

AGREEMENT
BETWEEN
THE MALDEN SCHOOL COMMITTEE
AND
THE MALDEN EDUCATION ASSOCIATION
UNIT B
SEPTEMBER 1, 2005 TO AUGUST 31, 2008

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**AGREEMENT
BETWEEN
THE MALDEN SCHOOL COMMITTEE
AND
THE MALDEN EDUCATION ASSOCIATION
(Unit B)
SEPTEMBER 1, 2005 TO AUGUST 31, 2008**

PREAMBLE

Although this Agreement deals with the wages, hours and conditions of work of administrators in the City of Malden, its true objectives transcend these limited spheres. The School Committee seeks a happy, spirited and stimulating group of administrators, who, by example and precept, will inculcate in our children the highest standards of academic excellence and constructive citizenship. The administrators seek to be recognized as true professionals, intent primarily on the achievement of the educational objective, but in an atmosphere of dignity and in a milieu which recognizes the great contribution, past and potential, which they can make to the welfare of our community. As equals, then, and with a common purpose, we, the undersigned, have further dedicated ourselves to the true task of bringing to our students and our City the fullest achievement of which we are both capable.

ARTICLE 1: RECOGNITION

- 1.01 The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of a unit consisting of all professional administrative employees of the Malden Public Schools, but excluding the Superintendent, Assistant Superintendents, Business Manager, Administrator of Pupil Personnel Services, Supervisor of Attendance, and Principals.

ARTICLE 2: NEGOTIATION PROCEDURE

- 2.01 Not later than September 15 of the calendar year preceding the calendar year in which this agreement expires, the Committee and the Association agree to enter into negotiations concerning a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning administrators' wages, hours, and other conditions of their employment. Such negotiations will include, but not be limited to, the items listed in the table of contents of this Agreement.
- 2.02 The Committee will make available to the Association for inspection all pertinent records of the school system. Individual personnel records of administrators maintained by the Committee and other records not in the public domain shall not be deemed to be "pertinent records."

- 2.03 As to those matters, if any, not covered by this Agreement, the pre-existing rules, regulations or policy of the Committee, if any, shall control. Before the Committee adopts a change in rules, regulations, or policy which affects wages, hours or any other condition of employment and which is not covered by the terms of this Agreement, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Committee provided that it files such a request with the Committee within five (5) working days after receipt of said notice. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.
- 2.04 Copies of this Agreement and the Rules and Regulations of the School Committee will be printed in manual form at Committee expense and made available to each administrator.

ARTICLE 3: GRIEVANCE PROCEDURE

3.01 DEFINITIONS

3.01.01 A "grievance" is a claim that a party hereto has violated or failed to observe a specific term or provision of this Agreement, or a dispute to the meaning, interpretation, or application of any specific provision of this Agreement.

3.01.02 A "claimant" is the person(s) making the claim, the Association, or the Committee.

3.01.03 A "party of interest" is the Committee, the Association, a person(s) making the claim, any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.

3.01.04 The "immediate supervisor" is the lowest level administrative official with the power to resolve the grievance.

3.01.05 "Day" shall mean school day unless otherwise stated.

3.02 PURPOSE

3.02.01 The grievance procedure herein set forth is not intended by the parties to establish a procedure to alter the responsibilities, rights, or duties of either the Association or the Committee of any individual administrator, or the procedures to assert such rights and responsibilities as established by the laws of the Commonwealth.

3.02.02 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time constitute grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3.03 PROCEDURE

3.03.01 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.

3.03.02 If, in the judgment of the Association, a grievance(s) affects a group or class of administrators, the Association may submit such grievances in writing to the Superintendent directly and the processing of such grievance(s) will commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the claimant does not wish to do so.

3.03.03 Any Grievance initiated by the School Committee shall commence at Level Two by discussion with the Association.

3.03.04 Either party to a grievance at Level Two or Level Three may elect to have a stenographic record kept provided written notice that a stenographer will be present is sent by registered mail at least three days prior to the date of the hearing. These records shall be the official records of the hearing and shall be made available to both parties. The cost of such records shall be paid by the party requesting same unless both parties agree to share the cost equally.

3.03.05 Records of grievances and/or the results will not be placed in the personnel file of the aggrieved party, the claimant or any other party of interest unless so requested by the party to be placed in his/her file.

3.03.06 LEVEL ONE

a. Assistant Principals may initiate this procedure by discussing it with his/her principal either directly or through the Association's representative at the Assistant Principal's option, with the object of resolving the matter informally.

Directors may initiate this procedure by discussing it with the Assistant Superintendent of Schools either directly or through the Association's representative at the Director's option, with the object of resolving the matter informally.

Program Managers may initiate this procedure by discussing it with the Director of Pupil Personnel Services either directly or through the Association's representative at the Program Manager's option, with the object of resolving the matter informally.

b. In the event that an informal conference under (a) does not resolve the matter, or one of the parties to the grievance does not wish to use that procedure, the claimant may file a formal grievance in writing with the appropriate supervisor as listed in (a).

c. Within five (5) days of the filing of a formal grievance under Paragraph 3.03.06.b herein above, a meeting shall take place between the appropriate supervisor, the claimant and the Association representative and an answer to the grievance shall be given in writing no later than five (5) days after said meeting.

3.03.07 LEVEL TWO

a. If the claimant is not satisfied with the disposition of the grievance at Level One, or no written decision is received within five (5) days after the Level One meeting, the claimant may within five (5) days submit the grievance in writing to the Superintendent.

b. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the claimant and the Association representative in an effort to resolve it. The Superintendent shall render the resolution in writing within five (5) days of the meeting.

3.03.08 LEVEL THREE

a. If the Association or the Committee is not satisfied with the resolution at Level Two, or no decision has been rendered within five (5) days of the Level Two meeting, then the claimant may within ten (10) days submit the claim to binding arbitration to the American Arbitration Association. The parties will be bound to the rules and procedures of the American Arbitration Association subject only to the provisions of section (b) of Level Three.

b. The costs of the arbitration will be borne equally by the Committee and the Association.

3.04 RIGHTS OF THE PARTIES

3.04.01 No reprisals of any kind will be taken by the Committee, the Association, or any party of interest against any participant in this process by reason of such participation.

3.04.02 All negotiation or grievance meetings shall be held after regular school hours, whenever possible. When it is necessary pursuant to Article III (Grievance procedure) for a school representative, a member of the Grievance Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she will, upon notice to the Superintendent of Schools by the Chairman of the Grievance Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities.

Any administrator whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

3.04.03 The Committee and the Association will, upon request, provide each other with any documents which will assist them in developing intelligent, accurate, informed and constructive programs on behalf of the administrators and their students, together with any other available information which may be necessary to process or to avoid the institution of grievances under this Agreement.

3.04.04 Should a grievance not be filed within thirty (30) school days following the alleged grievance, or 30 days from the date the claimant reasonably should have known of the incident relating to the alleged grievance, the rights of any party to process the grievance shall be deemed waived. This provision shall not apply to grievances where the alleged grievance is of a recurrent nature.

ARTICLE 4: SALARIES

4.01 The salaries of all persons covered by this Agreement are set forth in Appendices A through D, which are attached hereto and made a part thereof.

- 4.02 Should an administrator's paycheck be placed in the administrator's mailbox or delivered to the administrator's office, it will be placed in an envelope.
- 4.03 Unit members shall be paid in equal paychecks. The number of paychecks shall be determined by the length of the work year. Should any unit member be a 220 work day employee, the number of paychecks would be 52. Unit members whose pay period falls on a holiday or vacation will receive their paycheck on the last work day prior to the holiday or vacation.

ARTICLE 5: WORK DAY AND YEAR

- 5.01 Administrators shall work at their assigned duties each day for whatever reasonable time may be necessary. Administrators, exercising good judgment in the evaluation of their duties, may adjust their daily work schedules to accommodate pressing duties in connection with the responsibilities of their position.
- 5.02 It is understood that all administrators are required to attend regularly scheduled leadership team meetings.
- 5.03 All administrators are entitled to a thirty (30) minute duty-free lunch each day.
- 5.04 Work Year.

Director of PIC & ELE	220 days
Director of Technology & Information Services	220 days
Director of Early Learning Center	220 days
Director of Science & Health	220 days
Director of Math & Data Analysis	220 days
Director of Humanities	220 days
Director of For. Lang., International Relations & World Cultures	220 days
Director of Career Planning, Business, & Entrepreneurship	220 days
Director of Reading & Title One	220 days
Director of Guidance	220 days
Director of Athletics & Physical Education	220 days
Assistant Principals (K-8)	206 days
House Principals (High School)	206 days
Special Education Program Managers	204 days -
*However, the work year will revert to 194 days if grant funding is not sufficient to fund the 10 extra work days	

- 5.05 The Wednesday preceding Thanksgiving shall be a half day.
- 5.06 Directors shall have twenty-two (22) days of vacation. Effective September 1, 2005 no director shall be allowed to accumulate more than thirty-seven (37) vacation days as of August 31st of each year. The failure of a director to use vacation days exceeding those amounts shall result in a forfeiture of vacation days.

ARTICLE 6: CLERICAL DUTIES

- 6.01 Sufficient time for completion of various statistical reports, surveys, and requests for information shall be given to administrators whenever possible.

- 6.02 While it is recognized that a certain amount of clerical work must be performed by the unit members, it is the intention of the Malden Public Schools to keep such work to a minimum. If an administrator is in need of assistance for clerical duties, the central administration will make a reasonable effort to provide assistance. Emphasis will be to provide clerical assistance to facilitate the administrator in the evaluation of staff.
- 6.03 The Association and the School Committee agree that Article 6.02 relating to clerical work is not intended to rebuke the School Committee to hire additional secretaries.

ARTICLE 7: ADMINISTRATOR EMPLOYMENT

- 7.01 Administrators must provide at least thirty (30) days notice to the Superintendent of their intention to resign. In addition, administrators resigning shall participate in an exit interview with the Superintendent of Schools or his/her designee.

ARTICLE 8: REDUCTIONS IN FORCE

- 8.01 Should the Committee decide to reduce the number of administrators in the bargaining unit for any reason, such reduction shall be by category consistent with the General Laws of the Commonwealth, the Regulations of the Department of Education, and this Agreement.
- 8.02 House Principals, Assistant Principals, and Program Managers shall be terminated by category in reverse order of their seniority. Seniority is defined as the length of continuous employment in the bargaining unit (including continuous employment in Unit A prior to execution of this Agreement) measured from the first day for which compensation was received, including time spent on paid and unpaid leave of absences. Beginning September 1, 1983, a bargaining unit member can accrue up to only one year seniority for time spent on unpaid leave of absence. Unpaid leave time in excess of one year shall not accrue seniority but shall not constitute an interruption in continuous employment.
- 8.03 Administrators who have served in Unit A prior to the execution date of this Agreement shall have protection in the event of a reduction in force, in accord with the Unit A Agreement. Administrators who have not served in Unit A and are hired after the execution date of his Agreement shall not have any rights under the Unit A contract.
- 8.04 The recall period for any administrator laid-off shall be for three years from the effective date of the layoff. This provision shall not apply to administrators with less than three (3) years of service as an administrator.

ARTICLE 9: TRANSFERS

- 9.01 The unit member who is requesting a voluntary transfer to a vacancy in Unit A shall make the request in writing to the Superintendent or his/her designee no later than May 1 preceding the school year the transfer is to be effective.
- 9.02 In determining which unit member will be involuntarily transferred when one or more qualified persons could be affected, length of service in the Malden Public Schools and the needs of the system shall be the principal factors in selecting the person to be transferred. If the senior person is involuntarily transferred, the administration shall, if requested in writing, supply written rationale for the transfer.

- 9.03 The unit member who is going to be involuntarily transferred may request a meeting with the Superintendent to discuss the transfer before the transfer is complete.

ARTICLE 10: VACANCIES

- 10.01 All vacancies in Unit B shall be posted for at least fourteen (14) working days before being filled. The Unit B member who is qualified for the position and makes a formal application for the position shall be granted an interview. All other factors being equal, a unit member currently employed in the Malden Public Schools shall receive preference over outside candidates.

ARTICLE 11: ADMINISTRATOR EVALUATIONS

- 11.01 The purpose and philosophy of evaluations is to assess the effectiveness of education in the public schools of Malden. Evaluation will be a continuous, constructive, and cooperative process between the evaluator and the administrator. The goal of the evaluation process is to improve job performance by providing reinforcement and acknowledgment of an administrator's strengths and by providing assistance in helping administrator's to improve in those areas specifically identified and substantiated as areas in which improvements are desired. Evaluations will also provide a record of facts and assessments for personnel decisions.
- 11.02 The Association and the School Committee agree that a sub-committee of administrators and the Superintendent of Schools as well as her designees shall meet to develop an appropriate evaluation instrument which shall be approved no later than June 30, 2005.
- 11.03 Administrators shall have the right, upon request, to review the contents of their personnel file. An administrator will be entitled to have a representative of the Association accompany him/her during such review.
- 11.04 No material derogatory to an administrator's conduct, service, character or personality will be placed in his/her personnel file unless the administrator has had an opportunity to review the material.
- The administrator will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature, in no way, indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- 11.05 Any complaints regarding an administrator made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the administrator.
- 11.06 The Association recognizes the authority and the responsibility of the principal, assistant superintendent, or Director of Pupil Personnel Services for disciplining or reprimanding an administrator for delinquency of professional performances. If an administrator who has served in his/her position for over three years is to be disciplined or reprimanded, he/she will be entitled to have a representative of the Association present. "Discipline" or "reprimand" does not include a discussion with the administrator concerning his/her progress or procedures.
- 11.07 No administrator will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

- 11.08 Any administrator receiving a negative evaluation will not receive a salary increase in the year subsequent to the evaluation.

ARTICLE 12: ADMINISTRATOR FACILITIES

- 12.01 Off-street parking or parking sticker privilege for street parking of administrators' automobiles will be available. Stickers may be purchased by the administrators.

ARTICLE 13: ASSOCIATION RIGHTS AND PRIVILEGES

- 13.01 The Association will have the right to use school buildings without cost at reasonable times for meetings. Normal fees for custodial services, when applicable, will be paid by the City of Malden but not to exceed two meetings per year. The principal of the building in question will be notified in advance of the time and place of all such meetings.
- 13.02 There will be one (1) bulletin board in each school building for the purpose of displaying notices, circulars, and other Association materials. Copies of all such material will be given to the building principal, but his/her advance approval will not be required.
- 13.03 Every new administrator, upon being hired, shall be given a copy of the master contract.
- 13.04 Upon ten (10) days prior notice, whenever practicable, no longer than three (3) days off with pay will be given to Association representatives to attend M.T.A. and/or N.E.A. conventions and conferences. No more than three members of Unit A and Unit B may participate in anyone conference or convention.
- 13.05 Upon ten (10) days prior notice, delegates to the M.T.A. Annual Meeting of Delegates requesting a day off, shall be paid minus the cost of a substitute. Not more than one delegate will be allowed for each fifty unit members in Unit A and Unit B.
- 13.06 The Committee agrees that not more than three unit members designated by the Association will, upon request to the Committee made not later than April 1 of any year, be granted a leave of absence commencing the following September for up to two (2) years without pay for the purpose of assuming an elected slate or national office in the Association or participating in full-time state or national Association programs solely of a scholastic educational nature.
- 13.07 There will be no restraint, coercion, discrimination or reprisals of any kind by any administrator, the administration, the Association or the School Committee against any administrator by reasons of his/her membership or non-membership in the Association or participation in its activities.
- 13.08 Payroll deductions for VOTE.

ARTICLE 14: SICK LEAVE

- 14.01 Directors or 52 weeks employees will be entitled to eighteen (18) sick leave days each year and Administrators or 42 week employees will be entitled to fifteen (15) sick leave days each year as of their first official day of said school year, whether or not they report for duty on that day, except in the case of first year administrators, who will be entitled to their sick days when they report for duty. Sick leave may be accumulated from year to year without limit. Sick leave is for personal illness; however, up to thirty (30) days of sick leave may be used each year for the illness of a family member of an administrator's household or an immediate family member. With the approval of the Superintendent, up to fifteen (15) days of sick leave may be used each year for the illness of a significant friend residing outside of an administrator's household.
- 14.02 An administrator who is absent in excess of five consecutive days shall call the Superintendent's designee indicating the anticipated date of return to work. Should the absence continue to ten consecutive days, the unit member shall, if the Superintendent requests in writing, provide a doctor's certificate setting forth the diagnosis and prognosis of the illness and an opinion as to when the unit member will be able to work. The Committee may request an additional examination by another doctor at the Committee's expense if the period of illness or disability is for a period in excess of 15 school days. The Committee shall submit a list of three doctors, and the administrator shall choose one of the three.
- 14.03 Additional days leave for illness in the family may be authorized by the Superintendent in accordance with previous practice and existing rules and regulations of the School Committee.
- 14.04 If in the actual performance of duty a battery occurs, an administrator shall be credited with sick leave in addition to that credited to him/her at the time of his /her battery. The additional sick leave shall be equal in duration to the period of his/her absence as a result of such battery.
- 14.05 If in the actual performance of duty an injury occurs, an administrator shall be credited with leave up to fifteen (15) school days, which days shall be granted prior to the regular sick leave to which this administrator is entitled.
- The additional days shall be granted subject to medical proof that the injury occurred in the actual performance of duty
- 14.06 In instances where there is a loss of pay resulting from absence, the daily rate for the deduction will be determined by dividing the administrator's annual salary by the number of days in his/her work year.
- 14.07 An annual statement will be provided each September stating the number of sick days accumulated.

ARTICLE 15: SICK LEAVE BANK

Administrators will be entitled to participate in the Sick Leave Bank under the provisions of the Unit A contract.

ARTICLE 16: RETIREMENT

- 16.01 Upon notice to the Superintendent that an administrator will retire from service in the Malden Public Schools on a certain date, administrators will be compensated for their remaining months of duty not to exceed ten (10) months at the rate of one hundred (\$100) dollars per month.
- 16.02 Upon retirement or layoff covered under Article 8 (Reductions in Force), an administrator shall receive \$10 per day for all unused sick leave. In the event of the death of an administrator, the administrator's estate will be awarded \$10 per day for each day of the unused sick leave that the administrator has accrued as of the date of his/her death.

ARTICLE 17: TEMPORARY LEAVES OF ABSENCE

- 17.01 Administrators will be entitled to temporary leaves of absence with pay up to three days each school year upon application and approval by the Superintendent of Schools for the death of a spouse or domestic partner, mother, father, sister, brother, grandmother, grandfather, child, mother-in-law or father-in-law. Administrators will be entitled to one day for grandmother or grandfather of a spouse or domestic partner, aunt or uncle or sister-in-law or brother-in-law of the applicant.
- 17.02 One day of personal leave may be utilized during any school year for imperative personal business which could not be effectively conducted outside of the school hours. Requests for such leave must be made in writing to the Superintendent of Schools as soon as possible and not less than 48 hours (except in cases of emergency) before the absence occurs. This leave shall not be requested so as to extend a holiday or vacation period. Approval of such leave shall not be unreasonably withheld.
 - 17.02.01 A second day of personal leave may be granted but this second day cannot be consecutive to the first day. It cannot be a Friday or a Monday nor can it be used to extend a holiday or vacation period.
- 17.03 The Committee encourages visits by administrators to other school systems and attendance at educational meetings for purpose of study and examination of new and different educational strategies, curricula, or plans. Accordingly, permission for such visitations will be given upon application to and approval by the Superintendent.
- 17.04 A bargaining unit member serving on jury duty shall receive the difference between the member's per diem salary and the amount received while on jury duty, excluding meal and travel expenses.

ARTICLE 18: EXTENDED LEAVES OF ABSENCE

- 18.01 A leave of absence without pay of up to two (2) years will be granted to any administrator who joins the Peace Corps or any other educational program approved by the Committee or serves as an exchange administrator and is a full-time participant in such programs. Upon return from such leave, an administrator will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

- 18.02 An administrator who becomes a parent by birth or adoption shall be eligible for a child-rearing leave in accordance with the following provisions:
1. The leave must commence upon receipt of the child or recovery from child-bearing disability.
 2. If the child is received or born before December 31 of the work year, the unit member may have an unpaid leave until the first work day of the next school year.
 3. If the child is received or born after December 31 of the work year, the unit member may have an unpaid leave until the first work day of the next school year or the first work day of the next subsequent work year as requested by the unit member.
- 18.03 All benefits to which a unit member was entitled at the time a leave of absence commenced, including unused accumulated sick leave, will be restored upon return from leave. Administrators returning from leave shall be entitled to a position in the unit.
- 18.04 All requests for extensions or renewals of leaves will be applied for and granted in writing.
- 18.05 The parties agree that for purposes of the Federal Family Medical Leave Act (FMLA), the twelve work weeks of leave during any twelve month period will be measured by using a "rolling" twelve month period, measured backward from the date an employee uses any FMLA leave.
- 18.06 Any administrator on an extended leave of absence must notify the Superintendent of his/her intent to return in writing by April 15.

ARTICLE 19: SABBATICAL LEAVES OF ABSENCE

- 19.01 One semester's leave of absence at full pay or one year's leave of absence at half pay for professional improvement through study may be granted by the Malden School Committee to members of the administrative staff of the Malden Public Schools subject to the following conditions:
- 19.01.01 Such leaves shall be granted only to personnel who are of professional administrator status in the Malden Public Schools. The number of leaves to be granted shall be determined each year by the Superintendent.
- 19.01.02 Applications from eligible applicants must be submitted prior to April 15 for leave beginning the following September or the following February.
- 19.01.03 Each application must include a proposed plan of study or research, a statement of the applicant's professional purpose and the expected value to the Malden Public Schools. The application should include the name of the school to which he/she intends to apply. Leave may be granted conditionally upon his/her being accepted to that school.
- 19.01.04 In granting leaves of absence, the Superintendent will take into consideration the recommendation of the Superintendent and a committee appointed by him/her, consisting of administrators and teachers, and the educational value to the Malden Public Schools of the proposed project. Persons applying for Sabbatical Leave shall be notified in writing prior to June 1 of the Superintendent's decision. The reasons granting or denying such leave shall not be required to be part of such written notice.

19.01.05 Personnel granted leaves of absence will receive full pay for one semester or half pay for one year. Professional teaching status, regular salary increments, and status shall not be impaired.

19.01.06 Prior to the granting of such leave, an applicant shall enter into a written agreement with the Malden School Committee that, upon termination of such leave, he/she will return to service in the Malden Public Schools for a period double the length of the Sabbatical Leave, and that in default of completing such service, he/she will refund to the City of Malden an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered unless this failure is due to illness, disability or death, and shall be so stated on his record.

19.01.07 Tuition costs for one semester will be defrayed by the Malden Public Schools. For those administrators who are granted a Sabbatical Leave for a second semester, the Committee will pay one-half the tuition costs for this second semester.

19.01.08 The Superintendent may require progress reports from members on Sabbatical Leave and may, in its discretion, terminate any leave which does not reflect the best interests of the Malden Public Schools.

19.01.09 The Superintendent reserves the right to make such further rules and regulations on this matter as it deems advisable.

19.01.10 When an administrator returns from a Sabbatical Leave, if a change in assignment is necessary, he/she will be considered under the conditions of involuntary transfer, Article 9.

ARTICLE 20: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

20.01 The Malden Public Schools will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences, or other professional improvement sessions at the request, and with the advance approval of these expenses by the Superintendent, or, in case of inter-state travel, of the School Committee.

ARTICLE 21: INSURANCE/ANNUITY PLAN/403b

21.01 Administrators will be covered for the duration of this Agreement for insurance coverage in compliance with Chapter 32B. The current Malden unit coverage is as follows:

21.01.01 A \$2,000 term life insurance plan.

21.01.02 The medical coverage is Blue Cross/Blue Shield Master Medical with the City of Malden paying 75 percent of the premium.

21.02 Administrators will be eligible to participate in a "tax-sheltered" Annuity Plan established pursuant to United States Public Law No.87-370.

21.03 A
representative elected by the Association will serve on the City Insurance Commission.

21.04 The School Committee will continue to contribute its portion of the premium for health insurance during July and August for any administrator leaving the system.

21.05 In the event that any administrator is on leave of absence, insurance benefits provided above shall continue for the duration of the leave with payments to be made by the individual administrator in accordance with requirements or ordinances of the City of Malden.

ARTICLE 22: ADMINISTRATOR PARTICIPATION IN RESEARCH, POLICY AND CURRICULA

22.01 Although the adoption of the educational policy is vested in the Committee by the laws of the Commonwealth, the Committee agrees to investigate, examine, adopt recommendations and develop programs together with the Association. The Association agrees to participate in the planning, research and development of educational programs and will meet at Committee's request to discuss any problems in this area.

22.02 A list of supplies ordered by the School Department for instructional purposes will be posted, and administrators given the opportunity to request additional items.

22.03 The dates of the release days for in-service training will be made a part of the school calendar each year.

ARTICLE 23: DUES DEDUCTION

23.01 The Committee agrees to deduct nom the salary of any employee who individually authorizes its dues for the Malden Education Association, Massachusetts Teachers Association, and National Education Association. The deductions shall be made in accordance with Chapter 180 as amended by Chapter 113 of the Acts of 1973 as follows:

23.01.01 New members shall submit the following "Dues Authorization Card"

"DUES AUTHORIZATION CARD"

Name _____

Address _____

I hereby request and authorize the Malden School Committee to deduct from my earnings and transmit to the Malden Education Association dollars starting with the second paycheck in November and continuing with the second paycheck for each succeeding month through April. I understand that the Committee will discontinue such deductions if I notify the Committee in writing to do so not less than sixty (60) days before such desired discontinuance. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all its offices from any liability therefore.

Dated _____

Administrator's Signature _____

23.01.02 Continuing members shall not fill out a dues card but shall have their deductions continued nom year to year in accordance with Chapter 180, Section 17C which says:

Section 17C of Chapter 180 of the General Laws: deductions on payroll schedules may be made from the salaries of a school administrator for the current dues of teacher associations, local, state or national, as authorized by such administrator in writing to the city, town, or district school committee by which he/she is employed. Any such authorization may be withdrawn by such administrator by giving at least sixty days notice in writing of such withdrawal to said School Committee. The specific amount of current dues to each of said Associations shall be certified to the School Committee by the local Association treasurer on or before September 15 of the school year.

23.02 The Association will certify to the Committee, in writing, the rate and changes in the membership dues.

23.03 Deductions referred to in 23.01 will be made in a matter agreeable to the parties.

23.04 No later than December 10 of each year the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for the Association. The Committee will notify the Association monthly of any changes in said list. Deductions shall continue to be made and authorizations, therefore, shall remain in effect until (a) the termination of the Agreement between the Committee and the Association providing for such deductions; (b) written revocation of the authorization; (c) transfer of an administrator out of the bargaining unit; or (d) knowledge by the Committee that the administrator is no longer a member of the Association.

ARTICLE 24: AGENCY FEE

24.01 The Committee will require as a condition of employment that each member of the bargaining unit pay an agency service fee. The fee shall be set pursuant to law and to the regulations of the State Labor Relations Commission. The fee shall be due no later than forty-five (45) calendar days following the first day of the work year or forty-five (45) calendar days following the first day worked in the bargaining unit. If, after the 45th calendar day that the fee was due, the fee has not been paid to the Association or the fee has not been placed in escrow pending a challenge of the fee before an appropriate tribunal, the Association shall so notify the Superintendent. The Superintendent shall notify the unit member that, unless the fee is paid within forty-five (45) calendar days, the Committee will suspend the teacher without pay and seniority until the fee is paid for up to a maximum often (10) work days suspension.

ARTICLE 25: DURATION

25.01 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be contrary to current or hereafter enacted laws or regulations, then such provision or application shall be invalid, except to the extent permitted by law, but all other provisions of applications will continue in full force and effect.

25.02 This Agreement shall continue in full force and effect until August 31, 2005, unless sooner terminated or extended by agreement of the parties hereto, or unless sooner terminated by operation of laws or decree or judgment or any governmental authority having jurisdiction thereof. IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of _____, 2005.

Malden School Committee
Education Association

Malden

APPENDIX A: ADMINISTRATORS' SALARIES

Titles	Work Day	2005-2006		2006-2007		2007-2008	
		1st	91st	1st	91st	1st	91st
Assistant Principals (K-8)	206	\$86,279	\$88,005	\$88,885	\$90,663	\$92,476	\$94,325
House Principals (9-12)	206	\$86,279	\$88,005	\$88,885	\$90,663	\$92,476	\$94,325
Directors							
Athletics & Physical Education	220	\$89,458	\$91,247	\$92,160	\$94,003	\$95,883	\$97,801
Career Planning, Business, and Entrepreneurship	220	\$89,458	\$91,247	\$92,160	\$94,003	\$95,883	\$97,801
Early Learning Center	220	\$89,458	\$91,247	\$92,160	\$94,003	\$95,883	\$97,801
Parent Information Center & English Learner Education	220	\$89,458	\$91,247	\$92,160	\$94,003	\$95,883	\$97,801
Foreign Languages, International Relations, & World Cultures	220	\$89,458	\$91,247	\$92,160	\$94,003	\$95,883	\$97,801
Guidance	220	\$89,458	\$91,247	\$92,160	\$94,003	\$95,883	\$97,801
Humanities	220	\$89,458	\$91,247	\$92,160	\$94,003	\$95,883	\$97,801
Mathematics & Data Analysis	220	\$89,458	\$91,247	\$92,160	\$94,003	\$95,883	\$97,801
Reading & Title 1	220	\$89,458	\$91,247	\$92,160	\$94,003	\$95,883	\$97,801
Science & Health	220	\$89,458	\$91,247	\$92,160	\$94,003	\$95,883	\$97,801
Technology & Information Services	220	\$99,966	\$101,965	\$102,985	\$105,045	\$107,146	\$109,289
Program Managers	194	\$76,302	\$77,828	\$78,606	\$80,179	\$81,782	\$83,418
	204	\$80,235	\$81,840	\$82,658	\$84,312	\$85,998	\$87,718

APPENDIX B: SERVICE INCREMENTS

Bargaining unit members who have served in the Malden Public School System shall be eligible for salary increments after years of service in accord with the following criteria and stipends:

1. The 10th, 15th, 20th, 25th and 30th year must be completed before the respective increments are granted.
2. A unit member must work 91 days to receive credit for a year of longevity. Time spent on paid leaves of absence counts toward the 91 days. Time spent on unpaid leaves of absence does not count except as explained in 3.
3. A unit member shall receive service credit for up to one year only for time spent on unpaid leave(s) of absence(s).
4. Increments shall be granted only at the beginning of a school year.

Longevity Schedules: 2005-2008

	04-05	05-06	06-07	07-08
		2%	3%	4%
10th	1,043	1,064	1,096	1,140
15th	1,623	1,655	1,705	1,773
20th	2,660	2,713	2,795	2,906
25th	3,245	3,310	3,409	3,546
30th	4,404	4,492	4,627	4,812

APPENDIX C: EARLY RETIREMENT INCENTIVE PLAN

Administrators will be entitled to participate in the Early Retirement Incentive Plan under the provisions of the Unit A contract.

APPENDIX D: MALDEN HEALTH AND WELFARE AGREEMENT

Administrators will be entitled to participate in the Malden Health and Welfare Agreement under the provisions of the Unit A contract.

APPENDIX E: MALDEN HEALTH INSURANCE

The contribution rate for health insurance will be as follows:

<u>2005-2006:</u>	The
employer will contribute 87%, the employee 13%;	
<u>2006-2007:</u>	The
employer will contribute 85.5%, the employee 14.5%; and	
<u>2007-2008:</u>	The

employer will contribute 84%, the employee 16%.