

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

METHUEN SCHOOL COMMITTEE

AND THE

METHUEN EDUCATION ASSOCIATION

JULY 1, 2021 – JUNE 30, 2024

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AGREEMENT

This Agreement is made and entered into this 26th day of May 2021 by and between the Methuen School Committee (hereinafter referred to as the "Committee") and the Methuen Education Association (hereinafter referred to as the "Association".)

The non-gendered pronouns "they/them/their" are used throughout this Agreement in the singular.

**ARTICLE 1
RECOGNITION**

The Committee hereby recognizes the Association for the purposes of collective bargaining (as provided by Chapter 150, Section E of the General Laws of the Commonwealth of Massachusetts) as the sole and exclusive bargaining representative for the following employees of the Methuen School System in a basic teacher bargaining unit called Unit A: All teachers, including all special subject teachers, therapists, guidance counselors, school adjustment counselors, psychologists, media specialists, curriculum resource teachers, instructional coaches, instructional technology specialists, and permanent substitute teachers.

Unless otherwise indicated, the employees in the above Unit A hereinafter will be referred to as the "teachers".

A permanent substitute shall be a person employed by the Committee prior to September 30 of any school year for the remainder of the school year in which employed.

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 in the Association or by reason of any activity in the Association not in contravention of any provision of this Agreement or law.

The Methuen School Committee is an Equal Opportunity/Affirmative Action Employer and Service Provider.

**ARTICLE 2
COMMITTEE RIGHTS - MANAGEMENT RIGHTS**

The Committee has and will continue to have the rights and responsibilities as established by the General Laws of the Commonwealth of Massachusetts in setting policies for the Methuen Public Schools. These rights and responsibilities shall not be exercised in a manner so as to violate this Agreement or any part thereof.

**ARTICLE 3
GRIEVANCE PROCEDURE**

The procedure set forth in this article is to provide a means for the orderly consideration and resolution of those matters which are not, or cannot, be handled to a teacher's satisfaction through normal day to day discussions between teachers, supervisors, and administrators. Said procedure shall be kept as informal and confidential as appropriate to each particular level.

A. DEFINITION AND SCOPE

A grievance may arise from the application of any provision(s) of this Agreement to any teacher, subject to the terms of this Agreement. A grievance shall exist as such, only when designated as such, by a written statement describing the pertinent circumstances, the claim and/or request of the aggrieved, which is dated and signed according to the following procedure:

B. PROCEDURE

Informal discussion of any situation or the interpretation or application of the provisions of this Agreement shall not be designated as a grievance, and any such informal question or complaint shall not be subject to the rules of the grievance procedure, as stated herein, until set forth in writing in accordance with the provisions of Section A filed with the immediate supervisor or the appropriate principal of the grievant(s). No grievance may be heard without first having been presented at the lowest level at which the remedy sought can be provided. The grievant(s) shall promptly furnish a copy of said grievance to the Association, and the Association formally may appear as an authorized party in interest at any of the procedural levels.

The grievant(s) shall be entitled to have the individual receiving the written grievance sign a duplicate thereof, acknowledging thereby only the date of receipt. This shall constitute filing as referred to herein. All times and procedures specified herein shall commence as of the date the grievance is filed.

If the original grievant(s) is (are) personally satisfied with the resolution of the problem at any level, said grievant(s) shall terminate this grievance by a signed written statement to that effect.

LEVEL ONE: Upon filing of the grievance, which shall be filed as soon as possible subsequent to the event, or condition, upon which said grievance is based, but in no instance not later than twenty (20) school days after the event leading to the grievance or first knowledge thereof, the principal and/or appropriate supervisor shall meet within five (5) school days after the grievance is filed with said grievant(s) in an effort to resolve the grievance. A grievance that affects a group of employees, either from different buildings, or is of general nature, originally shall be filed, in writing, by the Association directly with the Superintendent and the processing of such grievance shall commence at Level Two.

LEVEL TWO: In the event that the grievance shall not have been resolved to the satisfaction of the grievant(s) by the end of five (5) school days after the meeting at Level One, the grievant(s) may refer the written grievance to the Superintendent. Within ten (10) school days following the receipt of the grievance, the Superintendent, or his designee, shall meet with the grievant(s) and any other authorized party in interest in an attempt to resolve the grievance. The person(s) hearing the grievance at Level One may be present at the meeting held at Level Two at the request of the Superintendent or his designee.

LEVEL THREE: In the event that the grievance shall not have been resolved to the satisfaction of the grievant(s) by the end of five (5) school days after the meeting at Level Two, the grievant(s) may refer the written grievance to the full Committee. In such event, the committee, at its next regular meeting, or at any earlier special meeting, shall meet in executive session with the grievant(s) and any other authorized party in interest in an effort to resolve the grievance.

LEVEL FOUR: Should any grievance not be resolved by the end of ten (10) school days subsequent to said meeting at Level Three, the Association may submit the grievance, in writing, within twenty (20) school days after the meeting held at Level Three, to the American Arbitration Association or the Department of Labor Relations for arbitration in conformance with its respective arbitration rules. The decision of the arbitrator shall be final and binding on all parties. If the decision of the arbitrator requires the expenditure of funds not currently available to the Committee, the implementation of the decision may be postponed until funds are provided in the next subsequent budget. The fee and any reasonable expenses of the arbitrator shall be shared equally by the Association and the Committee.

C. GENERAL PROVISIONS

1. Failure of the party designated to hear a grievance and to respond within the stated time limit shall result in a decision in favor of the grievant(s).
2. Failure on the part of the grievant(s) to appeal the grievance to the next level within the established time limits shall be deemed to be acceptance of the decision rendered at the earlier level.
3. The grievant(s) may be represented by no more than three (3) Association members in presenting a case, one of which may be an MTA representative.
4. Any grievance not resolved by the end of school in June will be processed as though school were to remain in session throughout the summer, with each such school day to be counted for purposes of proceeding through the steps outlined in the levels.
5. All decisions shall be in writing.
6. In this grievance procedure, any authorized party in interest shall be defined as any person(s) authorized by either the Committee or the Association.
7. Records of any grievance shall not be filed in individual personnel files.
8. In the processing of any grievance, the Committee and the Association agree to use the grievance form as set forth in Appendix C.

**ARTICLE 4
TEACHER RIGHTS**

- A. Whenever any teacher is required by the Committee, the Superintendent or their agent to appear formally before any one or more of them concerning any matter which could directly and adversely affect the continuation of that teacher in their office, position or employment or the salary or any increments pertaining thereto, and a decision affecting said status may be made at said meeting, then they shall be given prior written notice of the

reasons for such meeting or interview and may have a representative of the Association present to advise them and represent them during such meeting or interview if they so desires.

- B. Evaluating and reporting pupil progress should be consistent with the exercise of the highest professional responsibility, and teachers have the right and responsibility in determining proper evaluation of pupils within the limits of the policies, rules and regulations of the Methuen School System. No evaluation report of the pupil progress shall be changed without consultation with and approval by the teacher involved, except in situations where it is evident to the administration that the teacher has not exercised full professional responsibility in carrying out the evaluation policies, rules and regulations of the Methuen School System, and the administration may only independently act after appropriate consultation with the affected teacher.

ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any authorized representative of the Association or any authorized or involved teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings scheduled by the Committee or Administration, they shall suffer no loss of pay.
- B. The Association and its representatives shall be allowed to use school buildings at reasonable hours for meetings, provided that the principal of the building in question shall be contacted at least forty-eight hours in advance of the time and place of all such meetings to assure that there are no conflicts with other planned activities. Standard procedures for use of school facilities will be followed for all meetings.
- C. The Association shall have, in each school building the use of at least one appropriately placed bulletin board in each faculty lounge or designated area for the purpose of posting official Association notices. Copies of all materials to be posted on such bulletin boards shall be signed by an authorized representative of the Association. The Association will determine that which is appropriate for the bulletin board.
- D. The Association shall have the right to use school mail boxes for the purpose of "mailing" official Association notices. Copies of all materials to be "mailed" in the school mail boxes shall be signed by an authorized representative of the Association. The Association will determine that which is appropriate for the mailboxes.
- E. The Association President shall be release from work responsibilities for the last three (3) hours of the work day, with the exception of days on which there are regularly scheduled faculty meetings or professional development activities. The President shall be relieved of all non-teaching duties during the term of office. The Association shall reimburse the Methuen Public Schools for the full cost of the substitute.

- F. Association Days: Upon five (5) days prior notice, whenever practicable, the Association president and elected Association representatives, whom they designates, may use up to fifteen (15) days for attending MTA and/or NEA committees, conventions and conferences, in order to represent the Methuen Education Association at such meetings. No more than two (2) people may participate in any one conference or convention. Methuen Education Association shall reimburse the District for the cost of the substitutes.
- G. Association Days: Upon five (5) days prior notice, teacher delegates to the MTA may request a day to attend the Annual Meeting of Delegates. The Methuen Education Association shall reimburse the District for the cost of the substitutes. No more than one delegate will be allowed for each fifty members of the Unit A bargaining unit.
- H. The Association will be provided with a copy of minutes of official Committee meetings (except minutes of executive session meetings) that are distributed to Committee members at official meetings as soon as possible after such meetings. A copy of the official agenda of the meeting, and any attached documents, will be mailed to the Association prior to said meeting.
- I. At the beginning of each school year, the Association shall be provided with a list of the new teachers in the system and a list of the distribution of teachers on the current salary schedule. A list of all teachers and their assignments shall be given to the Association at the beginning of each school year as soon as it is prepared for publication.
- J. An updated seniority list will be provided to the Association President by October 15th of each year.
- K. The Association will be allotted 1 hour on the convocation day for all staff prior to the start of each school year to meet with the bargaining unit members.

ARTICLE 6
TEACHER OBSERVATION AND EVALUATION

- A.
 - 1. All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Evaluations will be performed solely by designated evaluators making actual observations.
 - 2. Each teacher will be furnished with a copy of the standard evaluation form upon request.
- B. The signed Evaluation will then be forwarded to the central office for filing in the teacher's personnel folder, with a copy to be retained by the teacher.

- C. The teacher has a right at any time to add comments to any written report directly or by attaching a separate sheet to the report, with affixed signature and date. The teacher is particularly encouraged to make such comments as soon as possible if he/she is dissatisfied with any portion(s) of the report. If such comments are made subsequent to the filing of any such report, a copy of the comments shall be sent to the writer of such report.
- D. A teacher may review and make copies of the contents of her/his personnel folder excluding confidential recommendations. A teacher may have a representative of the Association assist her/him during such review, and the administration may designate someone of its choosing to be present during such review.
- E. The Association shall be represented on any sub-committee established for purposes of changing the evaluation instrument.
- F. The evaluation instrument is attached hereto as Appendix D.
- G. The Teacher Evaluation Handbook shall be evaluated by the ten-member Performance Standards Task Force.

**ARTICLE 7
WORK YEAR**

- A. The work year for bargaining unit members shall consist of no more than 182 days, which shall occur between the Tuesday before Labor Day and June 30. No school day will be scheduled the Friday before Labor Day. Of the 182 days, no more than 180 of them shall occur with students in attendance. In each given year, the following days will be half days for teachers; day before Thanksgiving, day prior to December break, either the day before February or April break, and the last day of the school year. Dismissal times on these days will be as follows:

	Student Dismissal	Teacher Dismissal
Lower School	11:45	12:15
Upper School	11:15	11:45
High School	10:25	10:55

- B. For all people new to the system, orientation days prior to the work year defined above may, at the discretion of the Committee or the Superintendent, be required as a condition of employment. New Teacher orientation will take place the week before the opening of school.

- C. Any employment beyond the required 182 days, except for B above, shall be compensated pro rata at a daily rate of 1/182nd of the employee's annual salary. This provision does not apply to extra-curricular activities, summer school, or summer workshops, for which teachers may apply and for which they are compensated according to separate schedules.
- D. The Superintendent, and or their designee, will consult with the Association regarding the development of the school calendar. After such consultation, the Superintendent will prepare the calendar and will again consult with the Association before final approval. The calendar for the following year will be posted before the end of the teacher year. The final decision regarding the calendar will be made by the Committee, taking into consideration the collaborative recommendation of the Superintendent and the Association.

ARTICLE 8
TEACHING HOURS AND TEACHING LOAD

A. The School Work Day for Teachers

- 1. The regular school workday of each teacher shall not exceed seven (7) consecutive hours. In the event that an extended day program is adopted by the Committee for any school, it is understood that while starting and ending time for teachers may vary for said school, the regular workday for each teacher shall not exceed seven (7) consecutive hours. Starting and ending times for teachers will be as follows:

High School 7:00 a.m. – 2:00 p.m.
Upper schools 7:45 a.m. – 2:45 p.m.
Lower schools 8:15 a.m. – 3:15 p.m.

Start and end times for students and teachers at each grammar school will be the same throughout the district. Whenever possible, given different school programming and staffing, best practices from each building will be used throughout the district to address building schedules and opening and dismissal procedures.

- 2. Said workday, within the above stipulated seven (7) hours, shall include the following:
 - a. At the grammar schools, the teacher work day will begin no earlier than 30 minutes prior to the official student day and end no later than 30 minutes after the close of the official student day. In no case will the teacher work day exceed seven hours.
 - b. A daily duty-free lunch period of at least 30 minutes for each teacher.
 - c. The length of the student day (including lunch time) at the grammar schools shall be 6 hours and 15 minutes.

- d. The length of the student day (including lunch time) at the high school shall be 6 hours and 36 minutes.
3. Teachers recognize and accept their professional responsibility of providing extra help to students beyond the regular workday. High School teachers will post their available before and after school hours weekly so that students can plan accordingly. Each teacher will post a minimum of 60 minutes per week. These minutes may be divided before and after school times.
4. Afternoon meetings beyond the above defined workday shall be held up to two times per month for all bargaining unit members. The meeting days shall be set at the beginning of the school year. No work product will be required to be completed beyond these meeting times. If said meetings are cancelled, they will not be rescheduled, rather all materials will be provided to bargaining unit members electronically.
5. Each teacher shall attend two evening meetings at her/his school per year, one of which shall be for purposes of an open house. The other will be for either parent conferences or in the case of the fine and performing arts teachers, for the art show, concert or drama production.
6. Delays and Early dismissals: In the event that the district determines that school will be delayed in the morning or released early in the afternoon due to inclement weather or other unforeseen events, the teacher work day will begin no earlier than 30 minutes prior to the official student start and no later than the 30 minutes after the official student release Administration, not teachers, are responsible for students that arrive before or leave after these times.

B. Planning Time

1. Teachers shall have planning time as follows:
 - a. Whenever a special subject teacher is teaching a grammar school class, the regular teacher may leave the classroom if it is part of the teacher's planning time.
 - b. Each K-8 teacher will be provided at least forty-five (45) minutes per day of planning time. Administrators will make every effort to schedule planning periods in consecutive minutes and not be broken up over the day or week.
 - c. Each high school teacher will be provided a daily planning period no shorter than the shortest core class period. Administrators will make every effort to schedule planning periods in consecutive minutes and not be broken up over the day or week.

- d. Each Preschool teacher will utilize the time after preschool students are dismissed for the day and any other time without students for planning purposes.
- e. All teachers' schedules will be arranged as equitably as possible on the basis of equality of classroom time. Exceptions may be made for the purposes of team teaching. During student half days, state and national testing days (i.e., MCAS, ACCESS, NAEP, AP), and whole-school events or field trips (e.g., pep rallies, school fund days and picnics, and full-day field trips), planning periods may be altered or shortened in length to accommodate the students' schedule.
- f. No teacher shall be required to attend a meeting during a regularly scheduled preparation period.

C. Substitute Teachers

- 1. Teachers are not to be used as substitutes for absent teachers except in emergency situations, and such assignments shall be made equitably.
- 2. Substitute teachers shall be assigned to cover the absences of teachers of special subjects, if possible, whenever substitutes are available. A special subject teacher is a teacher of a special subject which includes art, physical education, music, family and consumer sciences, engineering, health and media specialists.
- 3. Substitution for professional staff: When a teacher is absent and a substitute is not available if a teacher is asked by the principal or their designee to cover a class or to add additional students to their classroom, the teacher will be paid \$30 per class period for which they supervise students above their regularly assigned student caseload. The District agrees to create a form that is used at each school for requests for payment of sub pay.

D. Special Education

The Committee agrees that a teacher will not be assigned to an IEP during the teacher's duty-free lunch period. The Committee further agrees that a teacher will not have to cover two classes while the teacher of the other class is attending an IEP. Teachers who are assigned to IEPs during their planning time will continue to enjoy their rights under Sections B (1) (c) and B (2) or the equivalent thereof within a reasonable period of time.

**ARTICLE 9
CLASS SIZE**

- A. 1. The Superintendent agrees to make every reasonable effort to maintain the ratio of students to staff members covered by this Agreement. The Committee and the Association recognize that the pupil/teacher ratio is an essential aspect of quality education in Methuen.

Therefore, both parties agree that the class sizes set forth below are considered desirable standards for the maximum number of pupils per class:

- a. Grammar School classes 25
(the administrator in determining elementary class size shall consider the number of children with special needs and the nature of such needs.)
 - b. High School 25
 - c. Every reasonable effort will be made to maintain manageable caseloads for related service providers.
2. In addition, every reasonable effort will be made by the Committee to establish and maintain a class size approximating twenty-five (25) pupils for secondary and regular elementary classes. Sizes of other classes will be determined consistent with available facilities and the nature of the program. Since individualization is an important goal of education, a goal of staffing as suited to the various instructional tasks should be sought.
 3. The above shall not prohibit flexibility for purposes of team teaching, elective programs and/or other programs where other class sizes are more appropriate.
 4. The Committee and the Administration agree to give prompt notification to the Association and affected teachers regarding impending significant changes that might be made in any program, said notification allowing sufficient time to permit suggestions from any interested parties.
- A. Since the primary goal of counseling is to establish and maintain a good rapport with each counselee in order to assist effectively each student with her/his emotional maturation levels, the goal of staffing the guidance department with a suitable number of counselors should be sought. Therefore, every reasonable effort will be made by the Committee to establish a workable student/counselor ratio for purposes of providing counselors with adequate opportunities to implement the guidance services of the Methuen School System.

ARTICLE 10 NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Nevertheless, they agree as follows:

Teachers to the extent possible shall not be required to perform the non-professional duties in excess of sixty (60) minutes per week inclusive of the following duties listed.

1. Supervising playgrounds. Teachers may be assigned to supervision of playgrounds on a rotating and equitable basis within the seven hour teacher workday.

2. Supervising bus loading and/or unloading. Teachers may be assigned bus duty or student supervision in the morning and afternoon on a rotating and equitable basis within the seven hour teacher workday.
3. Collect money turned in by students for insurance and photographs.
4. Teachers are not expected to serve as parking attendants or perform parking supervisory duties.
5. Teachers will take daily attendance.

ARTICLE 11 COMPENSATION

The Committee and the Association agree to the following procedures regarding initial compensation, advancement on the salary schedule (See Appendix A), and payroll procedures:

- A. Initial placement on the salary schedule will be made by the Superintendent. In making the decision, the Superintendent shall consider the following:
 1. Educational preparation as evidenced by appropriate documentation of degrees and courses from accredited institutions of higher learning.
 2. Previous teaching experience, especially for all appropriate and comparable teaching experience in fully accredited educational institutions, including appropriate Fulbright teaching experience.
 3. Time spent on a Fulbright scholarship.
 4. Any other experience appropriate to the particular position for which the person is hired, such as Action Corps, National Teacher Training Corps, or relevant military service.
- B. Vertical movement on the salary schedule shall be granted by the Superintendent on the first day of the work year, provided the employee was employed as a teacher for at least ninety-two (92) consecutive days in the previous school year.
- C. Horizontal movement on the salary schedule shall occur when a teacher accrues the required number of pre-approved graduate credits or in-service credits in support of responsible budgeting by the school district, teachers must submit an electronic form by December 15th indicating they anticipate accruing sufficient credits to make a horizontal move by the following September. Teachers are responsible for submitting transcripts or comparable evidence substantiating the credits needed for horizontal movement to the Office of the Assistant Superintendent, , by August 1st for salary adjustment effective

September 1st, Only courses completed as part of a Master's program will be counted toward movement to Bachelor's +15.

1. Course approval for horizontal movement shall be determined by the Assistant Superintendent according to the following guidelines:

Upon acceptance into a Master's program, teachers will provide the Office of the Assistant Superintendent with a copy of their acceptance letter.

- b. Whether part of a degree program or not, teachers must secure prior approval from the Assistant Superintendent for all courses to be used toward a horizontal move Teachers shall complete an electronic request form for each course, which should be submitted in sufficient time to enable the Assistant Superintendent to render his decision prior to the start date of the course.

- c. Except for in-service programs accepted for salary schedule credit, all courses and/or programs must be taken at accredited colleges and/or universities.

- d. Teachers who in the judgment of the Superintendent have a major article, book, thesis, musical composition, or other creative work published in a nationally recognized communication media will receive 3 in-service credits in the year of publication.

- E. All teachers with non-professional status as of July 1, 2009, will be paid in 26 bi-weekly installments. Twenty-one of which will begin on the second Thursday of the work year. The final five installments will be paid no later than the last Thursday in June. All professional status teachers shall be paid in twenty-one (21) bi-weekly payments beginning on the second Thursday of the work year. Professional status teachers may opt for the twenty-six (26) bi-weekly installments. If a professional status teacher elects the twenty-six (26) paycheck schedule, he/she must do so in writing to the Human Resources Department no later than August 1. Once a professional status teacher elects the twenty-six (26) paycheck schedule, it will continue for subsequent years unless the Human Resources Department is notified in writing to revert the employee's paycheck schedule back to 21. If a holiday occurs on Thursday, teachers shall be paid on the last workday before such holiday when possible. The last payment of the work year (21st check) shall be no later than the last workday of the work year except for those employees with specific year-end adjustments such as those due to excess use of sick leave or other necessary computational adjustments. Effective for the 2022-2023 school year, all bargaining unit members will be paid in twenty-six (26) bi-weekly installments.

- F. The salary of a regular teacher who leaves the service of the Methuen Public Schools before the termination of the school year, or who begins his instructional service in the Methuen Public Schools after the regular school year has begun, will be paid on the basis of 1/182nd

of the teacher's scheduled annual salary multiplied by the number of days already worked or scheduled to be worked, as the case may be. In the event of termination of service for any cause at the end of or at any time during the school year, amounts of salary earned but withheld to date of termination shall be payable to the teacher, or in the event of her/his death, to her/his estate.

ARTICLE 12
SUMMER, OTHER OPTIONAL, AND EXTRACURRICULAR EMPLOYMENT

A. Summer and Other Optional Employment:

1. Full time teachers may apply to be employed for additional working days during the summer months. Under special circumstances, the optional employment may be arranged for some other time with the agreement of the teacher and the Superintendent.

2. Payment for this service will be at the rate of:

For the 2021-2022 School Year

- a. \$30.00 per hour for programs
- b. \$35.00 per hour for Program Coordinators

For the 2022-2023 School Year

- a. \$35.00 per hour for programs
- b. \$40.00 per hour for Program Coordinators

For the 2023-2024 School Year

- a. \$40.00 per hour for programs
- b. \$45.00 per hour for Program Coordinators

NOTE: The parties agree that the minimum rates for grant programs be as set forth above. In the event that the parties agree to any higher rate(s) for a grant program, it is understood that such higher rate(s) will be set forth in writing and will be subject to ratification by the Committee and the Association.

B. Extracurricular Employment:

Extracurricular activities, when authorized and sponsored by the Committee, are important parts of the educational program of the school system. However, the first responsibility of those directing and supervising such paid extracurricular activities is toward their basic teaching assignment and work related thereto. To the extent possible and reasonable, such paid extracurricular positions shall be filled equitably from applications received. When any such position becomes vacant, it shall be posted, including the stipend as established by the Committee.

- C. For all other work outside of the regular work year and/or workday as directed by Administration, a teacher will be paid at the hourly rate prescribed in Section A2 of this Article.

**ARTICLE 13
PAYROLL DEDUCTIONS**

- A. The Committee shall provide that, whenever duly authorized by any teacher on a form or forms approved by the Committee or Superintendent, payroll deductions on behalf of such teacher shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

- Credit Union (Methuen and/or MTA)
- Blue Cross/Blue Shield
- United Fund
- Insurance available through school system and/or town
- Retirement
- Tax Sheltered Annuities
- MEA/MTA/NEA dues
- United States Savings Bonds
- V.O.T.E.
- Health and Dental Insurance
- Flexible Spending Accounts
- Disability Insurance
- 403b Accounts

- B. The Committee and the Association agree that the Town's health insurance premium contribution shall be the same provided for other town employee groups. Effective January 1, 1995, sixty-two percent (62%) of the total health insurance premiums for all health insurance plans offered by the Town shall be paid by the Town. While agreeing to maintain this level of benefits, it is understood that the Town reserves the right to obtain health insurance coverage with other than the present carrier.

**ARTICLE 14
PROTECTION OF TEACHERS, STUDENTS AND PROPERTY**

Teachers shall notify the administration promptly of all hazardous conditions within their areas of responsibility and shall not be responsible for such hazards after due notice has been given. If any such hazardous condition is not adequately corrected within a reasonable time, representatives of the Association may meet with appropriate members of the administration for

purposes of presenting and discussing proposal(s) to remedy the situation. The Committee shall indemnify teachers against whom any action is taken as a result of her/his employment in the Methuen Public Schools, to the extent of present insurance policy.

Teacher Safety:

1. Teachers are not required or expected to physically intervene in a student altercation. The building police officer will be called upon to intervene and follow up with discipline.
2. Teachers will call the office for emergency situations. Phone will always be answered in the main office of each building.
3. Teachers will report immediately to the Principal in writing, (with copies of the report also given to the Superintendent) all cases of actual or suspected assault and/or battery suffered by the teacher in the course of their employment in the school. The Superintendent will comply with any reasonable request from the teacher or the Association for information in its possession relevant to the incident, persons directly involved, and will otherwise reasonably act and cooperate with the teacher to appropriately discipline the student.
4. A crisis response team (CRT) will be formed to intervene in altercations among students, weapon issues in the building, drug issues in the building and any other situation in which teachers and students may be vulnerable to physical and emotional harm. The CRT will consist of an administrator, police officer, psychologist, teachers and school nurse.”

**ARTICLE 15
POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL
AND UNDER FEDERAL PROGRAMS**

- A. All openings for such positions will be publicized adequately by the Superintendent in each school as early as possible, and notice of appointments to said positions shall be posted in each school as appointments are made. Under normal circumstances, summer school openings will be publicized no later than the preceding May 1.
- B. In filling such positions, first consideration will be given to the Methuen professional staff with reference to the teacher's competence for the particular position; major, or minor, field(s) of study; quality of teaching performance and previous service in the Methuen Summer School or Evening School teaching experience.

ARTICLE 16
SICK LEAVE

- A. Both parties to this agreement believe that paid sick time is an important benefit for employees and that any misuse of this sick time is detrimental to both students of Methuen and the Association. Good teacher attendance is paramount to student success.
- B. Each bargaining unit member employed prior to June 30, 2021, will be credited with fifteen (15) sick leave days at the beginning of the school year.

Bargaining unit members employed after July 1, 2021, shall accrue six (6) sick leave days in the month of September , and one (1) day a month for the remainder of the school year beginning in October, until they have achieved PTS. Once employees have achieved PTS, employees will be credited with fifteen (15) sick leave days as the beginning of the school year.

(Employees hired prior to July 1, 2021, but have not achieved PTS will still be credited with 15 sick leave days at the beginning of the school year.)

- 1. A teacher will be able to use up to ten (10) days per school year from said fifteen (15) days 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 attendance and care of the teacher. The Superintendent can grant additional sick days to be used in the event that a teacher's family member needs extended care beyond 15 days.
 - 2. Sick days may be taken in half and full day increments. A half day is defined as either the first 3 ½ hours of the workday or the last 3 ½ hours of the workday.
- C. Accumulation of sick leave: Sick leave days shall be accumulated to maximum of two hundred (200) sick leave days for 2008-2009, a maximum of two hundred ten (210) sick leave days for 2009-2010 and a maximum of two hundred twenty (220) sick leave days for 2010-2011. Teachers who have reached the maximum accumulated sick leave days shall be entitled to retain such greater accumulation until the end of the school year. Except that teachers with more than 182 accumulated sick leave days on August 31, 1988 shall be entitled to retain such greater accumulation but not be able to add to her/his accumulation unless the number of accumulated days falls below the maximum as a result of usage.
 - D. Unused sick leave credited to a teacher's account on the date of last separation may be re-credited to his account upon re-employment provided re-employment occurs within three years from the date of last separation.
 - E. No teacher will suffer any loss of school-related financial compensation or sick leave accumulation during any period of absence from work due to any injury suffered while in the performance of Methuen school-related duties for a period of one calendar year from the date of said injury. Additional time may be granted at the discretion of the Committee. It is understood that, while there shall be no loss of sick leave accumulation during said period, there shall be no additional accumulation of said leave during said period.

- F. The Superintendent may, at their discretion, require medical documentation or an examination by a physical elected by the Superintendent at the Committee's expense for each absence in excess of five (5) consecutive days or ten (10) cumulative days in a work year.
1. When the Superintendent or Principal believes there is a pattern of repeated absences by a teacher that is questionable, the Principal shall notify the Superintendent and meet with the teacher to discuss the absences. The teacher shall be informed that they may have a union representative present at this meeting.
- G. After applying the fifteen (15) sick leave days of annual accrual to each teacher's individual account at the beginning of the school year, days left over beyond the maximum accumulation (Section C) allowed at the end of the school year shall be added to the sick leave days in the Sick Leave Pool.
- H. Sick Leave Pool. The Committee and the Association agree to a Unit A Sick Leave Pool under the following guidelines:
1. Each member of the bargaining unit shall be a member of the Sick Leave Pool. First year teachers who have utilized more than five of their accrued sick leave days will not be eligible to receive days from the Sick Leave Pool during their first year of employment.
 2. The Sick Leave Pool shall be funded as follows:
 - a. Unused days in the Sick Leave Pool at the end of one school year shall be carried forward to the Sick Leave Pool at the beginning of the next school year, including those unused days in the Sick Leave Pool on June 30, 1988.
 - b. After applying the fifteen (15) sick leave days of annual accrual to each teacher's individual account at the beginning of school in September, days left over at the end of the year beyond the maximum accumulation allowed, under Section C above, shall be added to the sick leave days in the Sick Leave Pool.
 - c. At the end of each school year, unused sick leave days of teachers who retire and/or resign, up to a maximum number of days equal to the number of members in the bargaining unit, shall be added to the days in the Sick Leave Pool.
 - d. If the number of days in the Sick Leave Pool is depleted below 30% of the number of members in the bargaining unit, the Sick Leave Pool Committee (Section 3a below) may assess each teacher one (1) day from their personal accumulation and the Sick Leave Pool Committee shall so notify the Superintendent promptly in writing.
 3. The Sick Leave Pool shall be administered as follows:

- a. A teacher whose sick leave accumulation has been exhausted may apply to the Sick Leave Pool Committee, such Committee consisting of five (5) members of the Association appointed by its President. Such teacher may receive a maximum of ten (10) days per school year when the need arises. This time may be extended if two-thirds the Association's Executive Board so votes.
 - b. Each request for sick leave days from the Sick Leave Pool that has been approved by the Sick Leave Pool Committee and each request for an extension that has been approved by the Association's Executive Board shall be forwarded forthwith to the Superintendent for their approval. The Superintendent shall act reasonably and promptly on the matter. The Superintendent shall consider the following criteria when evaluating whether to grant a request:
 - (a) Adequate medical evidence of extended illness/accident
 - (b) Prior utilization of all earned sick leave
- I. The Committee will make a reasonable accommodation to a pregnant teacher who is advised by her physician to avoid exposure to "Fifth Disease" or other communicable disease deemed hazardous to pregnancy. Any request for such reasonable accommodation needs to be supported with documentation from the member's medical provider. A pregnant teacher has the option of using her own personal sick leave.

ARTICLE 17
TEMPORARY LEAVES OF ABSENCE WITH PAY

Teachers are entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

- A. Professional Leave. One day for the purpose of visiting other schools or attending meetings or conferences of an educational nature will be allowed upon recommendation of the teacher's principal and approval by the Superintendent. Requests for this provision will not be denied so long as said conferences are aligned with the District's goals and/or the member's current job assignment. The District shall provide a response to approval requests within one week of receipt. Teachers are responsible for obtaining prior approval before incurring travel and registration costs. In addition, the Superintendent and/or his/her designee may consider among other things the effect of a group of teachers' absence from the workforce when reviewing any request under this provision. Said decision will not be subject to the arbitration procedure.
- B. Legal Proceedings. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system will be allowed if the teacher is required by law to attend.
- C. Funeral Leave. Employees covered by this agreement will be allowed time off without loss of pay for up to five (5) working days following a death in the immediate family. The

immediate family for this article shall be defined as husband, wife, domestic partner, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren and grandparents, or any other household member.

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

At the discretion of the Superintendent of Schools, this leave may be extended.

- D. Other Leaves Under This Article. Temporary leaves of absence with pay for reasons other than those listed above may be granted for good reason by the Superintendent.
- E. Personal Leave. Bargaining unit members will be granted up to three paid days off as personal leave days. Personal leave days may be taken in half and full day increments. A half day is defined as either the first 3 ½ hours of the workday or the last 3 ½ hours of the workday. Personal leave days are taken for critical and necessary personal, legal, business, household or family matters which require absence during school hours. The reasons for personal days are personal and confidential. However, a reason must be presented and approved by the Superintendent for the following reasons: more than two (2) days consecutively, first and last day of the school year or the day preceding or following a holiday or vacation. Requests will not be unreasonably denied by the Superintendent. If the request is denied and the unit member still takes the days, progressive discipline action will be taken. Request for personal leave days will be made 72 or more hours in advance whenever possible. Unused personal days at the end of the year will be converted to sick days.

ARTICLE 18 EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. A leave of absence without pay of up to two years may be granted to any teacher with professional teacher status who joins the Action Corps, National Teacher Corps, or serves as an exchange teacher or overseas teacher, as a full-time participant in any such program, or accepts a Fulbright Scholarship.
- B. Military leave without pay shall be consistent with applicable state and federal statutes.
- C. The Committee agrees that a teacher with professional teacher status and designated by the Association may be granted, upon request by May 1 of the prior school year, a leave of absence for one full year without pay, such leave to be granted for the purpose of engaging in State and/or National Association activities. Upon return from such a leave, a teacher will be reinstated to their former position.

- D. A leave of absence without pay of up to one year shall be granted to a teacher with professional teacher status for the purpose of caring for a sick member of the teacher's immediate family. (As defined in Article 17, Sect. C)
- E. Other leaves of absence without pay may be granted by the Superintendent for good reason on an equitable basis.
- F. All benefits to which a teacher was entitled at the time their leave of absence commenced, including accumulated sick leave and credits toward sabbatical eligibility shall be restored to them upon their return, and they shall be assigned to the same position which they held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- G. A teacher on any such extended leave of absence without pay may be advanced on the salary schedule by the Superintendent as though they were actively employed by the Methuen School System while on such leave if the experience gained while on leave is of value to the Methuen School System.
- H. Requests for leave and extensions for renewals of leaves shall be applied for and granted in writing.

**ARTICLE 19
PARENTAL LEAVE**

A. Parental Leave

- 1. A birth parent, adoptive parent, and/or foster parent (as defined under M.G.L. c. 149, § 105D) shall be able to use up to eight (8) consecutive work weeks inclusive of holidays and vacations for parental leave. Subject to appropriate medical clearance, a unit member may return to work sooner than the end of the eight (8) week period. A unit member shall provide at least two weeks' notice, when practical, of the unit member's anticipated date of departure and his/her anticipated date of return.

A unit member shall be eligible to use accrued personal days and/or accrued personal sick leave days for the entirety of the parental leave period to include the period of temporary disability due to childbirth and recovery there from. A unit member eligible for parental leave who is not temporarily disabled due to childbirth and recovery therefrom, may use up to 18 days of accrued sick time for such parental leave. A unit member described above (not temporarily disabled by childbirth) that does not have 18 sick days may use personal days for such leave, but cannot use personal days to extend any such leave beyond 18 days. Such days must be consecutive work days and must end within twelve months of the date of birth/adoption/foster placement of the child. All requests for sick leave utilization will be made at the time of the request for parental leave. Any request for paid leave exceeding eight (8) weeks must be accompanied by a physician's certificate attesting to continuing disability.

2. The above leave may be extended by mutual agreement of the unit member and the Superintendent in order that said unit member 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.
3. A non-birth parent, foster parent or a unit member who is having a child placed with them pursuant to a court order will be entitled to use, at their option, accrued personal leave and/or family illness leave as provided in Article 16, Section B (1) inclusive of holidays and vacations during his/her parental leave.

B. Extended Leave – In the event a unit member with professional teacher status desires a leave beyond the eight (8) weeks provided by statute, the unit member will follow the procedure set forth below.

1. The Superintendent shall be notified in writing at least thirty (30) days, when practical, prior to the expected date of the beginning of extended parental leave, said leave to be without pay.
2. Said extended leave may be for up to one (1) year at the discretion of the Superintendent, 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 Superintendent.
3. A unit member, who is granted extended leave without pay beyond any other leave provided by law, shall be responsible for both the monthly employee and employer health insurance contribution.

C. Miscellaneous Provisions

1. All benefits to which a unit member was entitled at the time of leave taken under this Article, excepting any sick leave used during said leave pursuant to Section A above, will be restored upon the unit member's return.
2. A unit member returning from parental leave will be assigned to his/her previous position whenever possible or to a comparable position as is then available.
3. In the event that a child dies during childbirth or during the period of leave, a unit member may make written application, accompanied by his/her physician's statement of good health, for immediate or early resumption of employment. When an appropriate position is available, preferably his/her previous position, said unit member shall have the first option for said position.

ARTICLE 20
SABBATICAL LEAVE AND EXCHANGE PROGRAM

A. Sabbatical Leave

1. The Committee and the Association support the concept of Sabbatical Leaves, but they agree that the Superintendent's ability to grant Sabbatical Leaves(s) is subject to the availability of funds.
2. Sabbatical leave may be granted by the Superintendent to personnel who have completed seven years of service in the Methuen Public Schools. The number of leaves to be granted shall be determined each year by the Superintendent.
3. Applications for eligible personnel must be submitted prior to February 15 for leave beginning the following September. Action must be taken on all such requests, and the applicants informed no later than the following March 15. For leave beginning about February 1, application must be submitted prior to October 1, with notification by December 1.
4. Each application must include a proposed plan of study, travel or research; a statement of the applicant's professional purpose; and the expected value to the Methuen Public Schools.
5. In granting leaves of absence, the Superintendent will take into consideration the educational value of the proposed project to the Methuen Public Schools.
6. An applicant granted a full-year sabbatical leave shall be paid two-thirds of the salary rate which he/she would have received if he/she had remained in active full-time employment. The Superintendent may provide up to 100% of said salary rate based upon an applicant's need.
7. An applicant granted a half-year sabbatical leave (for either semester of the academic year), shall be paid 100% of the salary rate which he/she would have received if he/she had remained in active full-time employment for the approved period of the sabbatical leave.
8. Upon return from sabbatical leave, the teacher will provide the Methuen School Department a minimum of service equal to twice the period of time of the sabbatical leave. In default of such service, the teacher will refund to town of Methuen an amount equal to such proportion of salary received by the teacher while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
9. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had said teacher remained actively

employed in the system during the period of her/his absence if the experience gained while on leave is of value to the Methuen School System.

10. After completing a sabbatical leave, a teacher will be eligible for another sabbatical leave when he/she has completed an additional 7 years in the Methuen School System.

B. Exchange Teachers

1. The Committee encourages proposals indicating possible educational benefit to Methuen students by means of a Teacher Exchange program including a teacher with professional teacher status in Methuen and a teacher from outside the district and even from outside the United States.
2. The visiting teacher shall be paid in accordance with the Methuen salary schedule and shall be subject to all laws which may apply, as well as all policies, rules, and regulations of the Committee, including this Agreement.
3. All exchange arrangements are subject to the approval of the Superintendent.

**ARTICLE 21
TEACHER ASSIGNMENT**

- A. Each teacher shall be given written notice of her/his school, class, grade, and/or subject assignments as early as possible in June but no later than the last day of school in June. If after this date, there are any necessary changes in said assignments; teachers will be notified in writing as soon as possible.
- B. The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which they have been appointed. The Superintendent shall give notice of assignments to new teachers as soon as practicable.
- C. In order to assure that pupils are taught by teachers working within their areas of competence, each teacher shall be assigned within the scope of her/his teaching license and/or their major or minor fields of study.
- D. Teachers who are required to travel school-to-school and out-of-town in the performance of their duties shall be reimbursed for all such travel at the local/IRS rate.
- E. Building administrators will make the best effort to assign classroom teachers in grade 5-12 not more three (3) different courses preparations. Additionally, it is the goal of the Administration and the Association to distribute the number of course preparations equally among teachers.

**ARTICLE 22
VACANCIES**

- A. When a vacancy exists, the Superintendent or designee shall send notice of such vacancy to all staff via email.
1. A vacancy exists:
 - a. when there is an opening in any promotional position (one that has a title other than teacher and/or pays additional wages);
 - b. when a new position is created by the Committee to expand the services in the Methuen School System;
 - c. when a resignation is effective at the end of the school year.
 2.
 - a. **Internal Transfer Policy:** Members who would like to be considered for an internal transfer shall submit a letter of intent that would serve as an application for any open permanent position for which they are qualified. Candidates will be granted an informal interview with the building principal, or designee. If an internal candidate is not selected through the informal process by the building principal, said decision shall not be subject to the grievance process.
 - b. If the internal candidate is not selected through the informal process, they would move on to the formal interview process. The member may withdraw their application at their discretion.
 3. A vacancy does not exist when a teacher is on any leave of absence allowed under this Agreement.
- B. During the school year:
1. Copies of any vacancy notice shall be posted by the Administration on the teacher's bulletin board in each building and sent to the President of the Association.
 2. No vacancy will be filled until notice of such vacancy shall have been posted for at least five (5) school days.
- C. From the end of one school year to the beginning of the next school year:
1. Notification of any vacancy will be sent to the President of the Association or her/his designee, and notice of said vacancy will be published via the "public folder" on the electronic mail system within twenty-four (24) hours of the actual posting.

2. No vacancy will be filled during this period until notice of such vacancy shall have been posted for at least fourteen (14) calendar days; unless the vacancy occurs within five (5) or fewer business days prior to the opening of the teachers' school year, in which case the posting requirement will be waived and the position can be filled without posting. The Administration agrees to notify the Association of the necessity of the waiver.
- D. Qualifications, requirements, duties, stipend and other pertinent information shall be stated briefly in the vacancy notice.
 - E. Staff members wishing to be considered for any vacancy shall apply in writing to the Superintendent within the time specified on the vacancy notice.
 - F. Any teacher who meets posted qualifications for a promotional position and applies for same shall be granted an initial interview upon request.
 - G. The Association and the Administration may mutually agree to waive or amend any posting requirement for good cause.

ARTICLE 23 TRANSFERS

- A. In the event any involuntary transfer (except as provided in B below) is necessary for the effective running of the school system, the affected teacher(s)' qualifications, area(s) of licensure, and length of service in the Methuen Public Schools will be considered by the Superintendent before making any such transfer. In addition, the affected teacher(s) will have an opportunity for a meeting with the Superintendent (or their designee) to discuss the reasons for the transfer before the transfer becomes effective; an Association representative of the teacher's own choosing may be present at such meeting.
- B. If it is necessary to reduce the number of teachers in a lower school (PK through 4), upper school (5-8) or a high school department, the Superintendent shall seek volunteer(s) first. If after seeking volunteer(s) a need for involuntary transfer still exists, the least senior teacher by certification in that school (or department) will be transferred, "least senior" to be determined on the basis of length of continuous teaching service in the Methuen School System.
- C. A teacher wishing to be transferred to a different teaching assignment in the Methuen School Department for the following school year shall notify the central administration by May 1 of the preceding school year by completing an appropriate form provided by the Administration.
- D. Teachers may apply for a transfer at any time during the school year and shall be considered for the same whenever a vacancy shall exist.

- E. Any teacher who meets posted qualifications for an available position and applies for same shall be granted an initial interview upon request.

**ARTICLE 24
AGENTS' FEE**

A stipend in the amount of 5% or \$500 (or whichever is smaller) will be given to the writer(s) of a project funded by the federal, state or private funds, excluding those normally received by the committee, from such sources, provided that:

1. The project has been approved by the Superintendent.
2. The project is pursued and written outside of the school hours/day.
3. Such administrative fee is not prohibited by the funding agency.

**ARTICLE 25
JOB PROTECTION**

- A. No teacher shall be disciplined, 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 teachers who have not achieved professional teacher status.
- B. Subject to the provisions of this Agreement only, the Committee retains the right to determine the number of teaching positions and other professional positions which are needed in the school system and also retains the right to determine the employees to be laid off and recalled.
 1. A teacher with professional teacher status shall not be subject to a reduction in force if there is a teacher who has not achieved professional teacher status whose position the teacher with professional teacher status is qualified to fill.
 2. The Superintendent also agrees to make reasonable efforts to accomplish reductions in force to the extent feasible by natural attrition.
 3. In the event that the Committee in its sole discretion determines that for reasons of financial limitations, reasons of economy, decrease in pupil enrollment or other reason it is necessary to lay off teachers with professional teacher status, the procedures set forth in this Article shall prevail.
 4. Seniority for the purpose of this article shall be defined as length of continuous full-time service as a "teacher" as defined in Article 1 of this Agreement or as an administrator as defined in Article 1.1 of the Methuen Administrators Association Agreement or any continuous combination of such service. In the event that the Superintendent lays off a member of the Methuen Administrators Association from his or her position in that bargaining unit, that individual will have rights to a Unit A position. In determining what position a Methuen Administrators Association member may have rights to, the Superintendent will review that individuals last two evaluations as a Unit A Member, and the best interest of the students as defined in Paragraph 5 below.

5. In determining the order in which professional status teachers or school nurses shall be laid off, the Committee shall consider only the following factors in laying off teachers within a discipline: the teachers' job performance as evidenced by the member's past two (2) summative overall evaluation ratings as compared to other teachers' past two (2) summative overall evaluation ratings in the discipline targeted to be reduced with evaluations with ratings of Proficient and Exemplary being considered equal and the best interests of the students as evidenced by the recommendation of the Superintendent, professional training, and experience within a discipline during the continuous years of service in the Methuen Public Schools. In the event that two or more teachers are, in the judgment of the Committee, deemed to be substantially equal on the basis of evaluation, the recommendation of the Superintendent, professional training, and experience within a discipline during the continuous years of service in the Methuen Public Schools, the least senior of such teachers shall be laid off first.
6. In the event of any changes in M.G.L. c. 71 section 42 with respect to reduction in force that results in the return of the use of seniority with respect to reduction in force, the provisions of Article XXV, Section B of the 2013 – 2016 Agreement then shall be in force and effect.
7. It is understood that a teacher who is laid off shall not "bump" into another subject area unless the teacher is certified in that subject area and has met one or more of the following:
 - a. Was initially hired for that subject area;
 - b. Has taught either two (2) or more years in the subject area during their teaching career or has taught at least one (1) year in the last five (5) years in the subject area;
 - c. Has either a major in the subject area for their undergraduate degree and/or a graduate degree in the subject area;
 - d. Has received certification in the subject area within the last three (3) years or has taken at least three (3) approved courses in the subject area (for at least nine (9) semester hours) during the last three (3) years for an older certification in the subject area; or
 - e. Is otherwise qualified for the position as determined by the Superintendent or her/his designee.
8. Authorized paid leaves of absence (military leaves, maternity leaves, educational leaves, etc.) or unpaid which are granted by the Superintendent shall not interrupt continuous service for the purpose of defining seniority.
9. Teachers with professional teacher status who are on layoff shall for twenty-one (21) months after the effective date of layoff be placed on a recall list. Teachers will be recalled in inverse order of their layoff as positions for which they are qualified become open provided they have left their home address with the Superintendent's Office. No teacher will be considered qualified for purposes of recall unless (1) the required certification is obtained and demonstrated to the Superintendent's satisfaction prior to April 15 of the school year in which they are notified of the Superintendent's intent to lay them off and (2) the teacher satisfies one or more of the criteria for "bumping" stated in paragraph 5 above. Any such teacher to be recalled

- will be notified of such recall by certified mail with a copy to the President of the Association. Failure to accept an offer of employment by certified mail to the Superintendent within ten (10) calendar days from the date of the letter of recall will be considered a rejection of the offer and shall terminate the teacher's recall rights, in which event the next senior qualified teacher will be notified and required to respond in like manner.
10. Teachers recalled after layoff under this Article shall be placed on that step of the salary schedule on which they were at the time of their last day of teaching prior to being laid off. Also, such teachers shall carry over only that sick leave and seniority which was credited to them at the time of their last day of teaching prior to being laid off.
 11. To the extent permitted by law and the carrier, teachers on the recall list shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the layoff, provided, however, that the teacher pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Committee or the city for such teacher's insurance.
 12. Teachers on the recall list shall be given priority in filling substitute teacher positions which they are qualified to fill provided that alleged violations of this paragraph shall not be grievable or arbitrable.
- C. When a principal or the Superintendent determines that a bargaining unit member's actions are unacceptable and that employee discipline is necessary, progressive discipline will be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal). Exceptions to progressive discipline may be made when the Superintendent determines that the seriousness of the unit member's actions warrant initiating discipline beyond an oral reprimand.

ARTICLE 26 MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision or application shall be void, but all other provisions or applications shall continue in full force and effect.
- B. Any separate contract between the Committee and an individual teacher heretofore and hereafter executed shall be subject to and consistent with the spirit and terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The parties agree that there will be no "performance contract" entered into by the Committee with any group for the purpose of providing instruction to students in the Methuen Public Schools System.

- D. The parties agree that the utilization of program assistants (formerly known as teacher aides) with respect to instruction (including any program assistants called instructional program assistants) shall be to assist teachers, and the utilization of said program assistants shall not diminish the teaching authority and teaching responsibility of professional staff covered by this Agreement.
- E. The parties agree that all continuous specialized professional instructional services paid for by the Committee shall be performed by professional staff covered by this Agreement, except that the Superintendent may hire paraprofessional tutors accountable to building supervising principal in order to provide adequate educational services to students with special needs.
- F. Copies of this Agreement shall be printed after ratification by the parties with the cost shared equally by the Committee and the Association in a format agreed to by the parties. The Agreement shall be given to all teachers now employed and hereafter employed, and it shall be made available to persons considered for employment by the Committee.
- G. Teachers will assist the building principal and other administrators who are responsible for the supervision and protection of the children in time of emergencies (severe storms, CD activity, etc.). In the instance of such emergencies and when school is subsequently cancelled after the start of the teacher work day and the Department of Education excuses the day; teachers' attendance at school will count towards the 182 work days.
- H. All written communications submitted to the Superintendent, Assistant Superintendent, Principals, Directors, Supervisors and Department Heads from teaching personnel shall be acknowledged in written form within three school days from receipt upon request of the person submitting the written communication. Only one of the individuals listed above needs to acknowledge receipt of such communication from teaching personnel when one or more individuals is copied on any such communication.
- I. No reprisals (including reprimands, involuntary transfers, and other forms of discipline) shall be taken by the Committee, the Superintendent, and/or any administrator(s) against any teacher for membership in the Association or participation in any of its activities.
- J. This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations.
- K. Every effort will be made to have classrooms school ready two weeks prior to the start of the school year to allow teachers into their classrooms for set up. The Association will meet the Superintendent by March 1st each year to discuss summer program planning and their impact on classroom setup. Teachers will be notified by June 1st if their classroom will be used for summer programming.

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 shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this Agreement.

ARTICLE 27 NO STRIKE/NO LOCKOUT

There shall be no strike, slow down, or any other work stoppage on the part of any teacher or groups of teachers or the Association during the term of this Agreement. The Committee agrees that there will be no lockout during the term of this Agreement.

ARTICLE 28 SICK LEAVE BUY-BACK

A teacher who submits a written notice to the Superintendent by January 15 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 \$25 per day for each unused sick leave day up to a maximum of 100 days; and a sum of money equal to \$50 per day for each unused sick leave day beyond 100 days, up to a maximum of 220 days. Teachers are eligible to buy back unused sick days beyond 100 days provided that such teacher has never utilized the Sick Leave Bank pool (Article 16, Section H). The sum shall be paid no later than July 31 after the school year in which the teacher retires.

ARTICLE 29 JOB SHARING

The Methuen School Committee and the Methuen Education Association agree to continue the job-sharing program. This may allow two teachers to become partners and share one full-time teaching position, and accordingly, the Committee and the Association agree to the following procedures:

1. Job sharing is two teachers (as defined in Article 1 of the Agreement) currently employed in Methuen voluntarily sharing one position. It is not one person teaching for part of a day in a part-time position, nor does it involve the two partners working simultaneously. Job sharing includes the following configurations:
 - Splitting each day of the week in half – i.e., morning and afternoon sessions
 - Splitting each week between the partners – either 3 days/2 days or 2.5 days for each partner.”

2. The two teachers sharing a position must have the appropriate licensure for the position being shared.
3. The job sharing partners shall be required to attend:
 - a. half of the building/department meetings, so long as one of the partners is in attendance at all of the building/department meetings.
 - b. the meeting on the day before students begin classes.
 - c. all full day in-service days.
 - d. parent conferences.
 - e. Not more than two (2) evening or other events per school year.
4. The salary for each job sharing partner will be one-half of the step and schedule that he/she would normally receive if the individual remained in full-time employment for that year.
5. Only one of the two job sharing partners will be eligible for the medical insurance/coverage.
6. The job sharing partners will pay into the retirement system at the rate required by the Massachusetts Teachers' Retirement Board.
7. Each job sharing partner will receive one-half the sick days and essential days allowed in Article 16.
8. Association dues will be assessed according to the policies of the NEA, MTA, and MEA.
9. Seniority will accrue at the rate of one-half year credit for each year in a job sharing position to be calculated each year (which will be reflected in the adjusted employment date.)
10. Longevity will accrue at the rate of one-half year credit for each year in a job sharing position, but no advancement will occur except in full year increments (i.e., two half-year credits.)
11. Credit for step increments will be a half credit toward step movement for each year in a job sharing position, but no advancement will occur except in full year increments (i.e., two half-year credits.)
12. The job sharing partners will be required to sign an agreement whereby they confirm their intentions to participate in the program for one full school year. No changes in arrangements will be allowed during the school year. However, if a resignation or leave or absence becomes necessary, the remaining partner has the first option to assume the full-time position. If the remaining partner does not wish to assume the full-time position, they may be required to assume the full-time position for up to two weeks, until an appropriate replacement teacher can be hired.

13. The job sharing partners will notify administration in writing by March 1 regarding their intentions for the following school year (to continue the partnership or to return to full time employment based on seniority.)
14. All job sharing arrangements are subject to approval by the Superintendent.

ARTICLE 30 TUITION WAIVER FOR EMPLOYEES' CHILDREN

CHILDREN OF NON-RESIDENT TEACHERS

Any Unit A members who are not residents of Methuen, and who begin employment in the Methuen Public Schools by September 2, 2011, may enroll their children as long as:

1. There is an available slot.
2. The parent/unit member provides for the transportation of the student to and from Methuen Public Schools.
3. The student is not and does not become a discipline problem.
4. The student 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 31 MUTUAL CONCERNS COMMITTEE

The Superintendent and the Association agree to re-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. The Association and the Committee will determine the composition of the Mutual Concerns Committee. Potential items for discussion by the Mutual Concerns Committee will include, but

not be limited to: class size, special education, health and safety, non-teaching duties, utilization of sick leave and teacher recruitment and retention.

ARTICLE 32 PROFESSIONAL DEVELOPMENT

The district wide - PD council will meet at minimum three times a year as a large group. To gain better focus of instructional and professional development needs, three curriculum sub committees (K-4, 5-8, and 9-12) consisting of 3 Association members and 3 Administration members each, will meet monthly to discuss specific instructional, curricular, and professional development needs at each level.

Teachers will be fully trained prior to the implementation of any new and required instructional technology/resource usage.

In the course of each school year, the district will make every effort to provide professional development opportunities to all teachers. The District and the MEA will make every effort to schedule early release time for students in order to provide opportunities for teachers to engage in professional development activities during the teachers' work day to address goals in the district and school improvement plans. Half day and full day in-service professional development sessions will be planned through a district-wide professional development council (PDC).

The Association and the Superintendent have defined professional development as research-based, meaningful learning experiences aligned with the articulated district goals. Professional development opportunities offered during the all-day and half-day in-service sessions may be building based, cross-district, cross-grade levels and/or cross-curriculum. Although there will be no additional required assignments beyond what may be completed during these professional development sessions - such as work completed during preparation time or outside the teachers' work hours - teachers will be expected to incorporate the knowledge gained from these activities into their classroom instruction.

The PDC shall be a system-wide entity led by co-chairs - one administrator of the superintendent's choosing, and the first vice president of the Association or a member of the Association designated by the Association President. Co-chairs will recruit members annually in September. Membership will be balanced between administration and Unit A members and include representation from all schools and a variety of roles.

Each teacher shall be granted one (1) credit annually for advancement on the salary schedule, for successful completion of all professional development provided by the district during student release time.

Teachers will complete a series of professional development modules during their first three years of employment in the Methuen Public Schools. These modules will be designed to prepare

teachers to be successful in Methuen and be grounded in research-based best practices for teaching and learning. Delivery will be in a manner prescribed by the District and may include a blend of virtual and in-person learning. In-person modules will be delivered at times convenient to teachers and repeated throughout the school year. The District will provide one (1) in-service credit and professional development points, as allowed by DESE, for each completed module.

ARTICLE 33 HIGH SCHOOL ACCREDITATION

During the self-study for the New England Association of Schools and Colleges (NEASC) accreditation of the high school, all scheduled full day and half day professional development sessions in the two (2) years prior to the site visit will be available for preparation of necessary documents.

ARTICLE 34 REPORT CARDS AND PARENT CONFERENCES

A consistent time-line and process for report card conferences and the distribution of report cards and progress reports will be followed across the district. Report cards for Trimesters 1 and 2 at the grammar schools and Terms 1, 2, and 3 at the high school will be due nine (9) calendar days after grades close.

ARTICLE 35 DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENTS

- A. The new Contract shall be effective for the three (3) year period from July 1, 2021 through June 30, 2024. Applicable date changes shall be made in the introductory section entitled “Agreement”, Article 36 and in other appropriate provisions of the Contract in order to reflect the term of the new Contract.
- B. The parties agree to negotiate a successor Agreement in accordance with the General Laws of the Commonwealth of Massachusetts in an effort to reach a settlement on all matters concerning the terms and conditions of teachers' employment. The parties shall meet for negotiating a successor agreement on or before February 1, 2024.
- C. Any and all agreements negotiated by the parties shall apply to all members of the bargaining unit as such agreements pertain, shall be in writing, shall be ratified by the Association, shall be ratified by a majority vote of the Committee in open session and shall be signed by duly authorized representatives of the Association and by the Chairperson of the Committee.

D. This Agreement and procedures provided herein may be modified in whole or in part only by mutual agreement of the parties hereto, in which even such modification shall be duly executed in writing by both parties.

METHUEN SCHOOL COMMITTEE

METHUEN EDUCATION ASSOCIATION

~~Karen Haebeauer~~

Jon R

Sue M. Nicholson

Joann Paroi-Suay

James Lee for
Christina M

Lisa Teale-Pickett

Ann Bubugullo

Karen Haebeauer

Chi Gordon

Dee R

Terris Pappala

B J J

Christina

Kara Blatt

Date _____

Susan

Kathleen Stacy
Delores Mousley

Appendix A Salary Scale

Salary Scale 2021-22 (1% increase)								
	Bachelor's	Bachelor's+15	Master's	Master's+15	Master's+30	Master's+45	Master's+60	Master's+75
PS	43,200							
1	46,303	47,936	49,604	51,239	52,870	54,499	56,130	57,272
2	49,318	50,951	52,663	54,304	55,941	57,579	59,211	60,355
3	52,337	53,982	55,746	57,387	59,024	60,665	62,302	63,446
4	55,385	57,025	58,829	60,473	62,121	63,667	65,411	66,555
5	58,439	60,087	61,935	63,592	65,233	66,875	68,525	69,669
6	61,509	63,157	65,054	66,702	68,358	70,008	71,660	72,803
7	64,582	66,248	68,191	69,845	71,505	73,144	74,811	75,956
8	70,240	71,996	73,436	74,774	76,829	78,480	80,140	81,283
9	75,895	77,742	78,680	79,701	82,153	83,813	85,467	86,611
10	78,214	80,065	83,468	85,364	87,270	89,166	91,065	92,208
11			85,791	87,685	89,592	91,489	93,387	94,531

Salary Scale 2021-22 (1% increase on 6/30/2022 at 11:59 p.m.)								
	Bachelor's	Bachelor's+15	Master's	Master's+15	Master's+30	Master's+45	Master's+60	Master's+75
PS	43,632							
1	46,766	48,415	50,100	51,752	53,399	55,044	56,691	57,845
2	49,811	51,461	53,190	54,847	56,500	58,155	59,803	60,958
3	52,861	54,522	56,303	57,961	59,615	61,271	62,925	64,081
4	55,939	57,595	59,418	61,077	62,742	64,304	66,065	67,221
5	59,023	60,688	62,555	64,228	65,885	67,544	69,211	70,365
6	62,124	63,789	65,705	67,369	69,041	70,708	72,376	73,531
7	65,228	66,910	68,873	70,543	72,220	73,876	75,559	76,716
8	70,943	72,716	74,170	75,522	77,597	79,265	80,942	82,096
9	76,654	78,519	79,467	80,498	82,975	84,651	86,322	87,477
10	78,997	80,865	84,303	86,218	88,143	90,057	91,975	93,130
11			86,649	88,562	90,488	92,404	94,320	95,476

Salary Scale 2022-2023 (2% increase)								
	Bachelor's	Bachelor's+15	Master's	Master's+15	Master's+30	Master's+45	Master's+60	Master's+75
PS	44,504							
1	47,702	49,383	51,102	52,787	54,467	56,144	57,825	59,002
2	50,808	52,490	54,254	55,944	57,630	59,318	60,999	62,177
3	53,918	55,613	57,429	59,120	60,807	62,497	64,183	65,362
4	57,058	58,747	60,606	62,299	63,997	65,590	67,386	68,565
5	60,203	61,902	63,806	65,512	67,203	68,895	70,595	71,773
6	63,367	65,065	67,019	68,717	70,422	72,122	73,824	75,001
7	66,533	68,249	70,251	71,954	73,664	75,353	77,070	78,250
8	72,362	74,170	75,654	77,033	79,149	80,850	82,561	83,738
9	78,187	80,090	81,056	82,108	84,634	86,344	88,048	89,226
10	80,576	82,483	85,989	87,942	89,906	91,859	93,815	94,993
11			88,382	90,333	92,298	94,252	96,207	97,386

Salary Scale 2023-2024 (2% increase)								
	Bachelor's	Bachelor's+15	Master's	Master's+15	Master's+30	Master's+45	Master's+60	Master's+75
PS	45,394							
1	48,656	50,371	52,124	53,842	55,557	57,267	58,981	60,182
2	51,824	53,540	55,339	57,063	58,783	60,504	62,219	63,421
3	54,996	56,725	58,578	60,303	62,023	63,747	65,467	66,669
4	58,199	59,922	61,818	63,545	65,277	66,902	68,734	69,936
5	61,408	63,140	65,082	66,822	68,547	70,273	72,007	73,208
6	64,634	66,366	68,359	70,091	71,831	73,565	75,300	76,501
7	67,863	69,614	71,656	73,393	75,138	76,860	78,611	79,815
8	73,809	75,654	77,167	78,573	80,732	82,467	84,212	85,412
9	79,751	81,691	82,677	83,750	86,327	88,071	89,809	91,011
10	82,188	84,132	87,709	89,701	91,704	93,696	95,691	96,892
11			90,150	92,140	94,144	96,137	98,131	99,334

Year 1 (2021 – 2022 School Year)

Effective July 1, 2021 – 1%

Effective at 11:59 PM on June 30, 2022 – 1%

Year 2 (2022-2023 School Year)

Effective July 1, 2022 – 2%

Year 3 (2023 – 2024 School Year)

Effective July 1, 2023 – 2%

Bargaining unit members that have worked for the District for at least 90 calendar days and are employed with the District as of December 1, 2021 shall receive a one-time retention/recruitment bonus in the amount of \$1,500.00. Payment of said one-time bonus shall be made in the first pay period following December 1, 2021.

LONGEVITY

Any bargaining unit member employed prior to July 1, 2021, who completes a period of continuous full-time employment within the Methuen Public Schools in accordance with the following schedule shall receive a lump sum payment annually in a separate check to be paid on the first work day of the school year. For purposes of this longevity provision only, continuous full-time employment will not include leaves of absences without pay in excess of ninety (90) days.

YEARS OF SERVICE	2021-2024
after 7 years	\$200
after 10 years	\$750
after 15 years	\$900
after 20 years	\$1300
after 25 years	\$1650
after 30 years	\$2000
after 35 years	\$2300

Additionally, a joint labor-management committee will be formed to investigate and study longevity benefits of the Methuen Unit A compared to other Districts.

APPENDIX B-1
Coaches Salary Schedule 2021-2024

VARSITY HEAD COACH	
Athletic Trainer	\$28,000
Baseball	\$6,150
Basketball	\$7,250
Cross Country	\$6,150
Fall Cheerleading	\$4,700
Fieldhockey	\$5,700
Football	\$10,550
Golf	\$3,900
Gymnastics	\$5,900
Hockey	\$7,250
Indoor Track	\$5,700
Lacrosse	\$6,150
Outdoor Track	\$5,700
Soccer	\$5,700
Softball	\$6,150
Swimming	\$6,150
Tennis	\$4,750
Unified Basketball	\$1,000
Unified Track	\$1,000
Volleyball	\$6,150
Winter Cheerleading	\$4,700
Wrestling	\$7,250
Assistant Varsity & Sub Varsity Coaches	
* Salary to be phased in by 23-24	
Asst. Freshman Football	\$2,500
Baseball	\$3,700
Basketball	\$4,400

Cheer	\$1,500
Cross Country	\$3,700
Fieldhockey	\$3,700
Football- Offensive Coordinator	\$4,900
Football-Head Freshman	\$4,400
Football-Freshman Position Coach	\$550
Football-Asst. Freshman	\$2,500
Golf	\$2,000
Gymnastics	\$3,700
Hockey	\$4,400
Indoor Track	\$3,700
JV Football Coaches	\$4,100
Lacrosse	\$3,700
Outdoor Track	\$3,700
Soccer	\$3,700
Softball	\$3,700
Swim/Dive	\$3,700
Tennis	\$3,400
Varsity Asst. Football	\$4,100
Volleyball	\$3,700
Wrestling	\$4,400

**Appendix B-2
Extracurricular Stipends 2021-2024**

High School Clubs & Activities	
Tier 1- \$660	
Book & Bagels	
Chess Club/Strategy Games	
Key Club	
Math Olympiad	
Multi Cultural Club	
National Art Honor Society Advisor	
Photo Club	
Science Club	
Student Helping Others	
Tier 2- \$990	
Adopt-A-Grandparent Advisor	
DECA Advisor (2 advisors \$990 each)	
Freshman Class Advisor	
GSA Advisor (split)	
Mock Trial (2 advisors-\$990 each)	
Science Fair Coordinator	
Sophomore Class Advisor	
Robotics	
Poetry Out Loud	
Video Club	
Stage Door 22 Theatre Club	
Winter Guard	
Tier 3 \$1200	
Best Buddies Club Advisor	
BIPOC Club Advisor (2 advisors-\$1200)	
Esports Advisor	

History Honor Society	
Science National Honor Society	
National Honor Society Advisor	
SADD Coordinator	
Student Council Advisor	
Junior Class Advisor	
Peer Leadership	
Grammar School Advisors	
Academic Bowl Coordinator	\$800
Bowling Club	\$1,500
Drama Club	\$2,250
Jr. National Honor Society	\$1,000
Jr. SADD	\$1,500
Ski Club Advisor	\$1,000
Peer Leadership Coordinator	\$1,500
Student Council Advisor	\$1,500
Yearbook Advisor	\$1,500
Other	
Musical Music Director	\$1,500
Senior Class Advisor	\$2,400
Musical Director	\$2,500
Newspaper Advisor	\$2,500
Play Director	\$2,500
Detention Hall Supervisor	\$3,200
Yearbook Advisor	\$3,200
Districtwide Advisors	
PBIS Advisors(6 per school at 350 each)	\$350 each
Mentor	\$2,000
Unified Talents Coordinator	\$6,500

Districtwide Advisors	
PBIS Coordinator	\$450
District Wide Ski Club Coordinator	\$1,500
District Wide Jazz Band	\$1,500

All stipends or any other monetary compensation on which the parties reach agreement during the term of this agreement or any extension thereof shall be reduced to writing in the form of a memorandum of agreement signed by the parties to the Collective Bargaining Agreement or their agents and the stipend/monetary compensation shall thereby become incorporated into the Collective Bargaining Agreement at the time the written agreement is reached. When the agreement contains terms that continue beyond the term of this agreement or any extension thereof, the terms shall be printed as part of the appropriate Article/Appendix in the subsequent agreement.

APPENDIX C

Form No. 000

9-20-88

METHUEN PUBLIC SCHOOLS
Methuen, Massachusetts

FORMAL FILING OF GRIEVANCE

NOTE: This form should be completed in triplicate with the signed triplicate to be kept by the association member. In cases of multiple alleged violations, only one violation per form should be filed.

GRIEVANCE NUMBER _____ FILED AT LEVEL 1 2 3 4 5
(please circle appropriate level)

- 1. Person(s) initiating grievance
Signature _____
2. Specific article of contract violated _____
(Article-Section)
3. Brief statement of events leading up to the grievance.

4. Name of administrative/supervisory personnel who are allegedly responsible for causing such events and/or conditions.

5. What remedy or redress is being sought for the alleged violation?

6. Signature of M. E. A. Grievance Chair _____

.....
Date _____

I have received grievance number _____ filed at Level I from the M.E.A.

Signature _____

If additional space is necessary for any answer, please use other side.

.....
Date _____

I have received grievance number _____ filed at Level II from the M.E.A.

Signature _____

If additional space is necessary for any answer, please use other side.

.....
Date _____

I have received grievance number _____ filed at Level III from the M.E.A.

Signature _____

If additional space is necessary for any answer, please use other side.

.....
Date _____

I have received grievance number _____ filed at Level IV from the M.E.A.

Signature _____

If additional space is necessary for any answer, please use other side.

APPENDIX C-1

METHUEN PUBLIC SCHOOLS
PROCEDURAL RECORD
Grievance Number _____

Date submitted at Level I _____

Meeting at Level I held on _____

Date

Written response received on _____

Date

METHUEN PUBLIC SCHOOLS
PROCEDURAL RECORD
Grievance Number _____

Date submitted at Level II _____

Meeting at Level II held on _____

Date

Written response received on _____

Date

METHUEN PUBLIC SCHOOLS
PROCEDURAL RECORD
Grievance Number _____

Date submitted at Level III _____

Meeting at Level III held on _____

Date

Written response received on _____

Date

METHUEN PUBLIC SCHOOLS
PROCEDURAL RECORD
Grievance Number _____

Date submitted at Level IV _____

Meeting at Level IV held on _____

Date

Written response received on _____

Date

Filed for arbitration on _____

Date

1. Professional person being grieved should sign the receipt.
2. Filings beyond original filing level will be at highest circled number on a copy of the original.
Receipts will be from bottom of original.

Statement of Interpretation

Any involuntary transfer made under Section A of Article 23, will be handled as follows:

- a) Written notice of intent to transfer involuntarily will be sent to the affected teacher by the Superintendent (or designee).
- b) Any teacher so notified will have an opportunity for a meeting with the Superintendent (or designee) to discuss the reasons for the intended involuntary transfer if he/she requests such meeting within ten (10) school days of receipt of notice of intent to transfer involuntarily; an Association representative of the teacher's own choosing may be present at such meeting.
- c) If a teacher seeks such a meeting, written notice of the actual decision to transfer the teacher involuntarily will be sent to the teacher only after the meeting has been held.
- d) In the event the teacher does not seek the meeting in a timely manner, written notice of the actual decision to transfer involuntarily shall be sent to the affected teacher after exhaustion of the ten (10) day period to submit the request under paragraph b above.

APPENDIX D
TEACHER EVALUATION HANDBOOK

All unit members shall refer to the District website that will contain the current Teacher Evaluation Handbook.

APPENDIX E
RIF WAIVER FORM
(See Article XXV Job Protection)

TO:

FROM:

SUBJECT: Employment Status waiver – Involuntary Unpaid Leave of Absence

This is to notify you that the Superintendent of the Methuen Public Schools intends to act upon your employment status on _____ consistent with the notification you have already received dated _____.

You shall be considered to be on a twenty-one month involuntary unpaid leave of absence and eligible for recall pursuant to the Contract if you execute this waiver form. Executing this waiver will also protect your professional teacher status, seniority and contractual benefits during the recall period. Also, should you wish to be given preference on the substitute list during the recall period, you should notify the Human Resources Office.

Your layoff has been caused by severe budgetary constraints and/or student enrollment decreases and in no way reflect s upon your years of satisfactory service as a member of the professional staff.

If you intend to elect an involuntary unpaid leave of absence, please sign and return this form to the Human Resources Office by _____. If we do not receive a signed form by this date, we will assume that you do not wish to accept the involuntary unpaid leave of absence status. The Superintendent will then undertake dismissal proceedings pursuant to M.G.L. c. 71 s. 42.

Waiver

In consideration of treating my layoff as a twenty-one month involuntary unpaid leave of absence I hereby agree not to exercise any present or future rights that I have under M.G.L. C. 71 and sections 42 and 43 A and relieve the Methuen Public School District of any obligation it may have to comply with said statutes with respect to this layoff to be effective September 1, 20 __. I understand that by accepting this involuntary unpaid leave of absence, I will retain all professional status teacher rights, seniority and other contractual benefits in lieu of dismissal. If I am not recalled during this involuntary unpaid leave of absence, I understand that the Superintendent will act on this dismissal pursuant to M.G.L. C. 71 s. 42 at the end of the involuntary unpaid leave of absence and I hereby waive my rights pursuant to the M.G.L. C. 71 s. 42 and 43 A with respect to the Superintendent's action at that time.

Signature

Date

APPENDIX F

Procedure for Horizontal Movement

It is very important that you adhere to the timelines required for notifying the Office of the Assistant Superintendent of an anticipated movement from one salary scale to another.

Movement from the Bachelor's scale to the Master's scale cannot occur unless the teacher provides the Office of the Assistant Superintendent with a copy of the acceptance letter into an accredited Master's degree program. Only credits that are part of the Master's program are applied to movement to Bachelor's +15, and Master's columns. All other credits are applied to movement beyond the Master's column.

Movement from one scale to another must be preceded by the teacher's notification of intent to make the anticipated move in the year prior to the year in which the move from one salary scale to another is anticipated to occur (example: Master's to Master's+15). If a teacher even thinks s/he may accumulate sufficient credits to move to the next salary scale, s/he needs to submit his/her paperwork. There is no problem (absent any DESE licensure requirement to attain a Master's degree timely with its regulations) if the teacher fails to complete the necessary coursework in time to make the anticipated salary scale move, but if someone fails to adhere to contractual timelines and does not notify the Office of the Assistant Superintendent consistent with the contractual requirements, there will be no salary adjustment until the subsequent fiscal year.

1. Only graduate-level courses offered under the auspices of an accredited college or university are acceptable for horizontal movement. Before taking any courses that will be part of horizontal movement advancement complete and submit to the Superintendent's Office the course approval form. The form is available online at www.methuen.k12.ma.us. The Superintendent or his/her designee will sign each approved form and return it to the teacher via the District e-mail and/or interoffice mail. A copy will also be placed in the teacher's personnel folder.
2. After the requirements of an approved course are completed, the teacher will submit proof of completion (the certificate issued by the instructor or the college/university grade report) *as soon as possible*. This proof will also be placed in the teacher's personnel folder.
3. After the requirements of Article 11, Sections C and D of this Contract have been completed, the following procedure is necessary in order to finalize horizontal movement on the salary schedule. Two horizontal salary moves are budgeted for each year.
4. Once a teacher has enough credits for a horizontal movement, s/he will contact the Office of the Assistant Superintendent to have his/her credits verified for a horizontal move.

5. The documentation will be reviewed by the Office of the Assistant Superintendent and if everything is in order, a form will be issued indicating the completed record is in order and the teacher will receive his/her horizontal movement as indicated on the form. If there are any discrepancies, the teacher will be notified by the Office of the Assistant Superintendent and be given the opportunity to review his/her file to rectify said discrepancies. This procedure must be completed on or before August 1st of the school year in which you intend to move.

6. On August 1st, the Office of the Assistant Superintendent will submit a list of names to Human Resources of everyone who is eligible for horizontal movement. Human Resources will prepare the necessary paperwork and submit it to the Payroll Office for processing.