

AGREEMENT

BETWEEN

METHUEN SCHOOL COMMITTEE

AND

METHUEN ADMINISTRATORS ASSOCIATION

July 1, 2020 – June 30, 2022

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This Agreement is made and entered into by and between the Methuen School Committee (hereinafter referred to as the "Committee") and the Methuen Administrators Association (hereinafter referred to as the "Association"), this 26th day of April 2021, and is effective as of June 30, 2020.

ARTICLE 1 RECOGNITION

- 1.1 The Committee hereby recognizes for the purpose of collective bargaining the Methuen Administrators Association as the sole and exclusive representative for regularly employed persons in the following jobs: Those positions specifically cited in Article 18 and Appendix A and excluding any and all other employees employed, regularly or from time to time, by the Committee.

- 1.2 The parties to this Agreement shall not discriminate against any employee because of race, creed, color, religion, nationality, sex, age, marital status or physical handicap, or by reason of the employee's membership or non-membership in the Association or by reason of any activity or refraining from any activity in, with and/or for the Association not in contravention of any provision of this Agreement or law. Alleged violations of this section are neither arbitrable or grievable. However, alleged violations may be processed through the appropriate administrative agency.

- 1.3 Definitions
 - a) Seniority in the System: length of continuous full time service as a "teacher" as defined in Article I of the Unit A agreement or as an "administrator" as defined in Article 1.1 of this Agreement or any continuous combination of such service.

 - b) Seniority in the Association: length of continuous full time employment within the Association. Authorized leaves of absence (military leaves, maternity leaves, educational leaves, etc.) paid or unpaid which are granted by the Committee shall not interrupt continuous service for the purpose of defining seniority.

 - c) Date of Appointment: the date of the School Committee vote of appointment to the position or for an administrator hired after June 18, 1993, the date of formal notification of appointment by the Superintendent.

 - d) Discipline: For purposes of Article 18, this shall mean the position or responsibility held.

- 1.4 The Methuen School Committee is an equal opportunity/affirmative action employer and service provider.

- 1.5 The Superintendent and the Unit B Officers agree to establish a Mutual Concerns Committee that will meet monthly. The purpose of the Committee is not to replace collective bargaining or the grievance procedure, but to establish an on-going forum for discussion between the parties. Potential items for discussion by the Mutual Concerns Committee will include, but not be limited to: Inconsistencies in the interpretation of the unit B contract across district buildings, job descriptions and workload, utilization of sick leave, health and safety, and equity.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The exclusive managerial prerogatives of the Committee and/or Superintendent include, whether exercised or not and without being limited to, all the rights and powers given to the Committee and/or Superintendent by law; the right to select, employ, assign, transfer, promote and direct the work of the employees and to periodically evaluate and determine their qualifications; to develop and change the organizational structure of the system; to discipline, suspend or dismiss professional employees, to obtain from any sources and to contract and sub-contract for materials, supplies and equipment; to establish and change any form of employee benefits in excess of or in addition to those provided in this Contract; to establish, modify and enforce policies and regulations regarding studies, curriculum, conduct, library and reference facilities and services for the use or benefit of the employees and all other rights pertaining to the operation and management of the Methuen Public Schools. The failure by the Committee and/or Superintendent to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights. No action taken by the Committee and/or Superintendent with respect to the exercise of such rights, powers and authority other than as there are specific provisions herein elsewhere contained shall be subject to the grievance and/or arbitration provisions of this Agreement.

ARTICLE 3 GRIEVANCE PROCEDURE

- 3.1 A "grievance" is a complaint by an employee, employees, the bargaining unit or the Association that is based upon an alleged violation of this Agreement or the interpretation or application thereof as related to the aggrieved employee, employees, the bargaining unit or the Association. No grievance may be heard without first having been presented at the lowest level at which the remedy sought can be provided.

Grievances involving two or more employees or the entire bargaining unit or the Association shall be initiated at Level II of the grievance procedure. For the purpose of this section, a 'day' shall be defined as work days for the aggrieved administrators, exclusive of holidays. Grievances shall be instituted and be processed from level to level either by the grievant(s) and/or by the Association. However, only the Association shall have the right to refer unresolved grievances to arbitration.

- 3.2 Procedure for Processing a Grievance

A. Level One: The grievance shall be presented in verbal or written form to the employee's immediate supervisor within ten (10) days of the employee knowing or when he should have known of the act or condition on which the grievance is based. Said supervisor will meet with the grievant within three (3) days of receipt of the

grievance, and within five (5) days following said meeting shall render his/her decision in written form in the matter.

- B. Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One, or no decision is rendered within five (5) days of the meeting with the immediate supervisor, the aggrieved employee may file the grievance in writing with the Superintendent within five (5) days of the receipt of the decision or the allotted time period in which a decision shall be rendered. The Superintendent will render his decision in written form within (10) days of receipt of the grievance.
 - C. Level Three: If the grievant is not satisfied with the disposition of the grievance at Level Two, or no decision is rendered within ten (10) days of receipt of the grievance, the grievant may elect to submit the grievance to the Committee within fifteen (15) days of receipt of the decision or the allotted time period in which a decision shall be rendered. Said submission shall be in writing. The Committee shall render its decision, in written form, within fifteen (15) days of receipt of the grievance.
 - D. Level Four: If the grievant is not satisfied with the disposition of the grievance at Level Three, or no decision is rendered within fifteen (15) days of receipt of the grievance, the grievant may elect to submit the grievance to Arbitration within twenty (20) days of receipt of the decision or the end of the allotted time period in which a decision shall be rendered.
- 3.3 The Arbitrator shall be selected by mutual agreement of the parties. If the parties fail to reach agreement upon an arbitrator within ten days after the referral of a grievance to arbitration, the moving party may submit the grievance to either the American Arbitration Association or the Massachusetts Board of Conciliation and Arbitration. In that event, the parties shall be bound by the rules and regulations of whichever of the foregoing agencies the grievance has been submitted to. The costs of said arbitration shall be shared equally by the parties. The decision of the Arbitrator shall be final and binding.
- 3.4 The Arbitrator shall have the authority only to interpret, apply or determine compliance with provisions of this Agreement as related to the grievant and specific alleged violation thereof, lack of which will constitute grounds for non-arbitrability of the grievance.

ARTICLE 4

SALARY AND EMPLOYMENT POLICY

- 4.1 Appendix A reflects the current salary schedule and work year for each position covered by this agreement. The following wages shall be implemented:

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| Effective July 1, 2020 | 1.5% Increase to all steps and lanes excluding the top step; 1% increase to those on the top step. No increase to the 11 month scale. |
|------------------------|---|

Effective July 1, 2021

All Unit B members other than the SEAs shall receive a one-time payment equivalent to 1% of their salary on or before December 1, 2021.

Add 10 additional work days to the SEA work schedule for the 2021-2022 school year to be compensated on a pro-rated basis based upon the 11 month salary schedule; Move SEAs to 11 month scale and work year on the last day of the 2021-2022 school year

- 4.2 A ten month administrator will work 193 days. The work year will be determined annually by the Superintendent of Schools.

The following job titles are considered to be ten (10) month positions within the Methuen Public Schools District:

- Supervisor of English Learner Education K-8
- Supervisor of Adult Education
- Special Education Administrator
- Department Chairperson of English
- Department Chairperson of English Learner Education
- Department Chairperson of Mathematics
- Department Chairperson of Science
- Department Chairperson of History & Social Science
- Department Chairperson of World Language
- Supervisor of Physical Education, Health & Wellness K-12

- 4.3 An eleven (11) month position shall include twenty (20) working days beyond a ten month position.

The following job title is considered to be an eleven (11) month position within the Methuen Public Schools District:

- Supervisor of Fine Arts K-12
- Special Education Administrators (effective June 29, 2022)
- Department Chairperson of Guidance

The Guidance Chairperson will be an 11 month position as defined in the Unit B contract. The guidance chairperson will be co-evaluated by the High School building principal and the Director of School Mental Health and Behavioral Services.

4.4 A twelve (12) month position shall cover the period from July 1 of one calendar year through June 30 of the next immediately succeeding calendar year, inclusive of vacation time herein elsewhere provided.

The following job titles are considered to be twelve (12) month positions within the Methuen Public Schools District:

- Associate Principal, PK-12
- Supervisor of Title I
- Director of Community Programs

4.5 No professional administrative position newly created by the Committee shall be posted pursuant to Article 5 prior to the Committee and the Association first meeting for the purpose of fixing a salary for said position. In the absence of the parties hereto to mutually establishing said salary at said meeting, the Committee may so establish said salary and, thereafter, post said position. The salary determined by the Committee shall not be subject to the grievance and arbitration provisions of this Agreement.

4.6 Any 10 month employee who is called in during the summer to perform interviews will be paid \$35 per hour.

4.7 In addition to any other time deemed necessary by the School Committee or administration for the administrators to perform their administrative roles, administrators will be required to report for work at their building at least 1/2 hour before the commencement of the official student day and remain in their building for a minimum of 1 hour following the official student dismissal time. This section shall only apply to full days for students. On student half days, Unit B members may leave early at the discretion of the Supervising Principal.

4.8 Horizontal movement on the Salary Schedule shall occur upon satisfactory completion of the required number of approved credits of courses on an annual basis at the beginning of the individuals' work year. Upon satisfactory completion of previously approved work, administrators are to submit transcripts or comparable evidence to the Superintendent, or his/her designee, prior to any salary adjustment.

4.9 By October 1, administrators shall submit written notice to the Superintendent for anticipated horizontal movement in the subsequent school year.

4.10 Administrators who teach in-house courses will be compensated at a differential/stipend of \$3000/course added to his/her base pay for the purposes of retirement.

4.11 Placement on the salary schedule for an administrator hired from outside the District will be at the discretion of the Superintendent incorporating and factoring in their administrative experience in other districts.

- 4.12 Any bargaining unit member who is assigned to teach a class in which they have lesson planning, grading, and instruction responsibilities, will be compensated at a rate of \$150 per day for each day after the first three (3) days of any such assignment.

ARTICLE 5 JOB POSTING

- 5.1 When a regularly established job becomes vacant, it shall be posted for ten (10) days, after which an appointment to such job may be made by the Superintendent.
- 5.2 No permanent job transfer shall occur unless a job posting has been issued as herein provided except that the Superintendent may make job reassignments for a limited duration to meet exceptional, emergency, or special situations.
- 5.3 Nothing in this Article shall be construed to limit the rights of the Superintendent to make any such appointments from applicants outside the Association or the school system.

ARTICLE 6 VACATION, HOLIDAYS, and PERSONAL DAYS

- 6.1 An employee assigned to a twelve (12) month position shall be eligible for vacation leave as follows: for each year of employment up to and including twenty (20) years of employment, twenty (20) said leave days for each calendar year. Those individuals who, as of June 30, 1998, have already received 25 vacation leave days will continue to receive that amount annually. Vacation carried over to a subsequent year shall be limited to the amount earned in that year.
- 6.2 All twelve (12) month administrators may use vacation days while school is in session upon approval of the Principal and/or Superintendent. A twelve (12) month administrator will not be allowed to take vacation time the week following the end of the student school year or the week prior to the start of school.
- 6.3 A twelve (12) month employee shall be eligible for the following holidays when the celebration of the holiday occurs on a normal work day:

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|------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Presidents' Day | Columbus Day |
| Good Friday | Veterans' Day |
| Patriots' Day | Thanksgiving |

Memorial Day
Independence Day

Day After Thanksgiving
Christmas

- 6.4 An administrator will be able to take up to three (3) personal days per school year for essential legal, business or family matters which require the absence of the Administrator during school hours and which cannot be otherwise scheduled. Permission for such personal leave must be received from the Superintendent prior to his/her taking the leave or in unusual circumstances, immediately after said leave is taken. Any unused essential leave days on June 30 of a given year, will be added to the employee's accumulated sick leave.

ARTICLE 7 SICK LEAVE

- 7.1 A regular employee shall be granted sick leave with pay for non-work connected illness or injury under the following terms and conditions:
- (a) Each ten (10) month administrator will be credited with fifteen (15) sick leave days at the beginning of the school year. Each eleven (11) month employee will be credited with sixteen and one half (16.5) sick leave days at the beginning of the school year. Each twelve (12) month administrator will be credited with eighteen (18) sick leave days effective on July 1.
 - (b) Sick leave may be accumulated up to a limit of 240 days for ten month administrators, 253 days for eleven month administrators, and 267 days for twelve month administrators.
 - (c) Accumulated sick leave is available for use in the following manner:
 - (1) When it is established that a person is incapacitated for performance of his regular duties;
 - (2) For medical, dental or optical examination or treatment;
 - (3) A member will be able to use up to ten (10) days of their yearly total accrued per school year to care for a member of the immediate family or person living in the household who is ill/injured/or otherwise incapacitated and requires the care and attendance of the employee. The Superintendent can grant additional accumulated sick days to be used in the event that a member's family member needs extended care beyond 150 days.
 - (d) A doctor's certificate may be required upon return from an absence of ten (10) or more days. The employee must notify his Supervisor on or before the first day of the absence informing the Supervisor as closely as possible when the employee expects

to return to work. The employee is expected to keep his Supervisor informed during his absence as to the expected duration of such absence. If deemed to be in the best interest of the school system, a physical examination of the employee may be required, such examination to be administered by a physician selected by the Superintendent and without charge to the employee.

- 7.2 An administrator hired prior to September 1, 2015 and who submits a written notice to the Superintendent by January 15th of the school year prior to the school year at the end of which he/she intends to retire and who shall enter into the Massachusetts Teachers Retirement System shall be compensated a sum of money equal to \$30 per day for each unused sick leave day up to a maximum of 100 days; and a sum of money equal to \$70 per day for each unused sick leave day beyond 100 days, up to a maximum of 240 days for ten month administrator, 253 days for eleven month administrators, and 267 days for twelve month administrators.

Administrators are eligible to buy back unused sick days beyond 100 days provided that such administrator has never utilized the Sick Leave Pool. The sum shall be paid within thirty (30) days following the administrator's retirement.

An administrator hired after to September 1, 2015 and who submits a written notice to the Superintendent by January 15th of the school year prior to the school year at the end of which he/she intends to retire and who shall enter into the Massachusetts Teachers Retirement System shall be compensated a sum of money equal to \$30 per day for each unused sick leave day up to a maximum of 100 days; and a sum of money equal to \$60 per day for each unused sick leave day beyond 100 days, up to a maximum of 240 days for ten month administrator, 253 days for eleven month administrators, and 267 days for twelve month administrators.

Administrators are eligible to buy back unused sick days beyond 100 days provided that such administrator has never utilized the Sick Leave Pool. The sum shall be paid within thirty (30) days following the administrator's retirement.

- a. In order for an employee to be eligible for this benefit, a 10 or 11 Administrator must retire on June 30th and a 12 month Administrator must retire on August 31st of a given year. Employees retiring during a school year will not be eligible for this benefit. This rule does not apply to anyone retiring before June 30, 2016 who is a current employee of Methuen Public Schools.

7.3 Sick Time Abuse

Both parties to this agreement believe that paid sick time is an important benefit for employees and that any abuse of sick time is detrimental both to the students of Methuen and the membership of the Association. While recognizing that only a small fraction of

employees may abuse sick time, the parties agree that no abuse of sick time should be tolerated or condoned.

When the record of repeated absence reflects a pattern of abuse, the Principal/ Supervisor shall notify the Superintendent immediately and meet with the employee in order to determine whether the employee has a valid reason to justify such absences. The employee shall be informed that he/she may have a union representative present at this meeting.

The Principal/ Supervisor shall provide written notice within five (5) school days following such meeting to any employee whose excuse for absence was deemed unacceptable and subsequently may require a medical certificate.

Medical certification shall be defined as a written documentation of illness and/or inability to attend work which details the medical condition within the limits of the law and treatment plan with periodic updates from a physician, nurse, chiropractor, dentist, or other health care provider.

In any situation, which persists to the point where the Principal/ Supervisor deems it necessary to consider disciplinary action against an employee for suspected abuse of sick time, the Principal/ Supervisor will immediately notify the Superintendent and the President of the Union/Association.

No action undertaken more than one year previously without recurrence of such abuse shall be considered in evaluating situations, which suggest abuse in subsequent school years.

In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick time and agrees to reasonably interpret and apply this provision.

ARTICLE 8 SICK LEAVE POOL

8.1 It is agreed that the employees covered by this Agreement may form a Sick Leave Pool (hereinafter referred to as the "Pool") under the following conditions:

- (a) Membership shall be required.
- (b) The Pool shall be administered by the Sick Leave Committee of the Association.
- (c) In order to join the Pool, an employee shall donate a minimum of two (2) days to the Pool, said days shall be deducted from the employee's accumulated sick leave. Additional days may be contributed at the request of the Association provided,

however, no said additional days shall be so contributed more frequently than once each school year.

- (d) An employee must join the Pool upon completion of ninety (90) days employment effective the first day of the next succeeding month following said ninety (90) days.
- (e) Application for use of days from the Pool must be approved by said Sick Leave Committee, and such approval shall be granted in writing with notice to the Committee prior to commencement of leave or payment thereunder. If an application is denied, the reason(s) shall be set forth in writing with notice to the employee and the Committee.
- (f) The use of the Sick Leave Pool is limited to 193 days for 10 month employees, 213 for 11 month employees and 247 days for 12 month employees. After an initial award of ten (10) days, and in the case of extended illnesses, grants may be made upon the approval of the Superintendent or his/her designee.
- (g) In no case, shall the number of days granted exceed the total number of days in the Pool at that time.
- (h) No employee who contributes days to the Pool may withdraw them. If an assessment becomes necessary, each employee will contribute two (2) days in June (or sooner if necessary) by vote of the Executive Board.
- (i) Days contributed to the Pool shall remain in the Pool until used.

The Committee is hereby absolved of any and all responsibility for the operation of the Pool and shall not be subject to any grievance or arbitration action relating to the operation or administration of the Pool.

No later than June 30 of each school year, the Group will deliver to the Superintendent an Annual Sick Leave Pool Report which will include, but not be limited to, an accounting of days awarded, day accumulated, and days remaining as a balance. Said accounting is subject to verification at the request of the Superintendent.

ARTICLE 9 BEREAVEMENT LEAVE

- 9.1 A maximum of five (5) workdays can be taken of Bereavement Leave in the case of the death of an employee's immediate family. Immediate family is defined as an employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law,

sister-in-law, domestic partner, grandparent and grandchildren. At the discretion of the Superintendent of Schools, this leave may be extended for out of city deaths.

Bereavement Leave of two (2) days may be taken for the death of a relative of an employee who is the employee's aunt, uncle, great grandparent, niece or nephew. Said bereavement day shall be the day of the funeral and the time so granted for the purpose of attending said funeral.

ARTICLE 10 SABBATICAL LEAVE

- 10.1 Sabbatical Leave may be granted by the Committee only for those purposes which are designed to improve instruction in or the administration of the Methuen Public Schools.

Leaves granted for professional Post-Master's study which, in the judgment of the Committee, shall contribute to the individual's cultural or technical qualifications in the school system shall be considered consistent with said purpose.

- 10.2 An employee who has completed at least seven (7) school years of uninterrupted and satisfactory service in an educational administrative capacity of which the last four (4) have been in the Methuen Public Schools shall be eligible for Sabbatical Leave.
- 10.3 No more than one employee shall be on sabbatical leave at the same time, except that two (2) administrators may be granted such leave if, in the previous year, none was taken and at least two (2) or more apply.
- 10.4 Sabbatical Leave may be granted for either one- half or one full school year.
- 10.5 An employee placed on Sabbatical Leave shall receive seventy-five (75%) percent of the annual salary he received in the year immediately preceding the leave year as compensation while on sabbatical leave.
- 10.6 An employee granted a Sabbatical Leave shall, prior to the granting of such leave, sign a written agreement with the Committee that, upon termination of the Sabbatical Leave he shall return to employment service in the Methuen Public Schools for a period of at least two (2) years, failure of which shall require repayment, to the Committee, of an amount equal to that which was paid to him while on said leave. This provision will be waived in the event that the administrator's failure to serve said two year period following his return from sabbatical leave is due to the death or disability of the administrator or due to some other reason approved at the sole discretion of the Committee.

- 10.7 Application for Sabbatical Leave shall be made on the appropriate form and accompanied by a statement of plan for the Sabbatical Leave.
- 10.8 Applications for said leave shall be received not later than December 1 of any given school year. Applicants will be notified, in writing, not later than the next succeeding March 1 regarding disposition of the request.
- 10.9 Alleged violations of this Article are neither grievable nor arbitrable.

ARTICLE 11
PROFESSIONAL DEVELOPMENT

- 11.1 An employee shall be reimbursed for expenses upon proof of payment up to four hundred and seventy five (\$475.00) DOLLARS per school year for attendance at and participation in educational or administrative training meeting(s), seminar(s) or conference(s) which has received the prior approval of the Committee, and/or for charges to sustain his/her membership in the professional organization most appropriate to the educational or administrative position he/she holds in the Methuen Public Schools. An employee excused to attend said educational or administrative training shall receive his regular compensation as though he was in attendance at his regularly assigned position. No payment herein provided shall be made without the prior approval of the Superintendent.
- 11.2 An employee shall be evaluated by his supervisor at least once each school year using the timelines attached. All evaluations shall be reviewed for and commented on by the Superintendent and the employee concerned prior to being placed in the employee's personnel file. Each evaluation shall be signed by the employee as evidence of his being given the opportunity to review and comment on the evaluation. The employee may request a copy of the completed evaluation.
- 11.3 Prior to the start of each academic year, each Administrator will develop, in conjunction with his/her supervisor, a professional development plan to be fulfilled by that Administrator during that year in order to enhance his/her role as an Administrator in the Methuen School System. The scope of such plan will approximate the scope of a graduate course. The Administrator will not be obligated to take a graduate course, but may include a district level course.
- 11.4 Administrators will be given 2 graduate credits for horizontal movement on the salary scale per year for planning and facilitating half and full day in-service professional development.

ARTICLE 12 PERSONNEL FILE

- 12.1 An employee has the right, upon request, to review the contents of his personnel file. An employee may, if he wishes, have a representative of the Association accompany him during such review. At no time shall such personnel file be removed from the Superintendent's control and possession. The file may be reproduced for the purpose of satisfying an order of any Court of competent jurisdiction or upon the written request of the employee.
- 12.2 No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review said material. The employee shall acknowledge that he has had the opportunity to review said material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall have the right to submit a written answer to said material, and his answer shall be reviewed by the Superintendent prior to attachment to the file copy.
- 12.3 Any complaint regarding an employee, made by a parent, student or other person, requiring administrative action shall be called to the attention of the employee prior to the taking of any adverse action.
- 12.4 The Association recognizes the authority and responsibility of the Committee and the Superintendent for disciplining or reprimanding an employee for delinquency of professional performance. If an employee is to be disciplined or reprimanded by the Committee or by the Superintendent, he may, if he wishes, have a representative of the Association present. In all such cases, the disciplining or reprimanding shall be done in private. This provision is not intended to infringe upon or limit the Committee's or Superintendent's right or privilege to discuss with an employee his general or professional conduct on the job nor limit the Superintendent's ability to communicate with his staff on any basis. Disciplining and reprimanding is defined as those situations in which, for just cause, written documentation of the incident(s) are placed in the employee's personnel file.
- 12.5 No administrator shall be suspended, issued a written reprimand, terminated or otherwise reduced in compensation without just cause. It is specifically agreed that this article shall not be applicable to the non-renewal of a non-tenured administrator.

**ARTICLE 13
INSURANCE**

- 13.1 The Methuen Education Association has ratified their health insurance agreement through the Methuen Public Employee Committee with the City of Methuen under MGL Chapter 32B section 19.
- 13.2 The Committee, through the City of Methuen, Massachusetts, shall pay fifty (50%) percent of the cost of the premium for each regular employee eligible for and electing participation in the life insurance program adopted and maintained by said City.

**ARTICLE 14
LONGEVITY**

- 14.1 Any bargaining unit member hired prior to July 1, 2020, who completes a period seven (7) years or more of full-time employment within the Methuen Public Schools will receive \$100.00 for each year of employment to be paid annually in a separate check to be paid on the first pay day of the fiscal year for the contract year. For purposes of this section only, continuous full-time employment will not include leaves of absence without pay in excess of ninety school days.

**ARTICLE 15
JOB DESCRIPTIONS**

- 15.1 Prior to the official adoption by the School Committee or Superintendent of a job description for any position or positions covered by this Agreement, the individual(s) will be notified and given an opportunity to contribute, review and comment on said job descriptions with the Superintendent or his designee within fourteen (14) working days of notification. It is understood that the final decision, however, shall remain with the School Committee or Superintendent.
- 15.2 Prior to the official adoption by the School Committee or Superintendent of job description(s) for a newly created position(s) to be covered by this Agreement, the appointee, or if there is none yet, the Chairman of the Association or his designee will be notified and given an opportunity to contribute, review and comment on said job description(s) with the Superintendent or his designee within fourteen (14) working days

of notification. It is understood that the final decision, however, shall remain with the School Committee or Superintendent.

- 15.3 The parties to this Agreement shall mutually develop specific job descriptions for every classification title in the bargaining unit for which such a specific job description does not currently exist.

ARTICLE 16 EMERGENCY CLOSINGS

- 16.1 Members of the Association employed in twelve (12) month positions will be expected to report to his/her position on any day during inclement weather when school is cancelled and the day has to be made up at the end of the school year, subject to the discretion of the Superintendent. The superintendent may designate said days as "remote" work days whenever it is reasonable to do so, and will inform the Association by calling a designated member of the Association.

It is agreed that when a pandemic or other circumstances forces the closure of buildings to in person learning; and all students and staff are learning remotely, Unit B members will report to his/her position unless the Superintendent designates these days are remote work days.

ARTICLE 17 REDUCTION IN FORCE

- 17.1 The Superintendent retains the right to determine the number and kind of administrative positions and other professional staff positions which are needed and to determine those employees to be laid off or recalled. Such decisions shall be final and binding except where specifically abridged or modified by the terms of this Agreement.
- A. The Superintendent shall make every effort to notify an administrator affected by a reduction in staff by or before April 15th of the school year preceding the school year affected by the lay-off, but no such notice shall be given later than June 15 to reflect statutory notice requirements just preceding the school year affected.
- B. When the Superintendent determines that the number of staff to be employed for a given school year, is less than that of a previous year, the following provisions shall apply:

1. No non-probationary administrator shall be laid off from a job title if there is a probationary status administrator serving within the same job title.
2. Non-probationary administrators serving in a job title shall be laid-off in the sequence starting with the administrator having the least seniority which shall be defined as the length of continuous full time service in the Methuen Public Schools as either a 'teacher' as defined in the Unit A Agreement or as an 'administrator' as defined in this Agreement or any continuous combination of such service.
3. If it is found that two (2) non-probationary administrators are equal in length of service, then the date of appointment to that job title shall be used to determine seniority in that job title for the purpose of this Article.
4. A non-probationary or probationary administrator laid off from a job title may bump into another job title within the bargaining unit, provided that (1) the administrator holding the job title to be bumped is in a probationary (non-tenured) status, (2) the laid off administrator has previously served in that job title in a non-probationary (tenured) status, (3) the laid off administrator is also certified for that job title and (4) the Superintendent recommends the transfer.
5. An administrator who is laid off from a job title within the Administrative Unit may be moved into a Unit A position as long as he/she was originally employed with the Methuen Public Schools in a Unit A position.
6. A non-probationary or a probationary administrator laid off from a job title, shall have the right of recall to that job title or another comparable job title within the Association for the period extending to the third September 15th from the date of the official lay-off notification. While the former non-probationary administrator is on recall status, the Committee and Superintendent agree not to fill any vacancies for which a former non-probationary or probationary administrator is qualified and certified, and has previously been employed in said job title, for at least one (1) year.
7. If a former non-probationary or probationary administrator in lay-off/recall status is offered, by the Superintendent, the same or a comparable job title to that previously held, and refuses to accept the position offer, that administrator shall then not be afforded any additional extension of recall privileges.
8. The Superintendent shall publish a system-wide listing of any administrative vacancies, as soon as possible, after such is established and have said listing posted in every school building. During the summer recess a listing of administrative vacancies shall be sent to the Chairman of the

Association and administrators on recall status shall be sent a copy of such listings.

9. The Superintendent shall notify any probationary administrator serving in any job title in writing, on or before June 15th to reflect statutory notice requirements, should it be decided not to employ said administrator in that job title for the subsequent school year. Such a decision of the Superintendent shall be final and not subject to grievance or arbitration.

10. Normal attrition shall be used to accomplish necessary reduction in force to the extent which is practical.

11. There shall not be any automatic vertical bumping of job titles except as may be specifically stated elsewhere in this Article.

17.2 DEFINITIONS AND CLARIFICATIONS

1. Probationary Administrator

An administrator serving in the first, second or third year of appointment to a job title.

2. Non-Probationary Administrator

An administrator who has begun or is continuing work following a fourth tenure appointment to a job title.

3. Job Title

A specific and unique job classification which has been created by the Committee which may be listed as part of this Article but not limited thereto. (e.g. a Director is a different job title from a Supervisor, which is different from that of Department Chairperson)

4. Seniority

Seniority defined as the length of continuous service in the District (as teacher and/or Administrator).

5. Recall

The specified period of time following a reduction in force or lay-off from employment when the former administrator may receive preference for re-hire.

6. Bump

The displacement of one (1) administrator in the bargaining unit by another administrator in the bargaining unit who has greater seniority within the bargaining unit.

ARTICLE 18 PARENTAL LEAVE

18.1 Short Term (Statutory) Parental Leave

- (a) Upon receipt from an administrator of at least two (2) weeks' written notice, when possible, of her anticipated date of departure and intention to return for the birth, adoption, or foster placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled), the Committee shall grant parental leave for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 105D.
- (b) Though said leave itself will be without pay, the administrator may elect to use any of his/her sick leave accumulation for disability during said period of eight (8) weeks or any portion thereof, or for any period of disability resulting from pregnancy extending beyond said eight (8) weeks.
- (c) Said leave may be extended by mutual agreement of the administrator and the Superintendent in order that said administrator may return at an appropriate time in consideration of the students' program(s), such as at the beginning of a marking period, or after a vacation period.

18.2 Extended Parental Leave

In the event an administrator employed by the Committee for more than one (1) year desires a leave beyond the eight (8) weeks provided by statute, the procedure below shall be followed:

- (a) The Superintendent shall be notified in writing at least thirty (30) days prior to the expected date of the beginning of extended parental leave, said leave to be without pay.
- (b) Said extended parental leave may be for up to one (1) year at the discretion of the administrator, with the resumption of employment ordinarily occurring at the beginning of school in September or, upon consultation with the Superintendent, at the beginning of the second semester or marking period. Said leave, upon written request, may be extended by the Committee upon recommendation of the Superintendent.

18.3 Miscellaneous Provisions

(a) All benefits to which an administrator was entitled at the time his/her parental leave commenced, excepting any sick leave used during said leave pursuant to 18.1 (b) above, will be restored to his/her upon his/her return.

(b) An administrator returning from parental leave will be assigned to his/her previous position whenever possible or to a comparable position that is then available.

ARTICLE 19 EFFECT OF AGREEMENT

19.1 This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations.

19.2 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement even though such subjects or matters may or may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 20 NO STRIKE - NO LOCK OUT

20.1 The Association agrees that there shall be no strike, work-stoppage, en mass quit, slowdown, or any other interferences with the usual and customary conduct of the educational and business affairs and activities of the Methuen Public Schools or any of its employees by the Association or any of its agents or members, that neither the Association nor any of its agents or members will initiate, condone, sanction or participate in any of the foregoing acts, and if the Association by any action of its officers, agents or members does initiate, condone, sanction or participate in any such acts or interferences, this Agreement shall be considered terminated by the Committee.

20.2 The Committee agrees that there shall be no lockout of the employees from their employment during the term of this Agreement provided the employees continue in the faithful performance of their assigned and directed duties and responsibilities.

**ARTICLE 21
SEVERABILITY**

- 21.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and shall be without force and effect except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

**ARTICLE 22
TUITION WAIVER FOR EMPLOYEES' CHILDREN**

Any Unit B members who are not residents of Methuen, and who begin employment in the Methuen Public Schools on or before July 1, 2009, may enroll their children in the Methuen Public Schools as long as:

1. There is an available slot.
2. The parent/unit member provides for the transportation of the student(s) to and from the Methuen Public Schools.
3. He or she is not and does not become a discipline problem.
4. He or she does not require any special services, programs, or otherwise cause Methuen Public Schools to incur any expense.
5. If any of the conditions in paragraph 1 and/or 2 are not met, and/or the conditions in paragraph 3 and/or 4 exist, any obligation of the Committee under this article shall cease.

Requests under this Article must be renewed each year in writing to the Director of Pupil Services on or before May 15th.

Decisions of the School Committee in regard to the terms of this article shall be neither grievable or arbitrable.

**ARTICLE 23
DURATION**

23.1 This Agreement is effective July 1, 2020 through June 30, 2022 and shall terminate automatically on that date. If either the Committee or the Association desires to negotiate a successor Agreement, then such party shall give written notice of this to the other not later than October 1st preceding the termination date.

METHUEN SCHOOL COMMITTEE

METHUEN ADMINISTRATORS ASSOCIATION

Karen L. Hallbauer
Susan M. Nicholson
Jan Lynn
Chris
Heidi
B. S. J.

Jeff Osgood
E. A. [unclear]
Bob [unclear]
Chelsea Kearney
Meredith Mann

Appendix A

| FY'20 Salary Scale | | | | | | |
|---|-----------|-----------|-----------|-----------|-----------|-----------|
| 12 Month Directors-- Community Programs | | | | | | |
| | M | M+30 | CAGS | M+60 | M+75 | Doctorate |
| 1 | \$98,961 | \$104,324 | \$107,002 | \$109,682 | \$111,327 | \$112,327 |
| 2 | \$100,981 | \$106,411 | \$109,144 | \$111,875 | \$113,554 | \$114,554 |
| 3 | \$102,961 | \$108,538 | \$111,325 | \$114,112 | \$115,825 | \$116,825 |
| 4 | \$105,019 | \$110,707 | \$113,552 | \$116,395 | \$118,141 | \$119,141 |
| 5 | \$107,118 | \$112,923 | \$115,823 | \$118,723 | \$120,504 | \$121,504 |
| 6 | \$109,261 | \$115,181 | \$118,140 | \$121,098 | \$122,913 | \$123,913 |
| 7 | \$111,446 | \$117,484 | \$120,503 | \$123,519 | \$125,373 | \$126,373 |
| | | | | | | |
| 12 Month -Associate Principals | | | | | | |
| | M | M+30 | CAGS | M+60 | M+75 | Doctorate |
| 1 | \$102,713 | \$105,685 | \$107,167 | \$108,665 | \$110,294 | \$111,294 |
| 2 | \$104,768 | \$107,796 | \$109,312 | \$110,827 | \$112,489 | \$113,489 |
| 3 | \$106,862 | \$109,953 | \$111,497 | \$113,044 | \$114,740 | \$115,740 |
| 4 | \$109,001 | \$112,151 | \$113,728 | \$115,305 | \$117,035 | \$118,035 |
| 5 | \$111,180 | \$114,395 | \$116,003 | \$117,610 | \$119,375 | \$120,375 |
| 6 | \$113,404 | \$116,681 | \$118,323 | \$119,963 | \$121,762 | \$122,762 |
| 7 | \$115,672 | \$119,015 | \$120,689 | \$122,362 | \$124,197 | \$125,197 |
| | | | | | | |
| 11 Month-- Supv of Fine Arts | | | | | | |
| | M | M+30 | CAGS | M+60 | M+75 | Doctorate |
| 1 | \$93,395 | \$97,555 | \$99,715 | \$101,876 | \$104,470 | \$105,470 |
| 2 | \$95,263 | \$99,507 | \$101,709 | \$103,913 | \$105,472 | \$106,472 |
| 3 | \$97,169 | \$101,497 | \$103,743 | \$105,991 | \$107,581 | \$108,581 |
| 4 | \$99,113 | \$103,527 | \$105,818 | \$108,112 | \$109,734 | \$110,734 |
| 5 | \$101,094 | \$105,597 | \$107,934 | \$110,273 | \$111,927 | \$112,927 |
| 6 | \$103,116 | \$107,708 | \$110,093 | \$112,478 | \$114,164 | \$115,164 |
| 7 | \$105,178 | \$109,954 | \$112,295 | \$114,728 | \$116,448 | \$117,448 |
| | | | | | | |

| 10 Month-- Dept Chairs, Supv of PE, Health & Wellness, Supv of Adult Ed, Supv of ELE, SEA | | | | | | |
|--|----------|-------------|-------------|-------------|-------------|------------------|
| | M | M+30 | CAGS | M+60 | M+75 | Doctorate |
| 1 | \$84,337 | \$89,697 | \$91,889 | \$94,080 | \$95,491 | \$96,491 |
| 2 | \$86,023 | \$91,491 | \$93,727 | \$95,962 | \$97,401 | \$98,401 |
| 3 | \$87,744 | \$93,320 | \$95,601 | \$97,881 | \$99,348 | \$100,348 |
| 4 | \$89,499 | \$95,187 | \$97,513 | \$99,838 | \$101,336 | \$102,336 |
| 5 | \$91,289 | \$97,091 | \$99,464 | \$101,834 | \$103,363 | \$104,363 |
| 6 | \$93,115 | \$99,034 | \$101,452 | \$103,871 | \$105,429 | \$106,429 |
| 7 | \$94,977 | \$101,013 | \$103,482 | \$105,949 | \$107,537 | \$108,537 |

| FY'21 Salary Scale-- 0% to 11 month scale, all other categories 1.5% COLA Steps 1-6, 1% step 7 | | | | | | |
|---|-----------|-------------|-------------|-------------|-------------|------------------|
| 12 Month Directors-- Community Programs | | | | | | |
| | M | M+30 | CAGS | M+60 | M+75 | Doctorate |
| 1 | \$100,446 | \$105,889 | \$108,607 | \$111,327 | \$112,997 | \$113,997 |
| 2 | \$102,495 | \$108,007 | \$110,781 | \$113,553 | \$115,257 | \$116,257 |
| 3 | \$104,505 | \$110,166 | \$112,995 | \$115,824 | \$117,562 | \$118,562 |
| 4 | \$106,594 | \$112,368 | \$115,255 | \$118,141 | \$119,913 | \$120,913 |
| 5 | \$108,725 | \$114,617 | \$117,560 | \$120,503 | \$122,311 | \$123,311 |
| 6 | \$110,900 | \$116,909 | \$119,912 | \$122,914 | \$124,757 | \$125,757 |
| 7 | \$112,560 | \$118,659 | \$121,708 | \$124,755 | \$126,627 | \$127,627 |
| 12 Month -Associate Principals | | | | | | |
| | M | M+30 | CAGS | M+60 | M+75 | Doctorate |
| 1 | \$104,254 | \$107,270 | \$108,774 | \$110,295 | \$111,948 | \$112,948 |
| 2 | \$106,340 | \$109,413 | \$110,952 | \$112,489 | \$114,177 | \$115,177 |
| 3 | \$108,465 | \$111,602 | \$113,169 | \$114,739 | \$116,461 | \$117,461 |
| 4 | \$110,636 | \$113,834 | \$115,434 | \$117,035 | \$118,790 | \$119,790 |
| 5 | \$112,848 | \$116,110 | \$117,743 | \$119,374 | \$121,166 | \$122,166 |
| 6 | \$115,105 | \$118,432 | \$120,097 | \$121,762 | \$123,589 | \$124,589 |
| 7 | \$116,829 | \$120,205 | \$121,895 | \$123,586 | \$125,439 | \$126,439 |

| 11 Month-- Supv of Fine Arts | | | | | | |
|--|-----------|-------------|-------------|-------------|-------------|------------------|
| | M | M+30 | CAGS | M+60 | M+75 | Doctorate |
| 1 | \$93,395 | \$97,555 | \$99,715 | \$101,876 | \$104,470 | \$105,470 |
| 2 | \$95,263 | \$99,507 | \$101,709 | \$103,913 | \$105,472 | \$106,472 |
| 3 | \$97,169 | \$101,497 | \$103,743 | \$105,991 | \$107,581 | \$108,581 |
| 4 | \$99,113 | \$103,527 | \$105,818 | \$108,112 | \$109,734 | \$110,734 |
| 5 | \$101,094 | \$105,597 | \$107,934 | \$110,273 | \$111,927 | \$112,927 |
| 6 | \$103,116 | \$107,708 | \$110,093 | \$112,478 | \$114,164 | \$115,164 |
| 7 | \$105,178 | \$109,954 | \$112,295 | \$114,728 | \$116,448 | \$117,448 |
| 10 Month-- Dept Chairs, Supv of PE, Health & Wellness, Supv of Adult Ed, Supv of ELE, SEA | | | | | | |
| | M | M+30 | CAGS | M+60 | M+75 | Doctorate |
| 1 | \$85,602 | \$91,042 | \$93,267 | \$95,492 | \$96,924 | \$97,924 |
| 2 | \$87,314 | \$92,863 | \$95,133 | \$97,402 | \$98,862 | \$99,862 |
| 3 | \$89,060 | \$94,720 | \$97,035 | \$99,349 | \$100,838 | \$101,838 |
| 4 | \$90,841 | \$96,615 | \$98,976 | \$101,336 | \$102,856 | \$103,856 |
| 5 | \$92,638 | \$98,547 | \$100,956 | \$103,361 | \$104,913 | \$105,913 |
| 6 | \$94,512 | \$100,519 | \$102,974 | \$105,429 | \$107,011 | \$108,011 |
| 7 | \$95,926 | \$102,023 | \$104,517 | \$107,008 | \$108,613 | \$109,613 |

| FY'22 Salary Scale-- 0% | | | | | | |
|--|-----------|-------------|-------------|-------------|-------------|------------------|
| 12 Month Directors-- Community Programs | | | | | | |
| | M | M+30 | CAGS | M+60 | M+75 | Doctorate |
| 1 | \$100,446 | \$105,889 | \$108,607 | \$111,327 | \$112,997 | \$113,997 |
| 2 | \$102,495 | \$108,007 | \$110,781 | \$113,553 | \$115,257 | \$116,257 |
| 3 | \$104,505 | \$110,166 | \$112,995 | \$115,824 | \$117,562 | \$118,562 |
| 4 | \$106,594 | \$112,368 | \$115,255 | \$118,141 | \$119,913 | \$120,913 |
| 5 | \$108,725 | \$114,617 | \$117,560 | \$120,503 | \$122,311 | \$123,311 |
| 6 | \$110,900 | \$116,909 | \$119,912 | \$122,914 | \$124,757 | \$125,757 |

| | | | | | | |
|--|-----------|-------------|-------------|-------------|-------------|------------------|
| 7 | \$112,560 | \$118,659 | \$121,708 | \$124,755 | \$126,627 | \$127,627 |
| | | | | | | |
| 12 Month -Associate Principals | | | | | | |
| | M | M+30 | CAGS | M+60 | M+75 | Doctorate |
| 1 | \$104,254 | \$107,270 | \$108,774 | \$110,295 | \$111,948 | \$112,948 |
| 2 | \$106,340 | \$109,413 | \$110,952 | \$112,489 | \$114,177 | \$115,177 |
| 3 | \$108,465 | \$111,602 | \$113,169 | \$114,739 | \$116,461 | \$117,461 |
| 4 | \$110,636 | \$113,834 | \$115,434 | \$117,035 | \$118,790 | \$119,790 |
| 5 | \$112,848 | \$116,110 | \$117,743 | \$119,374 | \$121,166 | \$122,166 |
| 6 | \$115,105 | \$118,432 | \$120,097 | \$121,762 | \$123,589 | \$124,589 |
| 7 | \$116,829 | \$120,205 | \$121,895 | \$123,586 | \$125,439 | \$126,439 |
| | | | | | | |
| | | | | | | |
| 11 Month-- Supv of Fine Arts & SEA | | | | | | |
| | M | M+30 | CAGS | M+60 | M+75 | Doctorate |
| 1 | \$93,395 | \$97,555 | \$99,715 | \$101,876 | \$104,470 | \$105,470 |
| 2 | \$95,263 | \$99,507 | \$101,709 | \$103,913 | \$105,472 | \$106,472 |
| 3 | \$97,169 | \$101,497 | \$103,743 | \$105,991 | \$107,581 | \$108,581 |
| 4 | \$99,113 | \$103,527 | \$105,818 | \$108,112 | \$109,734 | \$110,734 |
| 5 | \$101,094 | \$105,597 | \$107,934 | \$110,273 | \$111,927 | \$112,927 |
| 6 | \$103,116 | \$107,708 | \$112,478 | \$116,357 | \$114,164 | \$115,164 |
| 7 | \$105,178 | \$109,954 | \$112,295 | \$114,728 | \$116,448 | \$117,448 |
| | | | | | | |
| | | | | | | |
| 10 Month-- Dept Chairs, Supv of PE, Health & Wellness, Supv of Adult Ed, Supv of ELE, SEA | | | | | | |
| | M | M+30 | CAGS | M+60 | M+75 | Doctorate |
| 1 | \$85,602 | \$91,042 | \$93,267 | \$95,492 | \$96,924 | \$97,924 |
| 2 | \$87,314 | \$92,863 | \$95,133 | \$97,402 | \$98,862 | \$99,862 |
| 3 | \$89,060 | \$94,720 | \$97,035 | \$99,349 | \$100,838 | \$101,838 |
| 4 | \$90,841 | \$96,615 | \$98,976 | \$101,336 | \$102,856 | \$103,856 |
| 5 | \$92,658 | \$98,547 | \$100,956 | \$103,361 | \$104,913 | \$105,913 |
| 6 | \$94,512 | \$100,519 | \$102,974 | \$105,429 | \$107,011 | \$108,011 |
| 7 | \$95,926 | \$102,023 | \$104,517 | \$107,008 | \$108,613 | \$109,613 |

A1 All administrators shall be paid in twenty-six (26) biweekly payments. For 10 month employees five (5) of said 26 payments will be paid no later than the last day in June. If a holiday occurs on a Thursday, administrators shall be paid on the last workday before such holiday whenever possible.

A.2 Miscellaneous Provision

A committee of representatives from the Association will meet with the Superintendent to develop an evaluation process and instrumentation that is consistent with regulations promulgated pursuant to the Education Reform Act of 1993. Said evaluation system to be finalized no later than June 30, 1999 and to be used to measure administrative performance beginning in the 1999-2000 school year. Both parties agree to form a subcommittee to rework the evaluation tool and the evaluator/evaluatee designation. A Committee will be formed to address any changes to the new evaluation system (Teachpoint) for Administrative Unit (MAA).

A.3 Each vacation and sick day will be calculated on paychecks in 8 hour increments for reporting purposes only.

A.4 Salary Schedule movement

Effective July 1, 2013, the following step movement schedule will replace the current schedule in effect through June 30, 2013.

- Step 1: 0 years in district
- Step 2: Start of 4th year in district
- Step 3: Start of 6th year in district
- Step 4: Start of 8th year in district
- Step 5: Start of 10th year in district
- Step 6: Start of 12th year in district
- Step 7: Start of 14th year in district