

UNIT C – 2024-2025 CONTRACT

1. Vacancies/Bidding Process (Article 6, p. 5)

Replace 6.2 both **Vacancy During the Current School Year for Assignment in the Following School Year** and **End of the School Year Bidding Process** with the following:

1. All open Program Assistant openings will be posted beginning March 1.
2. A Google Form will be created for each open position that becomes available between March 1 and the last day of school. This form will act as the member's internal application.
3. Each posting will be open for 5 business days internally, and if not filled by an internal candidate will be posted for external candidates.
4. At the close of each open position, the most senior member who applied will be notified and must accept or decline the offer in writing to the HR department, because acceptance of the open position may trigger another vacancy.
5. If at the time the position closes there are no internal candidates, external candidates will be considered and the position will be open until filled.
6. In the event a member's position is eliminated (i.e. student who needs a 1:1 no longer needs one or student moves or budget reductions) the member, MEA representatives, the Director of HR, and the Superintendent or his/her designee will meet to determine appropriate placement. This may include filling an open position or HR conducting a facilitated transfer.

2. Vacancies/Bidding Process (Article 6, p. 4)

Amend Article 6.3 by removing the stricken language below:

No Program Assistant will be assigned duties without current appropriate training certification or background experience as determined by the Superintendent or his/her designee. ~~If there are ten (10) or more Program Assistants who have not been previously trained in SPEDIAC, a series of training provided by the member Collaborative will be provided that year.~~

3. Vacancies/Bidding Process (Article 6, p. 6)

Amend Article 6.5 d by removing the stricken language and inserting the italicized language below:

“(d) Payment for this service will be at the rate of ~~\$18.00~~ \$25 per hour.”

4. Vacancies/Bidding Process (Article 6, p. 6)

Insert a new Article 6.6 that provides as follows:

"Any approved work done beyond the contractual work day will be paid at the rate of \$25.00 per hour."

5. Employment and Wage Policy (Article 7, p. 7)

Amend Article 7.7 by removing the stricken language and inserting the italicized language below:

"7.7 a. Program Assistants will be paid annual stipends accordingly for the following degree/certificates:

SPEDIAC	\$300	<i>\$400</i>
Parapro	\$400	
Associates	\$350	<i>\$600</i>
Bachelor's	\$400	<i>\$800</i>
RBT		<i>\$500</i>

Should a Program Assistant qualify for a stipend in more than one area of the above listed certificates/degrees, he/she will be able to collect the stipends for each certificate/degree that he/she possesses. Said stipends will be payable prior to the last day of June to those members employed for 91 or mor days within that school year.

7.7 b. Any Program Assistant performing toileting duties as indicated in the posted job description will receive annual stipend in June of each year of \$1,200. The Program Assistant must be assigned to that role for the entire school year in order to receive the annual stipend."

6. Employment and Wage Policy (Article 7, p. 7)

Amend Article 7.9 by inserting the language below at the end of the section:

"Devices will be available and assigned by building administration to be used during the school day as needed."

7. Employment and Wage Policy (Article 7, p.8)

Amend Article 7.10 by removing the stricken language below and inserting the italicized language below:

Each Program Assistant will be given written notice at his/her respective buildings by his/her Supervising Principal of his/her assignment as early as possible in June, but no later *than* ~~that~~ the last day of school in June. If after this date, there are any necessary changes in said assignments, Program Assistants will be notified in writing as soon as possible.

8. Evaluations (Article 8, p. 8)

Amend Article 8 by removing the stricken language:

All observations of the work performance of a Program Assistant shall be conducted by a designated administrator openly and with the full knowledge of the Program Assistant. All employees new to the system shall be evaluated three (3) times within the first year of service (by December 1st, by February 1st, by May 1st); all other employees shall be evaluated once per year prior to June 1st. The evaluation document used by the Methuen School Department for Program Assistants will be part of this contract. Teachers will not evaluate Program Assistants but may provide written input to the administrator upon request by the administrator. The Evaluation Tool will be posted on the website. ~~The parties agree that within 30 days of ratification of this agreement that they will finalize the evaluation tool. The parties agree to continue the work of the subcommittee for the purpose of establishing the protocols and parameters around the Year 2 Improvement Plan (for those members who receive an end-of-cycle evaluation of needs improvement on 3 out of 5 overall on the evaluation tool). The first meeting will be held on or before October 15, 2021 and a draft will be completed no later than May 2022.~~

9. Salaries (Article 9, p. 8)

Amend Article 9 by removing the stricken language below and inserting the italicized language below:

~~Program Assistants may choose to be paid in either twenty-one (21) or twenty-six (26) biweekly installments payable on Thursdays, beginning with the second Thursday of the work year. For those who elect 26 payments, the final five installments will be paid no later than the last Thursday in June. If a holiday occurs on a Thursday, Program Assistants will be paid on the last working day prior to the holiday, when possible.~~

~~Effective July 1, 2014, any Program Assistant who does not have a sufficient number of sick days on June 1 to cover the remainder of the school year or has fewer than ten (10) sick days at the beginning of the next school year, will be required to elect the 26 payment option for the following school year and until further notice.~~

~~Effective in the 2022-2023 school year, a~~*All* Program Assistants will be paid in twenty-six (26) biweekly installments payable on Thursdays, beginning with the second Thursday of the work year. The final five installments will be paid no later than the last Thursday in June. If a holiday occurs on a Thursday, Program Assistants will be paid on the last working day prior to the holiday, when possible.

10. Job Assignment (Article 10, p. 9)

Amend Section 10.3 by removing the stricken language below and inserting the italicized language below:

From November 1st through March 15th of the school year, no outside duty will be for more than ~~twenty-five~~ (2015) consecutive minutes whenever possible, but never more than thirty (30) minutes in any sixty (60) minute period.

11. Job Assignment (Article 10, p. 9)

Amend the relevant portion of Section 10.4 (c) by removing the stricken language below and inserting the italicized language below:

- (a) Any Program Assistant whose position was eliminated and then reinstated within one calendar year, will have ~~the~~ option to return to their original position without going through the bidding process. The Program Assistant will be given a 5 work day notice to accept or decline such an offer.

12. Sick Leave (Article 11, p. 10)

Amend Article 11.1 (c) by removing the stricken language and inserting the italicized language below:

“(c) Accumulated sick leave is available for the following manner:

1. When it is established that a person is incapacitated for performance of his regular duties
2. For medical, dental or optical examination or treatment
3. *To care for a “family member” as defined by the Family Medical Leave Act* ~~Up to ten- (10) days per year may be used when a member of the immediate family requires the care and attendance of the employee. If more time is needed during the school year, such time can be granted by the Superintendent at his/her discretion. Said decision to extend is not grievable.~~

13. Sick Leave (Article 11, pp. 10-11)

Amend Section 11.1 (f) by removing the stricken language below and inserting the italicized language below:

Any Program Assistant who ~~uses is absent three~~two or fewer *sick/family illness* days per year (excluding personal days, bereavement days, jury duty, and/or professional/Association days) *and has been employed in the Methuen Public Schools as a full time program assistant for two consecutive years, will receive a pay incentive bonus of \$500*~~350~~ by the last day of school. A Program Assistant must be hired by ~~September~~October 1st of said year to be eligible.

14. Personal Leave (Article 13, p. 13)

Amend Article 13.1 by inserting language that provides that personal leave days may be used in quarter, half and full days.

Each Program Assistant will be credited with three (3) personal leave days at the beginning of the school year. *Personal leave days may be taken in half and full day increments. A half day is defined as either the first 3 hours of the workday or the last 3 hours of the workday. Personal days may also be used in 1.5 hour increments.* ~~The three (3) personal days may be used 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 usage: ~~more than two days consecutively~~, first and last day of 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 disciplinary action may 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.

15. Parental Leave (Article 14, p. 14)

Amend Article 14 by replacing the current language with the following:

- 14.1 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.
 - 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.
- 14.2 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.
 - 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.
- 14.3 Parental Leave Compensation:
- Effective beginning the 2024-2025 School Year, 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.
- 14.4 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.

14.5 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.

16. Non Resident Students (Article 16, pp. 14-15)

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

CHILDREN OF NON-RESIDENT TEACHERS

Any Unit C members who are not residents of Methuen, and who begin employment in the Methuen Public Schools on or before ratification of this 2009-2011 Agreement, may enroll their children in the Methuen Public Schools as long as:

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

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

The requirement above that the employee begin employment on or before July 1, 2009 may be waived at the sole discretion of the Superintendent.

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

17. Sick Leave Buy Back (Article 20)

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

“Effective on the first day of the contract, A a Program Assistant shall submit a written notice to the Superintendent by September 1 of the school year in which he/she intends to retire. The retiring Program Assistant shall be compensated a sum of money equal to *\$35 per day for each unused sick leave day up to a maximum of one hundred (100) days, and a sum equal to \$50 per day for each unused sick leave day beyond 100 up to a maximum of two hundred twenty (220) days.* The sum shall be paid no later than July 31 after the school year in which the Program Assistant retires. In order to receive this compensation, the Program Assistant cannot have been absent more than ten (10) sick leave days during the school year of his/her retirement. However, the Superintendent at his/her discretion may grant an exception to this ten (10) day limitation for physician documented serious illness extending ten (10) or more days in length, i.e., extensive surgery or hospitalization.

18. New Article Entitled “Subcontracting”

Insert a new Article 22 entitled “Subcontracting” that provides as follows:

1. If an existing Program Assistant position becomes vacant, and the District intends to fill the vacancy, the position will be posted both internally and externally in accordance with Article 6 of the collective bargaining agreement. If the District is not able to find a qualified candidate, The District may offer additional work to existing bargaining unit members if available, at an additional work rate set forth in the contract (see Article 7), while it continues to post and search for a qualified candidate.

2. The District shall have the right to subcontract out this work temporarily while it continues to post and search for a qualified candidate, in order to provide services to students. Parties will discuss these needs during the monthly mutual concerns meeting.

19. Wage Schedule (Appendix A)

Insert a new wage scale that will be effective as of July 1, 2024

STEP	BASE SALARY FY 25
1	\$30,000
2	\$30,500
3	\$31,000
4	\$31,500
5	\$32,000
6	\$33,000

20. Wage Scale (Appendix A, p. 18)

Amend Section A.3 by removing the stricken language below:

~~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 \$1500.00 Payment of said one-time bonus shall be made in the first pay period following December 1, 2021.~~

21. 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 C – 2025-2028 CONTRACT

1. Vacancies/Bidding Process (Article 6, p.6)

Amend Article 6.5 by making the following changes:

Increasing the amount in section (d) to \$25 per hour. Changing the amount in section (e) to “the teacher rate” .

2. Wage Scale (Appendix A, p. 18)

Insert a new wage scale as follows:

STEPS	BASE SALARY FY26	BASE SALARY FY27	BASE SALARY FY28
1	\$30,985	\$32,632	\$34,283
2	\$31,605	\$33,285	\$34,970
3	\$32,237	\$33,951	\$35,669
4	\$32,882	\$34,629	\$36,381
5	\$33,540	\$35,323	\$37,111
6	\$36,000	\$38,000	\$40,000

3. Longevity Schedule (Appendix B)

Amend the longevity by replacing the scale and last sentence as follows:

5 years	\$500
10 years	\$1,000
15 years	\$2,000
20 years	\$3,000
25 years	\$4,000
30 years	\$5,000

Any member hired on or after July 1, 2025 will not be eligible for longevity under the current collective bargaining agreement.

