

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
METHUEN EDUCATION ASSOCIATION UNITS A & C
AND THE
METHUEN SCHOOL COMMITTEE**

This Memorandum of Understanding (hereinafter “the MOU” or “the Agreement”) is entered into by and between the METHUEN EDUCATION ASSOCIATION (hereinafter the “Union”), and the METHUEN SCHOOL COMMITTEE (hereinafter the “Employer”) to outline modifications as part of a successor collective bargaining agreement.

RECITALS

- A. The Employer and the Union entered into two collective bargaining agreements for the period July 1, 2024, through and including June 30, 2025 for Units A and C.
- B. The Employer and the Union entered into two collective bargaining agreements for the period July 1, 2025 through and including June 30, 2028 for Units A and C.
- C. The duly authorized representatives of the Employer and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement.
- D. That said representatives of the Employer and the Union have, subject to ratification by the membership of the School Committee and the Union, to whom the Employer and the Union subcommittees agree to recommend acceptance of each MOU to their respective memberships, agreed to a tentative agreement of contract changes.

AGREEMENT

In consideration of mutual promises and covenants, the parties agree as follows:

1) PRIOR AGREEMENTS

- a. The Collective Bargaining Agreements in effect for the period of July 1, 2021 through June 30, 2024, shall be in full force and effect for the period of July 1, 2024, through and including June 30, 2025, except as modified by this MEMORANDUM OF UNDERSTANDING.
- b. The Collective Bargaining Agreements in effect for the period of July 1, 2024, through and including June 30, 2025, shall be in full force and effect for the period of July 1, 2025 through and including June 30, 2028, except as modified by this MEMORANDUM OF UNDERSTANDING.

- 2) **SUCCESSOR AGREEMENT PROOFREADING.** The parties agree to correct article numbers, typographical, and grammatical errors by mutual agreement when the successor agreements are blended and updated.

- 3) Changes to the collective bargaining agreements are represented as additions in italicized font and deletions in strikethrough font.
- 4) The Parties agree only bargaining unit members that are actively employed or retired with the School District in the 2024-2025 school year will be eligible to receive any retro-payments for any financial benefit in this MOU.

This Memorandum is divided into sections:

Those agreements modifying the collective bargaining agreement between the Committee and the Union regarding Unit A shall be in Section A.

Those agreements modifying the collective bargaining agreement between the Committee and the Union regarding Unit C shall be in Section B.

UNIT A - 2024-2025 CONTRACT

1. Work Year (Article 7, p. 9)

Amend Article 7, Section A by inserting the italicized language below:

	<u>Student Dismissal</u>	<u>Teacher Dismissal</u>
<u>Preschool</u>	<u>N/A</u>	<u>12:00</u>
<u>Lower School</u>	<u>11:45</u>	<u>12:15</u>
<u>Upper School</u>	<u>11:15</u>	<u>11:45</u>
<u>High School</u>	<u>10:25</u>	<u>10:55</u>

2. Teaching Hours and Teaching Load (Article 8, p. 10)

Amend Article 8, Section A.1. by inserting the italicized language below:

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.
Preschool teachers 8:00 a.m.-3:00 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.

3. Teaching Hours and Teaching Load (Article 8, p. 11)

Insert a new Article 8 A. 2.e. that provides as follows:

“e. Student recess for Kindergarten will be a total of 40 minutes (two non-consecutive 20 minute recess sessions.”

4. Teaching Hours and Teaching Load (Article 8, p. 11)

Amend Article 8, Section A.3 by removing the stricken language below and inserting the italicized language below:

Teachers recognize and accept their professional responsibility of providing extra help *and relationship building* to students beyond the regular workday. High School teachers will post their *availability* ~~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.

5. Teaching Hours and Teaching Loads (Article 8, p. 11) (PER SIDE LETTER)

Amend Article 8, Section A.4 by replacing the existing language with the following language:

Pre-K staff meetings will be held on the scheduled half days of schools when there are no students. Grammar schools will hold four afternoon staff meetings per school year that will take place the first Monday of October, January, March, and May. The High School will hold eight (8) staff meetings per school year that will take place on the first Monday of September, October, November, January, March, April, May and June.

9-12 Department meetings will be held seven (7) times per school year that will take place in the following months, September, October, December, January, February, March, and May. The calendar for those meetings will be set by August 15 in any given year.

All staff meetings and department meetings after the end of the contractual day will be no longer than sixty (60) minutes.

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.

6. Teaching Hours and Teaching Loads (Article 8, p. 11)

Amend Article 8, Section A.5 by inserting the italicized language below:

Each teacher shall attend two evening meetings at her/his school per year, one of which shall be for purposes of an open house *PK-12. PK-8 teachers shall attend a second evening for parent conferences and 9-12 teachers shall attend a second evening for graduation. Grades PK-8 open houses will be held the night before the first day students return.* The other evening 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. *If a member has a conflict on any of the above events, the member shall speak to their Supervising Principal at least two weeks prior to the event. In the event that a conflict is verified by the Supervising Principal, the member and the Supervising Principal may agree on an alternate way to fulfill the contractual obligation. If the graduation date is changed which results in a conflict for a high school teacher to fulfill their obligation pursuant to this provision, the member will notify the Supervising Principal and will be excused from attendance."*

7. Teaching Hours and Teaching Load (Article 8, p. 12)

Amend Article 8, B. 1. e. by inserting the italicized language below:

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. *Any minutes lost to a regularly scheduled planning period due to attendance at an IEP meeting shall be provided to the teacher on the next scheduled school day. In addition, if more than 50% of the planning period is spent in an IEP meeting then the member will be granted an additional full prep period in the next scheduled school day.* 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.

8. Teaching Hours and Teaching Load (Article 8, p. 11) (PER SIDE LETTER)

Amend Article 8, B. 1. b. by replacing the existing language with the following:

“Classroom teachers of grades kindergarten through grade 8 will participate in common planning during contractual planning time and facilitated by an administrator in the amount of 35 minutes twice a month and common planning during contractual planning time self-facilitated by the grade-level team in the amount of 35 minutes once a month. Common planning will be scheduled for the first 35 minutes of the affected periods. ESL, special education, related service providers, fine arts, Spanish, and PE/Health and wellness teachers of grades kindergarten through grade 8 will participate in common planning/department meetings during contractual planning time and facilitated by an administrator in the amount of 35 minutes twice a month and common planning/department meetings during contractual planning time self-facilitated by the individual or team in the amount of 35 minutes once a month. Common planning will be scheduled for the first 35 minutes of the affected periods. These meetings replace the afternoon department meetings as outlined in the contract.

Each K-8 teacher will be provided at least fifty-five (55) 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. (on days unaffected by common planning described above.)”

9. Teaching Hours and Teaching Load (Article 8, p. 12)

Amend Article 8, Section C.3. by removing the stricken language below and inserting the italicized language below:

~~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.~~ *Substitution for professional staff: A teacher will be paid the contractual hourly rate for any class period for which they are asked by a building administrator to substitute for another unit A member by covering a class or having additional students added to their classroom. For school days with delayed starts or early dismissals that lead to abbreviated class periods, teachers who are asked by an*

administrator to cover or take on additional students will be paid a proportion of the hourly rate consistent with the length of the period.

- a. *This provision does not apply to instances where a service provider's absence results in students remaining in their assigned homeroom (K-4) or with a teacher on their grade-level team (5-8). Service providers include all special education teachers, teachers in the English learner education department, reading specialists, occupational therapists, physical therapists, speech language pathologists, school counselors and psychologists, and any other educator who provides instruction or services to students using a "pull-out" model. Service providers with students who are pulled for services daily will provide substitute plans with independent work.*
- b. *This provision does apply to instances where the absence of a teacher of core content in a specialized program (i.e., ELAD, advanced math) results in the distribution of students to other teachers.*
- c. *When a specialist teacher is absent and a building administrator distributes students to other specialist teachers, each specialist receiving students will be paid for the period.*

10. Teaching Hours and Teaching Load (Article 8, p. 12)

Amend Article 8, Section D by inserting the italicized language below:

The Committee agrees that a teacher will not be assigned to an IEP *meeting* 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.

11. Non-Teaching Duties (Article 10, p. 13-14)

Amend Article 10 by removing the stricken language below and inserting the italicized language below:

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.~~

Members will be assigned to supervisory duties based on non-instructional contractual time. High School Teachers will be assigned 90 minutes of duties per week. K-8 Unit A Members except Gr. 5-8 Specialist Teachers will have no more than 200 minutes per week. It is mutually agreed that buildings may have the flexibility to set up a schedule as long as they don't go over the total minutes. Grade 5-8 Specialist Teachers will have their fifth instructional block be assigned to supervising students along with no more than 30 minutes of additional duties per day. Preschool Unit A Members will only have supervisory responsibilities for preschool students. Below are the list of agreed upon non-instructional duties.

~~1. _____ Supervising recess/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. *Supervising parent pick up and drop off.* ~~Collect money turned in by students for insurance and photographs.~~
4. *Supervising students in the lunch room.* ~~Teachers are not expected to serve as parking attendants or perform parking supervisory duties.~~
5. *Supervising hallways and bathrooms.* ~~Teachers will take daily attendance.~~
6. *Supervising homeroom at the grammar schools.*

12. Payroll Deductions (Article 13, pg. 17)

Amend Article 13, Section A by removing the stricken language below:

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

13. Sick Leave (Article 16, p. 19)

Amend Article 16, Section A by inserting the italicized language below:

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. *Sick leave may be used for either personal medical circumstances, or to care for a family member as defined by the Family Medical Leave Act.*

14. Sick Leave (Article 16, p. 19)

Amend Article 16, Section B by removing the stricken language below and inserting the italicized language below:

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. *If a teacher is hired after September 1st the teacher the amount of sick leave days provided will be prorated.* 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 *quarter (1.75 hours)*, half (3.5 hours) and full day (7 hours) 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. *A quarter day is defined as either the first 1.75 hours of the workday or the last 1.75 hours of the workday.*

15. Sick Leave (Article 16, p. 19)

Amend Article 16, Section C by removing the stricken language:

~~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.~~

16. Sick Leave (Article 16, p. 20)

Amend Article 16, Section F by removing the stricken language below and inserting the italicized language below:

The Superintendent may, at their discretion, require medical documentation or an examination by a *medical provider* ~~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.

17. Sick Leave Pool (Article 16, p. 20)

Amend Article 16 H. 3. by removing the stricken language and inserting the italicized language below:

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 ("SLP") Committee, such Committee consisting of five (5) members of the Association *and an SLP Chair* 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. The SLP chair and committee will review documentation to ensure the SLP application is filled out correctly and completely, and to ensure the medical documentation denotes a return-to-work date. The documentation will then be passed on to the superintendent or the superintendent's designee for final approval. If the superintendent denies the member's request for time from the SLP, the executive board will be notified and must call a meeting within 2 working days to review the documentation and enter into a vote to sustain or overrule the superintendent's decision. In the event the executive board votes to overrule the superintendent's decision, the union president or union president's designee will set up a meeting with the superintendent within 3 working days to discuss the rationale behind the board's vote to overrule her/his decision. The superintendent shall take this rationale into consideration before making a final decision, and she/he will notify the union president or union president's designee within 3 working days from the meeting as to her/his final action.~~

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

c. *The final decision of the Superintendent as identified in Section a. shall not be subject to the grievance and arbitration procedure.*

18. Personal Leave (Article 17, p. 22)

Amend Article 17, Section E by removing the stricken language and inserting the italicized language below:

"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 days may also be used in 1.75 hour increments, if either at the beginning or the end of the contract day.* ~~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.

19. Parental Leave (Article 19, p. 23)

Effective beginning the 2024-2025 School Year, Amend Article 19 by removing the stricken language and inserting the italicized language below. In implementing this provision, the Parties agree that they will retroactively apply this new benefit to any bargaining unit member that had been on a parental leave prior to ratification during the 2024-2025 school year (*i.e.*, the District will credit individuals sick time that they may have used with a maximum of four weeks of sick time being returned). The Parties further agree that no bargaining unit member that previously took a parental leave during the 2024-2025 school year and returned to work will be entitled to additional 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.~~

1 All full-time members who have completed three (3) months of service in the Methuen Public Schools may be eligible for up to twelve (12) weeks of parental leave per child, for:

- a. *the purpose of preparing to give birth, giving birth and/or bonding with a newborn child; or*
 - b. *the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the member who is adopting or intending to adopt the child and or/fostering.*
 - c. *Any two (2) members of the District shall each be entitled to the parental leave provided for in this Article for the birth or adoption of the same child.*
- 2 *Parameters on Parental Leave*
 - a. *Such leave from work must be consecutive work days and must start within nine months of the date of birth/adoption of the child.*
 - b. *The member's parental leave of absence shall be completed within one year of either the birth or placement of a child. The time frame for multiple pregnancies or adoptions may exceed one year based upon the circumstances.*
 - c. *Parental leave taken pursuant to this Article shall run concurrently with leave taken pursuant to the Massachusetts Parental Leave Act and Family Medical Leave Act, or any other applicable state or federal law, and will be deducted from the employee's statutory leave entitlement.*
- 3 *Parental Leave Compensation:*
The Employer shall pay one hundred percent (100%) of base wages and contractually agreed member benefits during the first four (4) weeks of the parental leave of absence. Thereafter, a member shall be eligible to utilize up to four (4) weeks of accrued paid sick leave without a doctor's note to the extent available pursuant to Article 11. A member utilizing their FMLA entitlement may extend their parental leave for an additional four (4) weeks (twelve total weeks) and utilize their own accrued sick time consistent with District policy.
- 4 *Notice to District*
 - a. *A member intending to take a parenting leave of absence shall notify the Superintendent in writing of their anticipated date of departure and intention to return preferably three (3) months prior to, but in no event less than two (2) weeks prior to, their anticipated date of departure. Members are urged to give earlier notification thus providing the Administration with additional time to secure a replacement and ensure continuity of instruction. In the event of an unanticipated date of departure due to circumstances outside the member's control, the member shall notify the Superintendent in writing as soon as reasonably possible of their new departure date.*
 - b. *The pregnant member may continue in their assigned position as long as their physical condition and ability to perform their assigned duties allow.*
- 5 *Return from Leave*
 - a. *Upon completion of parental leave, the member shall be restored to the position the employee held when the parental leave commenced or a substantially equivalent position.*
 - b. *A member shall be placed on the next step of the salary schedule on the year of their return if they completed at least ninety-two days of service during the academic year of their leave.*
- B. **Extended Leave** – *In the event a unit member with professional teacher status desires a leave beyond the eight (8) weeks provided by M.G.L. c. 149, § 105D statute or the potential twelve (12) weeks provided above, 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.
4. *A member returning from extended leave will be assigned their previous position whenever possible or to a comparable position as is then available.*

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.~~ 2. 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 *to former position*. ~~When an appropriate position is available, preferably his/her previous position, said unit member shall have the first option for said position.~~

20. Sick Leave Buy-Back (Article 28, p. 33)

Amend Article 28 by removing the stricken language and inserting the italicized language below:

"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~~ \$35 per day for each unused sick leave day up to a maximum of 100 days; and a sum of money equal to ~~\$50~~ \$60 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~~ *not* utilized the Sick Leave Bank pool *within the last 15 years* (Article 16, Section H). The sum shall be paid no later than July 31 after the school year in which the teacher retires."

21. Tuition Waiver for Employees' Children (Article 30, p. 35)

Amend Article 30 by removing the stricken language below and inserting the italicized language below:

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 ~~Superintendent~~*Director of Pupil Services* on or before May 15th.

The requirement above that the employee begin employment by September 2, 2011 may be waived at the sole discretion of the Superintendent.

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

22. Mutual Concerns Committee (Article 31, p. 35)

Amend Article 31 by inserting the italicized language below:

"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 (*including programming and case loads*), health and safety, non-teaching duties, utilization of sick leave and teacher recruitment and retention.

23. Professional Development (Article 32, p. 37)

Amend Article 32 by removing the stricken language below and inserting the italicized language below:

The district-wide—~~PD~~ professional development council (PDC), comprised of members of the association and members of the administration will meet at minimum three times a year to discuss instructional, curricular, and professional development needs~~as a large group~~. 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.~~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 ~~on~~ 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.~~

Any teacher who is a presenter for Professional Development shall be paid at the Article 12 hourly rate for any such pre approved preparation time outside of the contractual day.

Teachers will be informed at least 72 hours in advance about the topic of a Professional Development presentation.

24. New Article 35 Entitled "Employee Health and Safety"

Create a new Article 35 entitled "Employee Health and Safety" that provides the following:

The School Committee and the Association are committed to maintaining a healthy and safe workplace for all employees.

A. Establishing a Joint Labor Management Committee for Safety Concerns

1. The District and the Union shall establish a Joint Labor Management Committee to address safety concerns. The purpose of this committee is to continuously work in collaboration on health and safety issues in the District. The Committee will consist of no more than 12 total members and no less than six members. The District and the Union will each be able to appoint up to six members. The Committee shall meet monthly and submit monthly reports to the school committee.
2. The Joint Labor Management Committee will design reporting, tracking, and communication procedures as it pertains to the following: Environmental safety issues as it relates to facilities and maintenance and Dysregulated student behaviors as it relates to student and staff safety.
3. Meetings of the Joint Labor Management Committee shall occur once a month at a mutually agreeable time and location outside the workday.

B. Environmentally Safe Working Environment

1. The District shall continue to maintain school buildings and conduct regular reviews to detect and subsequently appropriately remediate, potential health concerns, including but not limited to rodents, mold, and asbestos.
2. The District shall share relevant information with MEA president (s) concerning any findings, reports, recommendations, and progress relevant to the identification and remediation of any identified health concerns.
3. Classrooms that experience extreme heat or cold due to lack of air conditioning/heating, administrators shall continue to work with staff to locate potential sufficiently cool alternate learning spaces for student learning. Effective upon ratification

of agreement all classrooms without air conditioners will be equipped with oscillating fans with a CFM rating of 1,000 to 2,000.

C. Student Behaviors and Discipline

1. Members will report as soon as reasonably possible and in writing to their respective Supervising Principals all cases of workplace injury, including but not limited to physical injury and/or threats of assault suffered by them in connection with their employment, including but not limited to any violations of the District's Acceptable Use Policy by which staff members are targeted.
2. The District will share the monthly School Committee discipline reports with the MEA presidents.
3. The District will share the annual DESE SSDR (School Safety Discipline Report) report when it is submitted/certified by the state.

25. Wages (Appendix A)

Increase wages across the board in the following amounts:

Effective July 1, 2024 – 2%

Steps	FY '25 2% 1st 91 days							
	Bachelor's	Bachelor's+15	Master's	Master's+15	Master's+30	Master's+45	Master's+60	Master's+75
1	49,629	51,378	53,166	54,919	56,689	58,412	60,161	61,386
2	52,860	54,611	56,446	58,204	59,959	61,714	63,463	64,689
3	56,096	57,860	59,750	61,509	63,263	65,022	66,776	68,002
4	59,363	61,120	63,054	64,816	66,583	68,240	70,109	71,335
5	62,636	64,403	66,384	68,158	69,918	71,678	73,447	74,672
6	65,927	67,693	69,726	71,493	73,268	75,036	76,806	78,031
7	69,220	71,006	73,089	74,861	76,641	78,397	80,183	81,411
8	75,285	77,167	78,710	80,144	82,347	84,116	85,896	87,120
9	81,346	83,325	84,331	85,425	88,054	89,832	91,605	92,831
10	83,832	85,815	89,463	91,495	93,538	95,570	97,605	98,830
11			91,953	93,983	96,027	98,060	100,094	101,321

Effective 92nd day of contract – 1%

FY '25 1% Day 92- end of year								
Steps	Bachelor's	Bachelor's+15	Master's	Master's+15	Master's+30	Master's+45	Master's+60	Master's+75
1	50,125	51,892	53,698	55,468	57,255	58,996	60,762	61,999
2	53,389	55,157	57,010	58,786	60,558	62,331	64,098	65,336
3	56,657	58,438	60,347	62,124	63,896	65,672	67,444	68,682
4	59,957	61,732	63,685	65,464	67,248	68,922	70,810	72,048
5	63,263	65,047	67,047	68,840	70,617	72,395	74,182	75,419
6	66,586	68,370	70,423	72,208	74,000	75,787	77,574	78,811
7	69,912	71,716	73,820	75,609	77,407	79,181	80,985	82,225
8	76,038	77,939	79,497	80,946	83,170	84,958	86,755	87,991
9	82,159	84,158	85,174	86,279	88,934	90,731	92,521	93,760
10	84,670	86,673	90,358	92,410	94,473	96,526	98,581	99,818
11			92,873	94,923	96,987	99,040	101,095	102,334

26. Process for Extracurricular Additions (Appendix B-1 and B-2)

The Association and District shall agree to form a committee consisting of two members of District Administration and two members of the Union that shall be responsible for determining a process to review coaching and extracurricular positions and to make any recommendations for changes to positions listed in appendices B-1 and B-2.

27. Unified Sports Stipends (Appendix B-1)

Increase Unified Sports stipends from \$1,000 to \$3,000. Said increase will be effective in the 2024-2025.

28. Horizontal Movement (Appendix F)

Amend Appendix F by including Speech language Pathologists removing the stricken language and inserting the italicized language below:

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 *Human Resources Department* ~~Office of the Assistant Superintendent~~ to have his/her credits verified for a horizontal move.
5. The documentation will be reviewed by the *Human Resources Department* ~~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.
7. *Those employed in the role of School Physical Therapist, Occupational Therapist, and Speech Language Pathologists will earn credits for movement on the salary scale based on the following:*
 - i. *1.5 CEU (or 15 hours of study for PT/OT/Speech Language Pathologists ("SLPs"))(as defined by the International Association for Continuing Education) = 1 inservice credit/graduate credit.*
 - ii. *Any PT/OT/SLP who has earned a Specialty Certification will be reconsidered for his/her placement on the current pay scale in hopes of progression toward horizontal movement (e.g. C/NDT, SIPT etc.).*

29. Housekeeping – Side Letters

The Parties agree that when preparing the final integrated contract that they will incorporate the language changes previously agreed upon in the Side Letters that are Attached to this MOU that were executed by the Parties and agreed upon during the expiring contract

UNIT A – 2025-2028 CONTRACT

1. Summer, Other Optional, And Extracurricular Employment (Article 12, p. 16)

Amend Article 12, Section A. 2 by making the following change:

For the 2025-2026 School Year

- a. \$45 per hour for programs
- b. \$50 per hour for Program Coordinators

2. Wages (Appendix A)

Amend the wage scales by making the following changes:

Effective July 1, 2025 – 3 % across the board wage increase, drop lowest step and add a top step at 2% above the highest step.

Permanent Substitute pay = \$50,000

		FY '26							
New Step	Old Step	Bachelor's	Bachelor's+15	Master's	Master's+15	Master's+30	Master's+45	Master's+60	Master's+75
	1	51,629	53,449	55,309	57,132	58,973	60,766	62,585	63,859
1	2	54,991	56,812	58,721	60,550	62,375	64,201	66,021	67,296
2	3	58,357	60,191	62,157	63,988	65,813	67,642	69,467	70,743
3	4	61,755	63,584	65,595	67,428	69,266	70,990	72,934	74,210
4	5	65,160	66,998	69,059	70,905	72,736	74,567	76,407	77,681
5	6	68,584	70,421	72,536	74,374	76,220	78,060	79,901	81,176
6	7	72,010	73,868	76,035	77,878	79,729	81,557	83,415	84,692
7	8	78,319	80,277	81,882	83,374	85,665	87,506	89,358	90,631
8	9	84,624	86,683	87,729	88,868	91,602	93,453	95,297	96,572
9	10	87,210	89,273	93,069	95,182	97,308	99,421	101,538	102,813
10	11	88,954	91,058	95,659	97,770	99,897	102,012	104,127	105,404
11	12			97,572	99,726	101,895	104,052	106,210	107,512

Effective July 1, 2026 – 3.25% across the board wage increase, drop lowest step and add a top step at 2% above the highest step.

Permanent Substitute pay = \$53,500

		FY '27							
New Step	Old Step	Bachelor's	Bachelor's+15	Master's	Master's+15	Master's+30	Master's+45	Master's+60	Master's+75
	1	53,307	55,186	57,107	58,989	60,890	62,741	64,619	65,935
	2	56,778	58,658	60,629	62,518	64,402	66,288	68,167	69,484
1	3	60,253	62,147	64,178	66,067	67,952	69,841	71,725	73,042
2	4	63,762	65,650	67,727	69,619	71,517	73,297	75,304	76,621
3	5	67,278	69,176	71,303	73,210	75,100	76,991	78,890	80,206
4	6	70,812	72,710	74,894	76,791	78,697	80,597	82,498	83,814
5	7	74,350	76,269	78,506	80,409	82,321	84,207	86,126	87,445
6	8	80,865	82,886	84,544	86,084	88,449	90,350	92,262	93,577
7	9	87,375	89,500	90,580	91,756	94,579	96,490	98,394	99,711
8	10	90,045	92,174	96,093	98,276	100,470	102,653	104,838	106,154
9	11	91,845	94,018	98,768	100,948	103,143	105,327	107,512	108,830
10	12	93,682	95,898	100,743	102,967	105,206	107,433	109,662	111,006
11	13			102,758	105,026	107,310	109,582	111,855	113,226

Effective July 1, 2027 – 3% across the board wage increase, drop the lowest step and add a top step at \$3,400 above the highest step.
Permanent Substitute pay = \$58,000

		FY '28							
New Step	Old Step	Bachelor's	Bachelor's+15	Master's	Master's+15	Master's+30	Master's+45	Master's+60	Master's+75
	1	54,906	56,842	58,820	60,759	62,716	64,624	66,558	67,913
	2	58,481	60,418	62,448	64,393	66,334	68,276	70,212	71,568
	3	62,061	64,012	66,103	68,050	69,990	71,936	73,877	75,233
1	4	65,675	67,620	69,759	71,708	73,662	75,496	77,564	78,920
2	5	69,296	71,251	73,442	75,406	77,353	79,300	81,257	82,612
3	6	72,937	74,891	77,140	79,095	81,058	83,015	84,973	86,328
4	7	76,581	78,557	80,861	82,821	84,790	86,733	88,709	90,068
5	8	83,290	85,372	87,080	88,666	91,103	93,061	95,030	96,384
6	9	89,996	92,185	93,298	94,509	97,417	99,385	101,346	102,702
7	10	92,746	94,940	98,976	101,224	103,484	105,732	107,983	109,339
8	11	94,601	96,838	101,731	103,976	106,238	108,487	110,737	112,094
9	12	96,493	98,775	103,765	106,056	108,362	110,656	112,952	114,336
10	13	99,893	102,175	105,841	108,177	110,530	112,870	115,211	116,623
11	14			109,241	111,577	113,930	116,270	118,611	120,023

3. Longevity (Appendix A)

Replace the language in Appendix A regarding longevity with the following:

Any bargaining unit member employed before July 1, 2025, 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	2025-2026	2026-2027	2027-2028
After 7 years	\$1,000	\$1,500	\$2,000
After 10 years	\$1,500	\$2,000	\$2,500
After 15 years	\$2,000	\$2,500	\$3,000

After 20 years	\$2,500	\$3,000	\$5,000
After 25 years	\$4,000	\$5,000	\$6,000
After 30 years	\$5,000	\$6,000	\$7,000
After 35 Years	\$5,500	\$6,500	\$7,500

4. Athletic Trainer (Appendix B-1)

Increase Athletic Trainer from \$28,000 to \$38,000. Said in increase will be effective in the first year of the 2025-2028 contract.