CONTRACT

BETWEEN

SHREWSBURY SCHOOL COMMITTEE

AND

SHREWSBURY EDUCATION ASSOCIATION
UNIT B

JULY 1, 2019-JUNE 30, 2022
ARTICLE I - RECOGNITION

A. PARTIES

This Agreement is entered into on this 18th day of November 2019 by Unit B, Shrewsbury Educators’ Association (hereinafter referred to as Unit B) and the Shrewsbury School Committee (hereinafter referred to as the Committee).

B. RECOGNITION

The Committee recognizes Unit B as the exclusive bargaining agent and representative of all Shrewsbury Public Schools Assistant Principals and the district-wide Athletic Director for the purposes of collective bargaining with respect to wages, hours and other specific conditions of employment as itemized in this Agreement. No other employees are included in this agreement.

ARTICLE II-SALARIES

Salaries of all persons covered by this Agreement, as established in Article I—Recognition are set forth in Appendix A to this Contract and made a part thereof.

A. The schedule of pay periods shall be in accordance with the School Department’s uniform payroll plan. The work year extends from July 1 to June 30.
B. Individual contract amounts are rounded off upward so as to divide equally by the number of pay periods as established by the uniform payroll plan.
C. The following stipends are included in the contract, effective July 1, 2016:
   (1) SAT Preparation Program Coordinator:
      a. July 1, 2019 $3,350
      b. July 1, 2020 $3,350
      c. July 1, 2021 $3,350
   (2) Saturday Detention Program:
      a. July 1, 2019 $3,437 (20 three-hour sessions)
      b. July 1, 2020 $3,437 (20 three-hour sessions)
      c. July 1, 2021 $3,437 (20 three-hour sessions)
   (3) MCAS
      a. $1,000 to be paid to the Assistant Principal who administers this program
   (4) Mentoring:
a. Members of Unit B who serve as a mentor to a new assistant principal and/or Director will receive a stipend based on the following schedule: $700 for mentoring one (1) new staff; $1,100 for mentoring two (2) new staff

(5) Assistant Principal Sub Caller:
   a. July 1, 2019 $2000
   b. July 1, 2020 $2000
   c. July 1, 2021 $2000

**ARTICLE III—CONDITIONS OF EMPLOYMENT**

A. WORKDAY

The workday of Unit B employees shall consist of those hours, as scheduled with the Superintendent on an individual position basis, that are necessary to handle the specific position assignment.

B. WORK YEAR

2019-2020

- 2.2% COLA, +$500, Steps
- Work Days:
  o High School Assistant Principal 215
  o Middle School Assistant Principal 208
  o Elementary Assistant Principal 208
  o Athletic Director 213 (additional $2725 this year)

2020-2021

- 2.9% COLA, +$500, Steps
- Work Days:
  o High School Assistant Principal 215
  o Middle School Assistant Principal 208
  o Elementary Assistant Principal 208
  o Athletic Director 213

2021-2022

- 2.0% COLA, Steps
- Work Days:
  o High School Assistant Principal 215
  o Middle School Assistant Principal 208
  o Elementary Assistant Principal 208
C. PROMOTIONS
When a vacancy develops or is created within the administrative organization of the Shrewsbury Public School System, all members of Unit B shall be eligible to apply and shall be given serious consideration as a candidate for the position.

D. WORK FROM HOME
When school is cancelled, and in the event the Superintendent grants work from to home to principals as an option, assistant principals shall also have the option to work from home.

E. SCHOOL ENROLLMENT OF RESIDENT EMPLOYEES' CHILDREN
Bargaining unit employees whose children attend Shrewsbury Public Schools 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 employee works, 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 a bargaining unit employee is not a Shrewsbury resident, but is enrolled in Shrewsbury Public Schools through inter-district 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 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 a bargaining unit employee 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 employee's duties. If the Superintendent does revoke 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 a 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 a bargaining unit employee 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.

ARTICLE IV—PROFESSIONAL IMPROVEMENT

A. The assistant principal shall be reimbursed for the reasonable expenses associated with attending conferences and meetings, subject to the prior approval of the Superintendent. $1,800 for graduate courses and professional workshops that contribute to the professional development and/or recertification for all licenses held by each individual. It is the expectation of the Shrewsbury Public Schools that the assistant principal, in consultation with the Superintendent, will be attentive to his/her continued professional development. It is understood in applying for the $1,800 reimbursement for an approved professional workshop, that graduate credits are not required as part of the workshop.

B. An annual allowance, subject to the approval of the Superintendent, of $520 for professional memberships, will be provided for each assistant principal covered by this Agreement.

C. Effective July 1, 2006, subject to the approval of the Superintendent and at the sole discretion of the Superintendent, a member of Unit B who is accepted into a doctoral program may request up to five (5) days of paid leave for the purpose of attending required classes at the doctoral program. It is understood that in requesting this paid leave, the days would be used for attending classes on days that Shrewsbury Public Schools would be in session for students or teachers. The assistant principal may request this leave for each year the assistant principal is enrolled in the doctoral program, provided the individual remains in good standing in the program. Any additional days of required attendance at the doctoral program, including summer attendance, will be with non-work days or personal days. As an alternative to the above benefits of requested paid leave, a member of Unit B may request an enhanced tuition reimbursement benefit of $4,000 per year when
enrolled in a doctoral program that is approved by the Superintendent. The annual payment(s) will not exceed $4,000. The $4,000 will be in place of the $1,800 that is described in paragraph A of this article. Annual reimbursement is limited to a maximum of three (3) years under this tuition reimbursement benefit for any Unit B member. The three years does not necessarily need to be consecutive years. To receive the annual reimbursement, the Unit B member remains in good standing in the doctoral program. A Unit B member who receives the $4,000 tuition reimbursement cannot utilize a workday (re: Article III, Paragraph B) for the purpose of attending classes or completing required work in the doctoral program, unless a personal day is requested and approved.

ARTICLE V—LEAVES OF ABSENCE

There shall be no accumulation of vacation days from year to year. A Unit B employee must use all of his/her vacation days during the year in which they are earned.

A. Personal Days

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 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, 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.

B. TEMPORARY LEAVES OF ABSENCE WITH PAY

Employees will be granted the following temporary leaves of absence with pay each school year upon the approval of the Superintendent of Schools.

1. Days for visiting other schools or attending meetings or conferences of an educational nature.

2. Time necessary for appearances in any legal proceeding connected with the assistant principal's employment or with the school system, except for instances where the assistant principal is suing the school department.

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, 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, 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.
4. Religious leave shall be granted up to three (3) days in any one school year for time actually lost for observance of a recognized major religious holiday of the religious faith to which such person belongs when such holidays falls on a day on which the person is required to work and when it is a tenet of the religion that the employee refrain from work on such holiday. The following are examples of "recognized major religious holidays" which may fall on a day, which the person is required to work: Rosh Hashanah, Yom Kippur, Good Friday of the Orthodox Church.

Notification by the person of his or her intention to take such leave shall be made to the appropriate principal as far as possible in advance of such holiday, but in no event less than seventy-two (72) hours in advance of such holiday. Whether other days are "recognized major religious holidays" shall be determined by the Director of Human Resources upon request of the administrator covered by this agreement.

A personal day may be requested for Good Friday when Good Friday is a scheduled workday. However, approval of such personal day will be based on staffing needs in each building and the need to provide supervision for students and staff.

C. SICK LEAVE
1. Unit B employees shall earn and accumulate sick leave days at the rate of fifteen (15) days per year.
2. The maximum accumulated sick leave days shall be 185 days.
3. Unit B members may utilize up to seven (7) days of their earned sick leave per year to care for sick members of their immediate families.
4. The School Committee or the Superintendent may, if there is reasonable cause to believe there is an abuse of the Sick Leave Policy, require an examination of the employee by a Committee-selected physician, which examination shall be at the expense of the Committee.

D. MATERNITY, PATERNITY, CHILD-REARING AND ADOPTION LEAVE
1. As soon as practicable, but within at least four (4) months of the anticipated date of delivery, the Unit B member shall so inform the Superintendent in writing.
2. The decision of when the maternity leave shall commence will be jointly determined by the Unit B member and her physician.
3. The Unit B member shall notify the Superintendent of the anticipated length of her maternity leave up to a maximum of twelve (12) week if eligible for leave
under the Family Medical Leave Act, or otherwise up to eight (8) weeks. Such leave shall be unpaid, provided, however, that the Unit B member shall be entitled to access her accrued sick leave for any period of disability related to childbirth which causes the teacher to be unable to work, as determined by the Unit B’s physician.

4. A Unit B member who has been employed in Shrewsbury for three (3) consecutive years or more may be granted an extended child rearing leave subject to the following conditions:
   a. Notice of the intended leave and its anticipated duration must be provided to the Superintendent no later than four (4) months before the leave is to commence. It is understood that in cases of adoption providing notice four (4) months in advance of an intended leave is not always possible;
   b. The leave shall terminate on the first or second September after it commenced, or earlier date corresponding to the academic schedule, subject to the approval of the Superintendent;
   c. In no event shall maternity leave include time in more than two (2) school years; and
   d. Child-rearing leave shall be unpaid, except that a teacher may use up to a maximum of eighteen (18) days of accrued sick or personal leave during such period.

5. An employee covered under this Agreement shall be granted paternity leave in order to care for the employee’s child after birth as follows. The employee shall be entitled to a leave of absence in accordance with the Family Medical Leave Act (FMLA). While on paternity leave child-rearing leave shall be unpaid, except that the employee may use up to a maximum of eighteen (18) days of accrued sick or personal leave during such period. Paternity leave will not be eligible for benefits from the sick leave bank. Any employee requesting paternity leave shall provide proper notification to the Superintendent of Schools, at least two months in advance of the date the leave is to begin, if possible. A paternity leave must commence within forty-five (45) calendar days from the date of birth. Such notification shall include medical documentation.

ARTICLE VI—EVALUATIONS

A. The document labeled as Appendix B in previous contracts shall be replaced with language that complies with the Department of Elementary and Secondary Education Regulations on administrator Evaluation, 603 CMS section 35.00 as
negotiated and agreed to by the Unit B negotiation team and the Shrewsbury School Committee, and ratified by Unit B membership.

 ARTICLE VII—REDUCTIONS IN FORCE

When the Committee determines that a Unit B position is to be eliminated, the Superintendent shall determine the person or persons to be reduced based upon its exclusive judgment as to the needs of the system, the experience, skill and qualifications, including licensure, of the Unit B member(s) involved, their history of performance and service to the Shrewsbury Public Schools as indicated by evaluations not to exceed the five most recent years.

Upon the request of the Unit B member displaced per the above, the Superintendent will consider a transfer of the Unit B member who position is scheduled to be eliminated into another Unit B position for which the Unit B member is qualified to fill.

If a Unit B member is reduced under this section the Unit B member may apply for a vacancy in Unit A, provided the Unit B member is qualified and licensed to fill the position. If the Unit B member is selected to fill a vacancy in Unit A the Unit B member will be placed at the appropriate salary step and degree level, consistent with the qualifications and degree level of the Unit B member in relation to the Unit A contract. There is no contractual right to a Unit A job for a member of Unit B who is reduced under this section. A Unit B member will be eligible for recall to his/her position in Unit B for a period of two (2) years, provided the individual seeking recall has continued in the employment of the Shrewsbury Public Schools.

If a Unit B member is reduced under this section and the Unit B member previously attained professional status as a member of Unit A, the Unit B member shall have the right to assume a Unit A position, consistent within his or her teaching license. Further, to assume a Unit A position there must be either a vacant position in Unit A or a position held by a teacher without professional status. It is understood that a Unit B member who is reduced under this section does not have the right to displace a Unit A member who has attained professional status.

 ARTICLE VIII—TRANSFERS

An Administrator covered by the terms of this Agreement may request a transfer to a Unit A position. Such a transfer request will be duly considered by the Superintendent. If such requests are granted, it is agreed that assignment to a Unit A position shall be at the appropriate pay level for that position, and any person so transferred shall receive all
benefits applicable under the Unit A Agreement including seniority credit for all continuous service as a professional employee in the Shrewsbury School System from the date the person initially began work (excluding only unpaid leaves of absence which leaves shall not be credited as service, but shall not be a break in continuity of service).

**ARTICLE IX—DISMISSAL, SUSPENSION, DEMOTION, RE-ASSIGNMENT**

Nothing in this Agreement shall derogate from the authority of the Superintendent to dismiss, suspend, demote or reassign an employee covered by this Agreement and/or to adjust or reduce compensation accordingly. It is agreed that such action will be taken only in accordance with applicable provisions of the General Laws and that the procedures and remedies set forth in the General Laws will govern such actions.

**ARTICLE X—MANAGEMENT REDRESS FOR COMPLAINTS**

**Section 1**
A complaint is an alleged violation of a specific term of this Agreement.

**Section 2**
Level 1—An administrator with a complaint will first discuss it with their immediate supervisor, with the objective of resolving the matter informally. All decisions at this level shall be reported forthwith in writing to the Superintendent of Schools and shall be subject to his or her approval.

Level 2—If the complaint is not resolved at Level 1 within ten (10) days or if the Administrator has no immediate superior other than the Superintendent, the complaint shall be presented to the Superintendent and they will meet in an effort to resolve the matter.

Level 3—If the complaint is not resolved within fifteen (15) days of the meeting at Level 2, it shall be reduced to writing within fifteen (15) days and the Superintendent will provide a written response within fifteen (15) days thereafter.

Level 4—Within fifteen (15) days after the Superintendent’s response, the Association (Unit B) and only the Association may present the complaint to the American Arbitration Association. The complaint will then be processed in accordance with the rules of the American Arbitration Association.
Section 3
If a complaint is not received by the Superintendent within thirty (30) days of when the aggrieved party knew or should have known of the act or condition on which the complaint is based, the complaint will be considered as waived. Failure of complaining party or the Association to process a complaint within the time limits of Section 3 shall constitute a waiver of the complaint.

Section 4
An Arbitrator shall have no power or authority to render any decision or award which alters or amends the Agreement or which is violation of law, or requires the commission of an act prohibited by law or which violates any of the terms of this Agreement. The Arbitrator shall be within power or authority to render any decision which limits the power or authority of the Committee except as the Committee’s power or authority has been specifically modified by the terms of this Agreement.

Section 5
In cases of discipline or dismissal, for which methods of review are provided by statute, this procedure shall not apply unless specifically agreed by the Administrator and the Committee.

ARTICLE XI—TRAVEL MILEAGE

Mileage for Unit B personnel, will be paid $240 per administrator per year car reimbursement in two equal payments-December 1 and June 1 for school required travel within a radius of twenty (20) miles of Shrewsbury. Required and authorized travel beyond the twenty (20) mile radius will be reimbursed at the Committee system wide per mileage rate as measured from Shrewsbury plus tolls and parking reimbursements.

ARTICLE XII—LEAVE

A. SICK LEAVE UPON RETIREMENT
   (1) Upon retirement (not termination for any other reason), the Unit “B” employees shall be paid for unused accumulated Sick Days, cash, up to but not in excess of thirty-five (35) days of unused accumulated Sick Leave, adjusted by ratio to the longer work year for Unit B employees, provided the following conditions are met: a) retirement is effective June 30th; b) written notice of such retirement is provided to the Superintendent by the December 1 preceding retirement, and the employee was hired prior to the 2017-2018 school year.
(2) Unit “B” employees hired from within Shrewsbury Public Schools to commence work in the 2017-2018 school year and thereafter shall be eligible for the Unit A retirement plan that they are currently in prior to promotion. This means that Unit A employees currently in a sick leave upon retirement plan will receive the plan outlined in (1) above as a Unit B employee. Unit A employees currently in a 403(b) plan will continue with such plan (no additional benefit). Unit “B” employees hired from outside the district 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 Unit “B” employee attains professional status.

B. Combining Sick Leave Days and Personal Days

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).

C. Eliminated

D. SABBATICAL LEAVE
1. All employees covered by this Agreement who have served continuously for seven (7) years in the Shrewsbury Public Schools may, upon approval of the Superintendent of
Schools, be granted Sabbatical Leave of Absence not exceeding one (1) year for approved study, Administrative internship, or subject-matter travel; provided however, that when such employee has been approved by the Superintendent for a leave of absence, for approved graduate student, and/or exchange type teaching, Administrative Internship, and evidence of successful completion of the work in the form of documentation are on file in the Superintendent’s office, those years of service in Shrewsbury, prior to the voted leave of absence described herein, will be credited to the Sabbatical Leave seven-year service requirement.

2. An employee on Sabbatical Leave shall receive compensation equal to the difference between his or her annual salary and the total amount or amounts of any grants or financial assistance s/he may have received, provided, however, that in no event shall the amount of salary to be paid to said employee exceed one-half (1/2) the annual salary for a one year Leave or full annual salary for one-half (1/2) year Leave to which s/he would have been entitled had s/he remained in the school system that year. The term “grants or financial assistance” shall not include the cost of required tuition or book expense where such can be verified.

3. Requests for a Leave of Absence for Sabbatical Leave should be made by the employee before November 1 of the school year previous to the school year for which the Leave of Absence is requested; provided however, that an employee who has not applied in writing prior to April 1 in the school year preceding the requested Leave shall not be eligible for such Leave.

4. Before beginning the Sabbatical Leave, the employee shall enter into a contract to return to active service in the Shrewsbury Public Schools for a period of at least two years after the expiration of such leave. An employee who defaults in completing this service, shall repay to the Town of Shrewsbury an amount equal to such proportion of salary received while on leave as the amount of service not actually rendered; provided, however, that the employee shall be released from such payment if his illness, disability, or death, or if s/he can be discharged from his or her position by the Committee.

5. Not more than one member of Unit B shall be granted leave during any one year. In the event that a number of applications in excess of one percent of the total professional staff are received, the following factors will be taken into account in assigning leave:
   a. Educational value of the proposed project to the school system
   b. Length of service in the Shrewsbury Public Schools
   c. Priority of application (date)

E. SICK LEAVE BANK
Sick Leave Bank

The COMMITTEE shall establish by policy a Sick Leave Bank for use by employees covered by this Contract and other employees shall have a right to join. The Sick Leave Bank Committee constitutes a policy set by the Shrewsbury School Committee and will not be subject to the formal grievance procedure provided in any contract. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee and affected through the Office of the Superintendent of Schools. The Sick Leave Bank shall be established to include the following provisions:

(1) Sick Leave granted by the Sick Leave Bank may only be used for prolonged illness.

(2) 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).

(3) Sick Leave which may be granted by the Sick Leave Bank may only be used upon exhaustion of an eligible employee’s accumulated personal Sick Leave and personal days.

(4) Sick Leave which may be granted by the Sick Leave Bank shall be granted only upon majority vote of the Sick Leave Bank Committee. Sick Leave may be denied if there is evidence of an irregular absentee record.

(5) The Sick Leave Bank Committee shall consist of one (1) employee from each school, one (1) Unit B representative, one (1) clerical representative, and one (1) representative from the Central Office Professional Staff. An employee wishing to join the Sick Leave Bank should make such application through the employee’s Sick Leave Bank Committee representative.

Duties of the Sick Leave Bank Committee shall be as follows:
(a) to govern all phases of the Sick Leave Bank.

(b) To make final recommendations to the School Committee concerning all decisions made by the Sick Leave Bank.

(c) To conduct a review of all long term cases at twenty (20) work day intervals.

(d) The Sick Leave Bank Committee will notify the applicant after seventy-five (75) days of sick leave have been granted. After one hundred (100) days of sick leave have been allocated and used, the applicant will be paid on a three (3) day per week basis until the remaining portion of the one hundred eighty-one (181) days is exhausted.

(e) To review all medical statements sent by the borrower’s physician at the end of the twenty (20) days and each succeeding twenty (20) day periods.

(f) The Sick Leave Bank Committee has established a quorum of six (6) members for the purpose of enacting business and voting.

(6) Participation in the Sick Leave Bank shall be on a voluntary basis.

(7) One (1) earned day of an employee's accumulated sick leave or personal day leave will be donated by such employee through the Sick Leave Bank Committee. A participating member is one who has contributed an earned day, and remains a member until an assessment of an additional day(s) is required. An assessment will occur upon agreement by the Shrewsbury Education Association and the School Committee upon the recommendation of the Sick Leave Bank Committee.

(8) The Sick Leave Bank shall be open to membership for all members of the faculty (Unit A and Unit B) and clerical employees of the School Department of the Town of Shrewsbury. (See Section 11 below for staff hired on or after July 1, 1996.)

(9) Each employee who is eligible to participate in the Sick Leave Bank, and who chooses not to participate, shall be required to sign a release to the School Department.
(10) No employee eligible for benefits under the Sick Leave Bank shall be granted more than one hundred eighty-one (181) days of additional Sick Leave. For an illness exceeding one hundred eighty-one (181) days refer to Extended Sick Leave Bank (Section (G) below).

(11) Employees shall be eligible for benefits under the Sick Leave Bank only while employed in the Shrewsbury School System. Employees who are eligible to join the Sick Leave Bank and who have previously not done so, may, upon fulfilling the requirements to receive benefits from the Sick Leave Bank, join the Sick Leave Bank by completing the necessary enrollment application by October 31.

(12) New staff hired on or after July 1, 1996:

(a) Employees are not eligible to access the Sick Leave Bank during their first year of employment.

(b) Employees are eligible to access the Sick Leave Bank during their second year of employment at a rate equal to sixty (60%) percent of the full benefit (e.g., sixty (60%) percent pay).

(c) Employees are eligible to access the Sick Leave Bank during their third year of employment at a rate equal to seventy-five (75%) percent of the full benefit (e.g., seventy-five (75%) percent pay).

(d) Employees are eligible to use the Sick Leave Bank at the full benefit rate in their fourth year of employment.

(13) Reports of the use of the Sick Leave contributed to the Sick Leave Bank shall be made quarterly to the ASSOCIATION, and to the Superintendent of Schools, by the Sick Leave Bank Committee.

(14) The COMMITTEE shall be authorized as part of its policy establishment of the Sick Leave Bank to make such other rules and regulations as are necessary for the implementation of the Sick Leave Bank as described above.

(15) Sick Leave Bank Application Procedure:

(a) Members must exhaust all accumulated sick leave and personal days before drawing from the Sick Leave Bank.
(b) All applications made to the Sick Leave Bank must be in writing, on a form supplied by the Sick Leave Bank Committee, and submitted to the applicant’s Sick Bank Committee representative or to the Sick Leave Bank Committee.

(c) All applicants must submit a doctor’s statement, on a form supplied by the Sick Leave Bank Committee, containing the nature of the illness and the approximate number of days the applicant will be unable to work.

(d) There will be a four (4) work day waiting period between expiring of the applicant’s accumulated sick leave and personal days and the borrowing of days from Sick Leave Bank. (This clause is subject to review by the Sick Leave Bank Committee.)

(e) There will be a four (4) day waiting period between successive applications to the Bank. (This clause is subject to review by the Sick Leave Bank Committee.)

(f) Application to the Sick Leave Bank Committee may be made prior to the expiration of the applicant’s accumulated sick leave and personal days, including certification by a physician, to expedite benefits.

(g) No employee eligible for benefits under the Sick Leave Bank shall be granted more than 181 days of additional sick leave. Refer to Extended Sick Leave Bank (section (G) below).

(h) Sick Leave days are defined as contract work days.

(i) Sick Leave, which may be granted by the Sick Leave Bank Committee, shall be granted only upon majority vote of the Sick Leave Bank Committee.

F. Extended Sick Leave Bank

(l) Contributions to the extended Sick Leave Bank shall consist of the voluntary giving of earned accumulated Sick Leave Days by any member of the Bank. Extended Sick Leave Days shall be carried in a special account.

(2) Three (3) donated Sick Leave Days shall provide one (1) extended sick leave
coverage day to be assigned by the Sick Bank Committee in accordance with the requirements of the Bank to a member of the Sick Leave Bank who has exhausted his/her one hundred eighty-one (181) Sick Leave Bank days.

(3) The assignment of available extended coverage days from the Special Account to an individual in any one (1) month period of absence shall not exceed the total dollar amount of the individual’s health, life and disability insurance monthly deductions, plus two (2) days per week compensated at a per diem rate. The extent to which the special account can be used by any person will depend upon the number of voluntary contributions made by the members of the Sick Leave Bank.

(4) Any retiree may donate accumulated sick leave to the Extended Sick Leave Bank by notifying the Sick Leave Bank Committee Chairperson or Secretary in writing prior to their last day of service.

G. Maternity, Paternity, Child-rearing and Adoption Leave

(1) As soon as practicable, but within at least four (4) months of the anticipated date of delivery, the employee shall so inform the Superintendent in writing.

(2) The decision of when the maternity leave shall commence will be jointly determined by the employee and her physician.

(3) The employee shall notify the Superintendent of the anticipated length of her maternity leave up to a maximum of twelve (12) weeks if eligible for leave under the Family Medical Leave Act, or otherwise up to eight (8) weeks. Such leave shall be unpaid, provided, however, that the employee shall be entitled to access her accrued sick leave for any period of disability related to childbirth which causes the employee to be unable to work, as determined by the employee’s physician.

(4) An employee who has been employed as an employee in Shrewsbury for three (3) consecutive years or more may be granted an extended child-rearing leave subject to the following conditions:

(a) Notice of the intended leave and its anticipated duration must be provided to the Superintendent no later than four (4) months before the leave is to commence. It is understood that in cases of adoption providing notice four (4) months in advance of an intended leave is not always possible;
(b) The leave shall terminate on the first or second September after it
commenced, or an earlier date corresponding to the academic schedule,
subject to the approval of the Superintendent;

(c) In no event shall a maternity leave include time in more than two (2)
school years; and

(d) Child-rearing leave shall be unpaid, except that an employee may use up
to a maximum of eighteen (18) days of his or her accrued sick or personal
leave during such period.

(5) Upon returning from maternity, child-rearing, or adoption leave, an employee will
be returned to the same position, or to a similar position which she/he held at the
time the leave commenced.

(6) Any benefits to which an employee on maternity, child-rearing or adoption leave
was entitled under the Collective Bargaining Agreement will be restored to the
employee upon return and the employee will be placed on the applicable salary
schedule at the step which she/he had attained when the leave commenced, except
that an employee who has taught ninety-one (91) days or more in the school year
in which the leave commenced will be placed on the next step of the applicable
salary schedule.

(7) Any period of leave due to maternity, child-rearing or adoption leave shall be
charged to and run concurrently with leave available under the Family Medical
Leave Act.

H. JURY DUTY

An employee required to perform jury duty shall be compensated in the amount of the
difference between his/her regular pay (including stipends) and jury duty pay (exclusive of
mileage).
ARTICLE XIII—DURATION

A. This Agreement and its provisions shall be effective July 1, 2019, and shall remain in full force and effect up to and including June 30, 2022.

B. Either party may, on or before April 1, 2022, give written notice to the other of its desire to extend or revise the Agreement for the period to commence July 1, 2022.

ARTICLE XIV—CONTRACT SIGNATURES

In witness thereof, the SCHOOL COMMITTEE OF THE TOWN OF SHREWSBURY has caused this Agreement to be signed in its name and behalf by its Chairperson and Unit B, SHREWSBURY EDUCATORS' ASSOCIATION has caused this Agreement to be signed in its name and behalf by duly authorized representatives of Unit B this 18th day of November, 2019.

For Unit B

[Signature]

Date

11/18/19

For the Shrewsbury School Committee

[Signature]

Date

11/18/19
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FY20 = $2.94% + $5000

FY21 = $2.94% + $5000

FY22 = $2.0% + $5000

208 Middle and Emas. Principal
213 Athletic Director
215 Sr. Ass Principal
217 Work Days
219 Work Days
MEMORANDUM OF AGREEMENT
between the
Shrewsbury School Committee
and the
Shrewsbury Education Association (Unit B)

The Shrewsbury School Committee and the Negotiating Subcommittee of the Shrewsbury Education Association (Unit B), (hereinafter “the Association”), acting subject to the ratification of this Agreement by the membership of the Association to whom the Subcommittee agrees to recommend acceptance, hereby mutually agree to the following terms and that will be in effect from July 1, 2020 to June 30, 2021.

1. ARTICLE III, Section C(1)-Work Year

The parties agree that, during the term of this Agreement only and for the 2020-2021 school year only, the work year will be one (1) day shorter, resulting in 214 work days at the high school level, 207 work days at the middle level, 207 work days at the elementary level, and 212 for the Athletic Director. At the expiration of this Agreement, the previously-existing Work Year language will be restored for subsequent fiscal years and the provisions of Article III, Section C(1) will have full force and effect. These contractual work days do not include any additional days beyond the normal work year that were/will be required to plan for the reopening of school, any of which are being funded through COVID funds received by the district.

2. WAGES (Appendices)
The Union agrees that unit members will assume a wage freeze for half of the 2020-2021 school year. The parties agree that this means that SEA Unit B members’ rates of pay that were adjusted effective July 1, 2020 to reflect a 2.9% COLA for salaries and experience steps will return to the 2019-2020 salary schedule rates effective with the September 16, 2020 pay date through the March 10, 2021 pay date, representing 13 of the 26 pays for the 2020-2021 work year. For the pay dates from September 16, 2020 through March 10, 2021, unit members’ pay will continue to include any other increases included for the 2020-2021 school year, including the salary increase of $500 in recognition of a heightened workload related to educator evaluation as outlined in the original contract.

All unit members’ pay rates shall return to the levels represented by the 2.9% wage increase and any step increases due to members who qualify that are in the contract for the 2020-2021 work year for the March 24, 2021 pay date and will remain through the end of the work year. These will be the same rates that were in effect for Unit B members starting July 1, 2020.

3. **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties as to all modifications of the Collective Bargaining Agreement for the time period of July 1, 2020 to June 30, 2021. Both parties have cooperated in the negotiation, drafting, and preparation of the Agreement. The Agreement contains mutual promises and
consideration which shall only be valid if accepted, ratified, and executed in full by each party. Any attempted modification of the terms of this Agreement by either party shall render the Agreement and any and all tentative agreements null and void.

4. **MODIFICATION**

This Agreement shall be binding on the Parties for the term specified and may not be modified in any manner except by an instrument in writing of concurrent or subsequent date signed by the parties.

5. **RESTORATION OF BENEFITS**

At the expiration of this Agreement, on June 30, 2021, all benefits in effect pursuant to the predecessor Collective Bargaining Agreement shall be automatically restored and any changes to such benefits, must be negotiated to the extent required by M.G.L. c. 150E.

6. **RE-OPENING**

In the event that by April 30, 2021, the School District receives funding from the Commonwealth of Massachusetts through the Chapter 70 program and/or any other new federal aid stimulus program that provides unrestricted funding directly to the District with an authorized use of staff salary increases, and enacted by either the Federal Government or the State Government with a combined total of at least $20,254,858, the salary schedules for the 2020-2021 contract shall revert to the original agreement reached during 2019-2022 negotiations as shown in Appendix A of the 2019-2022 contract. If
this occurs, the required number of work days will no longer be reduced by one, and will be restored to the original number in the contract for each Unit B role.

That both parties are in agreement, they have signed below:

______________________________
Sandra Frye, Chairperson, Shrewsbury School Committee/Date

______________________________
Anne Koertge/PJ O’Connell, Unit B Representatives/Date