

decision process to create individualized education plans (IEPs). It is understood that these recommendations and decisions should be made based on knowledge of research and best practices, student assessment data, and established practices and protocols. It is understood that administrators cannot unilaterally change Special Education team decisions. It is also understood that it is the responsibility of administrators to ensure compliance with district practices and protocols, as well as compliance with state and federal regulations. If official IEP team decisions, or any decisions related to the special education process, are thought to be potentially in conflict with established practices, protocols, or legal regulations, an administrator will communicate with those involved regarding these potential conflicts and work with them to resolve them.

9) It is understood that the administration and special educators are jointly responsible for working to achieve the district's strategic priorities and goals, as set by the School Committee and directed by the administration. Input and feedback from special educators regarding how to best achieve these priorities and goals will be actively sought and considered by the administration.

10) The Central Office administration and the SEA officers shall make the topic of special education a standing agenda item at their regular meetings, and principals and SEA building representatives will as well at their regular meetings, in order to ensure that issues, questions, concerns, and successes related to special education are discussed and addressed on a regular basis.

This language will be attached to the Memorandum of Agreement between the parties memorializing the tentative agreements reached during the 2019-2022 successor contract negotiations. This language will not be incorporated into the collective bargaining agreement.



For the School Committee



For the Association