

AGREEMENT
BETWEEN
THE MALDEN SCHOOL COMMITTEE
AND
THE MALDEN EDUCATION ASSOCIATION
SEPTEMBER 1, 2011 TO AUGUST 31, 2013

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PREAMBLE

Although this Agreement deals with the wages, hours and conditions of work of teachers in the City of Malden, its true objectives transcend these limited spheres. The School Committee seeks a happy, spirited and stimulating group of teachers, who, by example and precept, will inculcate in our children the highest standards of academic excellence and constructive citizenship. The teachers 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. The Committee recognizes the Association for purposes of Collective Bargaining as the exclusive representative of a unit consisting of all professional and teaching administrative employees of the Malden Public Schools, including technology employees but excluding the Superintendent, Assistant Superintendent(s), Business Manager, Administrative People, Personnel Services, Principals, Assistant Principals and Directors.

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 teachers' 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 teachers 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.
- 2.03 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 teacher.

- 2.04 Should the Education Reform Bill or the resulting Department of Education regulations require adjustments in the Agreement, either the School Committee or the Association may initiate bargaining by giving written notice to the other side.

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 as 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 teacher, 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 teachers, 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. Claimant may initiate this procedure by discussing it with his/her principal or immediate supervisor, either directly or through the Association's representative at the teacher'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 principal or immediate supervisor below the Superintendent.

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 principal/immediate 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 will, upon notice to his principal or immediate superior and 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 teacher 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 teachers 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 H, which are attached hereto and made a part thereof.

4.02 Effective September, 1985, each person on the teachers' salary schedule will be paid 1/42 of his or her annual salary on the first Friday after the commencement of the school year and 1/42 on each Friday thereafter for 42 consecutive pay periods.

4.03 When a payday falls on a holiday or during a vacation week, teachers will be paid on the last working day before said holiday or vacation. This provision will not apply to substitutes, educational support personnel, or home instruction teachers. Should the provisions of this section not be met, the Committee's obligation shall be considered to be the following: Notification to the City of Malden of the upcoming pay date, and a timely submission of the payroll to the City of Malden to allow the processing of such payroll.

4.04 All new teachers must have a Bachelor's Degree from an accredited college or university and an appropriate Massachusetts teacher's certificate granted by the Massachusetts Department of Education.

4.05 Graduate degrees and credits will not be recognized unless granted by an accredited college or university.

- 4.06 Accredited colleges and universities are those approved by the New England Association of Colleges and Secondary Schools or by corresponding accrediting associations in other States.
- 4.07 Placement at an advanced step on the salary schedule is at the discretion of the Superintendent. Notification of such placement will be given to the Association.
- 4.08 Teachers of Occupational Education who have earned 15 credits beyond Vocational certification shall be placed on the B15 column of the Basic Salary Schedule in Appendix C.
- 4.09 Step rate increments based on experience become effective in September and are granted by the Superintendent of Schools. All increments depend upon satisfactory service and may be withheld by the Superintendent of Schools.
- 4.10 A teacher entering the service of the Malden Public Schools after the beginning of the school year is eligible for his or her increment on the anniversary day of commencement of teaching after his or her appointment. The second increment becomes effective on the next September 1, provided the date of commencement was prior to February 1.
- 4.11 Differentials allowed for advanced study become effective on September 1 and February 1 upon presentation of necessary evidence.
- 4.11.01 Effective September 1, 2003, teachers who expect to move on the salary schedule as a result of increased educational credits shall notify the Superintendent by November 1 of the preceding year in which the salary increase is to take effect.
- 4.12 A Masters degree that requires thirty (30) hours over beyond that of regular Master's degree requirements will pay at the current rate of Master's + 30 plus appropriate recognition for additional credit hours.
- 4.13 Whereas sixty (60) units are required for a Master of Science in Social Service Degree or a Master in Social Work degree and only 30-34 units are required for a Master of Arts or a Master of Education Degree, the salary level should be either on the Master's +30 unit level or higher if the individual has the M.S.S.S. degree or the M.S.W. degree plus appropriate recognition for additional credit hours.
- 4.14 Should a teacher's paycheck be placed in the teacher's mailbox or delivered to the teacher's classroom, it will be placed in an envelope.
- 4.15 Teachers who receive National Board Certification will receive \$1,000.00 per year for five years. This additional stipend shall be payable per year and not added to the base salary.
- 4.16 Those department heads whose positions were eliminated as part of a system wide reorganization in 2001 and were not employed as directors shall have their salaries red-lined. Each department head will receive his/her stipend for the year 2001-2002 until such time as the teachers' salary schedule for the individual equals or exceed the stipend. At that time the former department heads shall be placed on the teachers' salary schedule.

ARTICLE 5: TEACHING HOURS AND TEACHING LOAD

- 5.01 The starting and dismissal times for students will be as follows, except in cases of emergency.

ELEMENTARY SCHOOLS:

Pre School & Kindergarten (one session AM or PM)	8:15 a.m. - 11:00 a.m. 11:45 a.m. - 2:15 p.m.
Full day Kindergarten & Grades 1 - 6	8:15 a.m. - 2:15 p.m.
GRADES 7 & 8	8:00 a.m. - 2:20 p.m.
HIGH SCHOOL	7:45 a.m. - 2:15 p.m.

The workday for teachers will be as follows:

ELEMENTARY SCHOOLS:

Pre-School and Kindergarten	8:10 a.m. - 2:45 p.m.
Grades 1-6	8:10 a.m. - 2:45 p.m.
GRADES 7 & 8	7:45 a.m. - 2:45 p.m.
HIGH SCHOOL	7:30 a.m. - 2:45 p.m.

- 5.02 All teachers shall be permitted to leave on Fridays or the day preceding a school holiday at dismissal times. All teachers in the middle and senior high schools shall remain one day each week for one hour after dismissal time for the purpose of providing extra instruction for students who need or seek it. The starting and dismissal times are subject to modification by the Committee, provided however, that no such modification will increase the length of the teacher workday, except as the same may be increased by Statute or by rate or regulation of the State Department of Education.

- 5.03 Teachers attending professional development training courses will receive two credits for pay purposes.

5.03.01 Effective January, 2003 one day each month will be early release for students. Teachers shall be required to attend meetings to discuss curriculum and other building issues as determined by the building principal. The early release day for the month of June will be the last day that students are in attendance.

- 5.04 Personnel other than classroom teachers will work at their assigned tasks for at least the length of the regular teachers' work day. It is recognized, however, that the proper performance of their duties requires these persons to work longer than the normal working day. The exact schedule will be worked out on an individual basis.

- 5.05 The work year of teachers (other than administrators and new personnel) shall begin no earlier than the Monday before Labor Day, however there will be no school Friday before Labor Day and the work year shall terminate no later than June 30th. The work year shall include 180 days of pupil instruction and four additional days, three of which shall be professional days. The fourth day shall be the day before the start of the student year. Effective for the 2000-2001 school year, there shall be 2 professional development days. Effective for the 2001-2002 work year, there shall be three professional development days. For the 2000-2001 school year, the additional day shall be scheduled at the end of the school year. Thereafter, the scheduling of the days shall be determined by the Superintendent and the Professional Development Committee.

5.05.01 Effective in the year 2000-2001, the Wednesday preceding Thanksgiving shall be a half-day. Students will be released no later than 11:30.

5.05.02 Effective January 2003, one day each month will be early release day for students. Teachers will be required to attend meetings to discuss curriculum and other building issues as determined by the building principal. The early release day for the month of June will be the last day that students are in attendance.

5.05.03 Effective September 1, 2003, Step 0 will be deleted from the salary schedule. New teachers will be required to work two additional days beyond the requirements of Article 5.05. Any new teacher hired on or after September 1 will be required to work the two additional days in the following school year.

5.06 The programs for professional development will be determined by the Professional Development Committee (PDC). The PDC shall be comprised of four representatives chosen by the Committee and four members chosen by the Association. The PDC shall be co-chaired by one person chosen by the Superintendent and one person chosen by the Association. The PDC shall approve all programs for in-service credit, and shall approve the programs for professional development days. It will determine the credit given for in-service courses and professional development days; it will approve the selection criteria for participation and verify that the programs meet the stated goals and that the person taking the course or program fulfilled the requirements to receive credits. It will determine and approve the hours, credits and the instructors. The PDC will, consistent with budget parameters set down by the Superintendent, determine the stipend a course or program provider receives, or, in the alternative, the in-service credit the provider shall receive for presenting the course or program. The PDC will be responsible to see that all offerings are posted stating the requirements of the offering, the time of the offering, the credits received, and a description of the offering. All postings will be sent out at least two weeks before the commencement of the offering.

5.07 Teachers may be required to remain after dismissal time (other than on Fridays or the day preceding a scheduled holiday or vacation period) without additional compensation for not more than one (1) hour to attend the following staff meetings:

5.07.01 An average of one day a month for building meetings called by the school principal. In addition to the one hour meeting time, the principals may schedule an additional hour per year in increments of 15 minutes or 30 minutes. Effective September 2001, the time will be increased to 2 hours in increments of 15 minutes and 30 minutes.

5.07.02 An average of one day a month for curriculum meetings, inservice training programs and workshops or other meetings authorized by the Superintendent of Schools, except in the event of institution or new programs, in which event more frequent attendance at meetings may be required for a limited period of time.

5.08 Teachers shall be required to attend three (3) evening meetings per year: one for a fall open house, the second after the first marking period, and the third after the second marking period.

5.08.01 Effective September 1, 2003 parental conferences for kindergarten and pre-school will be scheduled after progress reports are distributed to parents.

- 5.09 When scheduling permits, all teachers in the middle and senior high schools will have at least one preparation period per day during which they will not be assigned to any other duties in addition to their lunch period. At no time hereafter shall the Committee be required to hire any additional personnel to comply with the requirements of this paragraph.
- 5.09.01 Elementary teachers, including exploratory teachers, will have one prep period each day for a total of five (5) prep periods per week.
- 5.09.02 The Parties will establish a committee to study the feasibility and costs for all teachers in grades 5-8 to have the same work day with the same preparation time and common planning time. The committee will also study and report on the feasibility and costs of teachers pre-school through grade 4 to have a minimum of forty-five (45) minutes preparation time per day. The study committee shall report no later than December 31, 2002.
- 5.10 There will be a fifteen minute recess period each morning in the elementary schools. Each elementary school teacher will be off duty for such recess period every other day or the equivalent thereof, provided the recess is outdoors. If the recess is indoors, the principal will attempt to schedule equivalent time.
- 5.11 Teachers will have a duty-free lunch period of thirty (30) minutes every day. Lunch periods can be scheduled between 10:45 A.M. and 1:15 P.M. No elementary teacher will be required to supervise the lunch period of children at any time.
- 5.11.01 Nurses will have a duty free lunch period of 30 minutes every day. Lunch may be interrupted only by medical emergencies identified by the administration or the nurse. Lunch time will be determined by the school principal, school nurse and the nursing supervisor dependent on the health care needs of the school.
- 5.12 Academic subject area middle and senior high school teachers will not be assigned more than five teaching periods per day. However, if the principal in consultation with the department heads has exhausted all scheduling possibilities and is unable to accomplish the above schedule, he/she may, on an emergency basis, schedule a teacher for not more than 25 instructional periods per week. Department heads shall not be required to teach more than three periods per day. No teacher in the middle school or senior high school will be required to teach the same academic class of students two periods in one day except where scheduling problems exist. This clause shall not apply to lab or similar situations.
- 5.13 It is the policy of the School Committee that secondary school teachers will not be required to teach more than two subjects, nor have more than a total of three teaching preparations within said subjects at any time.
- 5.14 Teachers in the middle and senior high schools who are requested to take additional teaching assignments will be compensated for that assignment on a pro-rata basis per class period.

5.14.01 When an elementary school teacher is absent and no substitute teacher is available and a teacher is required to teach a double class, he/she will be compensated on a pro-rata basis for an extra day. This paragraph shall not apply to teachers involved in team teaching, open classroom teaching or other innovative programs implemented hereafter.

5.14.02 A duplicate form jointly agreed upon by the Malden Education Association and the Malden School Committee will be filled out in the principal's office and signed by the principal, under normal circumstances prior to the teacher receiving the class, but in any event by the close of the school day.

5.14.03 Teachers who are caused to lose preparation time, lunch time, duty-free time, or work beyond the regular workday to attend or participate in meetings connected with the implementation of Chapter 766 shall be compensated for that time on a pro-rata basis.

5.14.04 Guidance Counselors – If any guidance counselor is required to work any days before the start of the regular school year, or days after the regular school year ends, they will be able to take off an additional day(s) or fraction thereof. These days off will be agreed upon by the principal and the guidance counselor.

5.15 Teacher participation in extracurricular activities will be voluntary. Teachers will be compensated for certain activities in accordance with the provisions of Appendix "E" of this Agreement.

5.16 Before establishing the school calendar, the School Committee will consult with the Association. Once the calendar has been established, the Committee will not effect any changes without first consulting with the Association.

5.17 Whenever practicable, homeroom and/or non-teaching responsibilities and assignments will be made on a rotating basis.

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

5.18.01 During the first three marking periods, teachers' grades will be due no earlier than three working days after the closing of grades or receipt of computer cards/report cards, whichever is later. This means that grades are due no earlier than the start of the fourth workday.

5.19 Members of the bargaining unit shall be allowed to leave the building during duty-free time subject to the following conditions:

5.19.01 The unit member signs out and signs in at the main office or at a location designated by the principal.

5.19.02 The principal shall have the right to restrict the number of people out of the building at any time. This restriction shall be to ensure safety in the building and to maintain a sufficient complement of staff to handle emergency situations.

5.19.03 A unit member who has abused this right, or has failed to meet the sign-in and sign-out condition, or fails to report back to work timely may have the right revoked for the remainder of the school year.

5.19.04 Should problems arise in this section, upon written request by the Superintendent the Association agrees to reopen this clause for negotiations with the Superintendent of Schools.

5.20 The School Committee agrees to work toward having all school buildings open and accessible after the close of the school day.

ARTICLE 6: CLASS SIZE

6.01 Both parties to this Agreement will work to the end of reducing class sizes to sound educational levels approximating those recommended by the Willis-Harrington Report.

ARTICLE 7: SPECIALISTS AND SPECIAL PROGRAMS

7.01 The Committee and the Association recognize that an adequate number of competent specialists is essential to the operation of an effective educational program.

7.02 In the institution of such new programs, the Committee will call upon competent sources of information and experience in making its determinations, including graduate schools of education, interested citizens of the city, the heads of departments and the Association for consultation and advice.

7.03 The Association recognizes that the ultimate decision in the matter of educational policy is that of the Committee and agrees that it will in good faith cooperate with and render advice to the Committee.

ARTICLE 8: NON-TEACHING DUTIES

8.01 The Committee and the Association agree that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. The parties recognize, however, that a certain amount of administrative and clerical work must be accomplished and performed by all professional personnel, including teachers. It is the policy of the Committee to keep such administrative and clerical functions to a minimum so that the teaching time will not be infringed upon. Therefore, the Committee agrees, to the extent possible, that administrative arrangements will be instituted to limit non-teaching duties.

8.02 Teachers will not be required to keep the State daily attendance register as long as the Committee has the use of the City of Malden's computer to keep such register.

ARTICLE 9: TEACHER EMPLOYMENT

9.01 Full credit will be given for previous teaching experience upon initial employment,

9.02 Teachers with previous teaching experience in Malden will, upon returning, receive full credit on the salary schedule for all teaching experience, Action Corps, and any other educational program approved by the Committee.

9.03 Teachers who have not been engaged in teaching on a full-time basis will, upon returning, be restored to the next step on the salary schedule above that at which they left, provided the teacher has completed five months on the previous salary step.

9.04 Previously accumulated unused leave days will be restored to all returning teachers.

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

ARTICLE 10: TEACHER ASSIGNMENT

- 10.01 Teachers with one year or more experience in the Malden School System will be notified in writing of change in their program for the coming school year, including change in the schools to which they will be assigned and the grades and/or subjects that they will teach, as soon as practicable, and under normal circumstances not later than June 15.
- 10.02 In order to assure that pupils are taught by teachers within working areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- 10.03 Good educational practice requires that teachers be assigned to teaching grades or subjects of their preference if they have competence in these areas. To the extent possible, such preferences will be honored.
- 10.04 In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.

10.05 REDUCTIONS IN FORCE

10.05.01 Should the Committee decide to reduce the number of positions in the bargaining unit for any reason, such reduction shall be consistent with the General Laws of the Commonwealth, the Regulations of the Department of Education, and this Agreement. There shall be excluded from the operation of this subparagraph substitutes, persons filling temporary vacancies, or persons replacing anyone on leave. There will be a district goal of no (0) layoffs, but if there are any there will be no more than ten (10) district wide for school year 2011-2012.

10.05.02 The order of layoff shall be as follows:

10.05.02.01 DEFINITIONS:

Seniority Length of continuous employment in the bargaining unit measured from the first day for which compensation was received, including time spent on paid and unpaid leaves of absence. Beginning September 1, 1983, a bargaining unit member can accrue up to one year only of seniority for time spent on an 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.

Qualified Certified or possessing all requirements for certification by the Massachusetts Department of Education.

Subject Area in Elementary Education - Shall be defined as having been assigned for at least one semester to elementary education.

Subject Area in Secondary Education - Shall be defined as having been assigned for at least one semester in a qualified area.

10.05.02.02 In the event that two teachers have the same first day employment, then the teacher who has reached the highest position in the "Basic Salary Schedule" which appears in the Appendix shall have seniority.

10.05.03 Procedure of layoffs.

10.05.03.01 No teacher with professional teacher status shall be laid off if there is a teacher without professional teacher status holding a position which the teacher with professional teacher status is qualified to fill.

10.05.03.02 No teacher with professional teacher status shall be laid off if there is another teacher with professional teacher status with less seniority holding a position which he/she is qualified to fill.

10.05.03.03 No teacher without professional teacher status shall be laid off if there is another teacher without professional teacher status with less seniority holding a position which he/she is qualified to fill, provided such teacher without professional status has taught in Malden in the subject area within the last three years.

10.05.04 All layoffs will be effective immediately after the last workday of the school year. Teachers to be laid off shall be notified within 7 days after the action of the School Committee reducing the positions in the unit. In any event, all teachers to be laid off shall be notified not later than May 15.

10.05.05 Rights of teachers on layoff

10.05.05.01 The recall period for any teacher laid off shall be three years from the effective date of the layoff. This provision shall not apply to teachers with less than three years in the Malden School System.

Recall rights shall be extended to four years for unit members laid off effective for 1990-1991 and 1991-1992.

10.05.05.02 Teachers shall be recalled in the reverse order of the effective date of the layoff to fill only those vacancies from which a teacher is qualified at the time of recall.

10.05.05.03 During the layoff period a teacher will be considered to be on a leave of absence without pay.

10.05.05.04 Teachers laid off shall have preference for all substitute assignments.

10.05.05.05 Should more than one position exist for which a teacher or teachers on layoff be qualified to fill, the senior qualified teacher will have first choice of position.

10.05.05.06 The first time a teacher recalled under this provision refuses the vacancy, that teacher shall be placed at the bottom of the recall list. The second time a teacher refuses a vacancy, the teacher shall be removed from the recall list.

ARTICLE 11: TRANSFERS

- 11.01 A transfer shall be defined as a change from school to school and/or a change from department to department. Teachers of art, music, special needs, reading, bilingual classes, physical education and Chapter 1 shall not be considered as elementary classroom teachers for the purposes of this Article. A voluntary transfer shall be a transfer initiated by or agreed to by the unit member being transferred. An involuntary transfer shall be a transfer not agreed to or not initiated by the unit member being transferred.
- 11.02 Teachers wishing a voluntary transfer into an available vacancy will submit a written request to the Superintendent no later than the May 1 preceding the school year in which the transfer is desired. Such request shall be valid through August 15 preceding the school year and shall be applicable to positions that are vacant as of August 15 or to positions that the Superintendent is informed by telephone, letter or in person will become vacant at the start of the school year.
- All requests will be acknowledged in writing within a reasonable time. In denying any such request, the good of the system shall be the first consideration and the teacher's convenience and wishes shall be the next consideration. No such request for transfer shall be denied for arbitrary, capricious, or punitive reasons. A written denial of a transfer request will be given by the Superintendent to the teacher.
- 11.03 In making transfers, the qualifications, wishes, length of service of the teachers, and an estimate of the best interests of the Malden School System will be the criteria used.
- 11.04 Upon the request of any teacher to transfer from one school to another within the school system, the principals of both buildings, the Directors, and heads of the department will be consulted prior to transfer.
- 11.05 When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Malden School System will, among other things, be considered in determining which teacher is to be transferred.
- 11.06 An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his designee) at which time the teacher will be notified of the reasons for the transfer. The teacher may request a member of the Associations professional Rights and Responsibilities Committee to be present at the meeting. Such transfers shall be made only for the good of the system and shall not be made for arbitrary, capricious, or punitive reasons.
- 11.07 In the case where an involuntary transfer is made, the vacant position will be posted so that present employees may be applicants for the position.
- 11.08 A list of open positions in the schools will be given at the time of notice of involuntary transfer to any teacher being involuntarily transferred. All other factors being equal, preference will be given in filling such positions on the basis of length of service in the Malden School System.
- 11.09 Notice of involuntary transfer will be given to teachers as soon as practicable.

ARTICLE 12: VACANCIES AND PROMOTIONS

- 12.01 A vacancy shall be defined as any position in the bargaining unit which is open and which no member in the unit on leave has a contractual right to fill. Vacancies occur due to resignation, retirement, or other termination of a unit member, or when a new position is created.
- 12.01.01 A promotional vacancy shall be defined as an unfilled position listed as having an administrative ratio. A unit member moving from one administrative ratio position to another with the same title and ratio shall be considered as a transfer.
- 12.01.02 A temporary vacancy shall be defined as a position to which a unit member on leave has a claim pursuant to Article 21. These positions shall be posted as temporary vacancies and must be reposted and filled should they become a vacancy defined in 12.01.
- 12.02 Whenever any vacancy in an administrative, supervisory, or extracurricular level position occurs during the school year (September to June), it will be publicized by mailing thirty (30) copies of the notice to the President of the Association. During the months of July and August, the Superintendent shall send postings of vacancies and promotions within the system to those teachers who request them. Such requests for notification shall be made in writing to the Superintendent prior to June 30.
- 12.03 All other professional positions, not included in Article 12.02, will be posted for informational purposes.
- 12.04 The qualifications for the position, its duties, and the rate of compensation will be clearly set forth. No person shall be hired for such position unless he meets the posted qualifications. No vacancy will be filled, except on a temporary basis, until after the period of time posted for the filing of applications. The closing date for applications shall be no sooner than 14 days from the initial date of posting.
- 12.05 Qualifications for all positions for which there is a supplementary salary will be filed with the Association on the opening day of school each year.
- 12.06 All qualified teachers will be given adequate opportunity to make application for vacancies and promotions, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, preference will be given to qualified teachers already employed by the committee, all other qualifications being equal. Appointments will be made not later than sixty (60) days after the notice in the schools whenever practicable.
- 12.07 In so far as it does not violate any other provision of the Agreement, appointments to any position shall be made solely on the basis of qualifications and merit, except that, all other things being equal, preference will be given to qualified teachers already employed by the Malden Public Schools.
- 12.08 No teacher shall be allowed to bid for a position under this article unless the teacher is certified by D.O.E. to teach in that area. In filling non-promotional vacancies, preference applied for by seniority in filling those vacancies shall be as follows:

12.08.01 First preference will go to employed teachers immediately displaced due to position elimination, school closing, or reorganization of departments.

12.08.02 Second preference will go to employed teachers who have been involuntarily transferred in the past three school years who have applied for a transfer pursuant to 11.02 of this Agreement.

12.08.03 Third preference will go to those teachers who have applied for a transfer pursuant to 11.02 of this Agreement, or who are returning from an extended leave pursuant to Article 21 or any other long-term unpaid leave. Teachers are eligible only if they are in Tier 1 of the evaluation cycle and if they are certified by D.O.E. for the position.

12.08.04 Fourth preference will go to those teachers on the recall list.

12.08.05 Fifth preference will go to those teachers who apply for a posted vacancy in accordance with 12.04, 12.06, and 12.07.

12.08.06 To facilitate the filling of available vacancies under this article, an annual pool shall be held. The pool shall occur no earlier than the last five work days of the year and no later than one week prior to the start of the next work year. Any unit member, or designee of the member, who has rights under this article may be present and bid for available vacancies. A designee must present written authorization from the unit member to participate. The date of the pool shall be posted at least two weeks prior to the pool and in any event no later than the last day of school.

A unit member may have a layoff notice rescinded up to two weeks prior to the pool or the end of the school year, whichever is earlier.

Notwithstanding any contrary interpretation in other sections of this agreement, the following shall hold:

No unit member shall have a layoff rescinded if there is a senior unit member who has received a layoff notice who is qualified for the position. This does not apply to unit members laid off and already on the recall list.

A unit member shall be deemed qualified only if that member has written verification of completing all work needed for certification on file with the Superintendent at the time the pool is held.

The Superintendent may determine two areas of “critical need” each school year. Vacancies in these areas must be determined by May 1 for fall openings. The vacancies shall be posted for one week and a pool consistent with the provisions of the Article shall be held at the end of the week. If there are no internal applicants or no qualified internal applicants, the vacancy can be filled at the end of the week.

No unit member who is on an improvement plan (Tier Two) or who has not attained professional teacher status may participate in the pool.

Positions that are filled on or before October 15th will be considered as permanent appointments provided that unit members have had an opportunity to apply for the position subject to Article 12.06. These positions will not be included in the pool the following June.

Unit members who elect a position in the pool are encouraged to meet with the principal to discuss the new assignment.

12.08.07 Nothing contained herein shall limit the right of a principal to reassign teachers within the principal's jurisdiction pursuant to Article 10.

12.08.08 A teacher who has been displaced, recalled, involuntarily transferred or reassigned shall receive a final assignment by June 15 for the following school year. No teacher will be transferred after June 15 unless the teacher has filed for a transfer pursuant to 11.02. Should a position be created or reinstated after June 15, unit members shall apply pursuant to other provisions of this Article.

12.09 Should a non-administrative ratio or extra-curricular position become vacant after the first workday of the school year, the position will be posted and filled in accordance with this Article. The bargaining unit member entitled or chosen to fill the position shall not be placed in the position until the first workday of the next school year.

If no qualified applicant is found to fill the position on a temporary basis within fourteen days after the position is posted and advertised, then the bargaining unit member entitled to the position shall be placed in the position during the school year. Should a grievance be filed on the availability of a qualified applicant, the unit member shall not be placed in the job until the grievance has been heard at the Superintendent's level.

12.10 The Association agrees not to grieve nor to support a grievance alleging that the Committee has failed to fill a vacancy in a bargaining unit position for the duration of the contract. The Committee may at its discretion choose to fill a vacancy or allow the vacancy to remain unfilled for the duration of the Agreement.

ARTICLE 13: POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND POSITIONS PRINCIPALLY FINANCED BY FEDERAL FUNDS

13.01 The summer school program is under the general supervision of the School Committee. Qualified Malden teachers will be offered positions, but the parties agree that no special priority for such employment shall be due Malden teachers, except as hereinafter set forth.

13.02 All openings for summer school and evening school positions and for positions principally financed by federal programs will be adequately publicized by the Superintendent in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible. Under normal circumstances, summer school and evening school openings will be publicized not later than the preceding April 1 and June 1, respectively, and teachers will be notified of the action taken not later than June 15 and September 1, respectively.

- 13.03 In filling such positions, consideration will be given to a teacher's major and/or minor field of study, quality of teaching performance, attendance record; and, in regard to summer school or evening school positions, previous summer school or evening school teaching experience.

ARTICLE 14: TEACHER EVALUATIONS

- 14.01 The purpose and philosophy of teacher evaluation 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 teacher. The goal of the evaluation process is to improve instruction by providing reinforcement and acknowledgment of teacher's strengths and by providing assistance in helping teachers to improve in those areas specifically identified and substantiated as areas in which improvement is desired. Evaluations will also provide a record of facts and assessments for personnel decisions.

- 14.02 Definitions:

Certification: Massachusetts teachers' certification as issued pursuant to Massachusetts General Laws, Chapter 71, Section 38G, and the regulations pertaining thereto as promulgated by the Department of Education or those approved under Chapter 71, Section 4.06, regulations governing vocational education.

Teacher: Any member of the bargaining unit.

Classroom Teacher: Any member of the unit whose position is not listed in Appendix D.

Administrator: Any person whose position is listed in Appendix U.

Evaluator: Superintendent, Assistant Superintendent, Principal, Assistant Principal, Department Head, and Director.

Evaluation Period: October 1 – April 15.

Evaluation Report: A written report prepared and signed by the evaluator on the Teacher Evaluation Form. The unit member shall sign the report indicating that the member has seen the report.

Observation: A site visitation by the evaluator specifically for the purpose of gathering data to be used in preparing an observation report. There will be a pre-observation meeting between the evaluator and the unit member at least one work day before the observation, but no more than five (5) work days before the observation. At the pre-observation meeting the unit member and the evaluator will schedule the observation.

Observation Report: A written assessment provided to the teacher by the evaluator following an observation which shall be used in preparing the final evaluation report. Said assessment to be given to the teacher no later than five workdays following the observation. Observation reports, themselves, are not to be placed in the teacher's personnel file. Tier Two observation reports will be kept until the teacher is returned to Tier One or dismissed.

- 14.03 Evaluation Process and Procedures

14.03.01 All observation or monitoring of the performance of teachers will be conducted openly and with the full knowledge of the teacher.

14.03.02 The evaluation of teachers with professional teacher status shall be done in two tiers. Tier One is the level at which all teachers shall be initially placed.

14.03.02.01 All teachers with professional teacher status shall be evaluated once every two years. The evaluation shall be based upon a minimum of one classroom observation of 30 minutes to one period or class lesson. In no event shall the observation be less than thirty (30) minutes.

14.03.02.02 The maximum number of observations shall be three, no two of which shall occur within the same 15 consecutive workdays.

14.03.02.03 Within five workdays of each observation, the evaluator shall meet with the teacher to discuss the observation and to give the teacher a copy of the observation report.

14.03.02.04 Should the teacher and the evaluator have a serious disagreement regarding an evaluation recommending placement in Tier Two and should the teacher so choose, the Superintendent will have an additional evaluation conducted by a third party. The third party shall be chosen by the teacher from a list of three evaluators submitted by the Superintendent. This list shall not be limited to evaluators in the school system.

14.03.02.05 No later than April 15 the teacher being evaluated shall receive a written copy of his/her evaluation. No negative statements may appear in the evaluation that are not specifically documented in an observation report or documented in the teacher's personnel folder. All areas of needed improvement shall include the specific observation that led the evaluator to reach the conclusion. The written evaluation should be positive, diagnostic, and developmental rather than critical.

14.03.02.06 Only evaluation reports will be placed in the teacher's personnel file.

14.03.03 Should the Tier One evaluation indicate that a classroom teacher's performance is seriously deficient, the teacher will be placed in Tier Two for the following year and the Association shall be notified.

14.03.03.01 A teacher placed at this level shall be observed a minimum of three times in the work year. A teacher in Tier Two shall be furnished with an improvement plan designed to aid the teacher in achieving an acceptable performance level. The improvement plan will include an observation schedule, a time period, how the evaluator will assist the teacher in accomplishing the goal of the plan, the resources and courses available to the teacher (including peer assistance, courses, an opportunity to observe other classes or school districts and modifications in assignments). Should the improvement plan call for course work, the school system will pay the cost of registration, tuition, and books. All improvement plans must be approved by the Superintendent.

14.03.03.02 At the end of the improvement plan time period, the evaluator and the teacher shall meet and discuss the plan; what worked, what didn't and why. The teacher will then be placed back in Tier One for evaluation, continue in Tier Two, or have other actions taken including reprimand, suspension and dismissal. No teacher shall be reprimanded, suspended or dismissed for poor performance without being afforded the opportunity to participate in Tier Two.

14.03.04 Teachers without professional teacher status shall not be subject to Tier One/Tier Two evaluation. The evaluation of these teachers shall be done twice each year. Each evaluation shall be based on a minimum of two observations. All teachers without professional teacher status shall be evaluated once in the first ninety work days and the final evaluation shall be no later than March 15.

14.03.04.01 Observations shall be 30 minutes to one period or class lesson, no two of which shall occur within ten consecutive workdays.

14.03.04.02 Within five workdays of each observation the evaluator shall meet with the teacher to discuss the observation and to give the teacher a copy of the observation report.

14.04 All evaluations are subject to the just cause provisions of this Article.

14.04.01 Tier One evaluations are subject to arbitrable review regarding the validity of the facts in observations, the procedures followed by the evaluator, and the final conclusion reached.

14.04.02 Tier Two evaluations are reviewable regarding the validity of facts in observations, the procedures followed by the evaluator, the adequacy of the improvement plan, the good faith effort of the evaluator in assisting the teacher in accomplishing the plan, and the final recommendation.

14.04.03 Observation reports, themselves, are not grievable but are grievable as part of the final evaluation. Observation reports are timely grieved as part of the final evaluation.

14.05 The professional standards for evaluation and the evaluation forms are part of this Agreement.

14.06 Teachers will have the right, upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him/her during such review.

14.07 No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material.

The teacher 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 teacher 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.

- 14.08 Any complaints regarding a teacher made to any member of the administration by any parent student, or other person will be promptly called to the attention of the teacher.
- 14.09 The Association recognizes the authority and the responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performances. If a teacher with professional teacher status is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he/she will be entitled to have a representative of the Association present. "Discipline" or "reprimand" does not include a discussion with the teacher concerning his progress or procedures.
- 14.10 No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- 14.11 The Committee and the Association agree to reopen this Article to make changes due to a new evaluation, once the evaluation tool has been ratified by both sides.
- 14.12 A unit member shall not receive any negotiated raise during the time spent in Tier 2. Upon returning to Tier 1 placement, the unit member will be restored to placement on the salary schedule as though the unit member had not placed in Tier 2. The unit member shall not recover any wages lost due to Tier 2 placement.

ARTICLE 15: TEACHER FACILITIES

- 15.01 It is and will continue to be the policy of the Committee to provide for each school building whenever possible within the power of the Committee, the following facilities:
- 15.01.01 Space will be provided in each classroom in which all teachers may safely store and lock instructional materials, supplies and personal possessions. The Committee will only be required to use and repair present facilities and equipment to comply with the requirements of this paragraph.
- 15.01.02 Space will be provided for a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- 15.01.03 An appropriately furnished room, which will include a telephone (subject to the policy of NYNEX), to be reserved for the exclusive use of the teachers as a faculty lounge will be provided. This room will be in addition to the teacher work area.
- 15.01.04 A serviceable desk and chair for the teacher in each classroom will be provided.
- 15.01.05 A communications system so that teachers can communicate with the main building office from their classroom will be provided.
- 15.01.06 A well-lighted and clean male teachers' rest room and a well-lighted and clean female teachers' rest room will be provided whenever possible.
- 15.01.07 Off-street parking or parking sticker privilege for street parking of teachers' automobiles will be available. Stickers may be purchased by the teachers.
- 15.01.08 A room will be provided at the high school for an educational and vocational guidance research center if the public property committee will make the necessary structural changes.

- 15.02 The School Committee will consult with the Association prior to making a decision to add or eliminate any satellite schools or to institute a half-day program.

ARTICLE 16: ASSOCIATION RIGHTS AND PRIVILEGES

- 16.01 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.
- 16.02 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.
- 16.03 At the beginning of each school year, the Association shall be provided with a list of the new teachers in the system and a list of the distribution of teachers on the current salary schedule.
- 16.04 Every new teacher, upon being hired, shall be given a copy of the master contract.
- 16.05 The teachers serving as President and Vice-President of the Association will be allowed to leave his/her station at 2:00 P.M. or 2:15 P.M., depending upon his/her assignment, to perform necessary duties as President and Vice-President of the Association. At the secondary level, the President and Vice-President shall be available for office hours one day a week pursuant to 5.02.
- 16.05.01 The position of the Association President shall be a full time release position. The Association will reimburse the Malden Public Schools the cost of the replacement up to \$40,000 in each of the three years of this Agreement.
- 16.05.02 The teacher serving as Vice-President will be allowed to leave his/her station at 2:15 P.M. to perform necessary duties. If the Vice President is on the staff of the high school or grades 6-8, he/she will be assigned only an academic class schedule. He/She will not be assigned additional duties unrelated to his/her academic responsibilities. If the Vice-President is pre-school to grade 5, he/she will be assigned a schedule with the intent of matching the schedule as if the Vice President were at the high school or grades 6-8.
- 16.06 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 (3) people may participate in any one conference or convention.
- 16.07 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 members.
- 16.08 The Committee agrees that not more than three (3) 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.

- 16.09 There will be no restraint, coercion, discrimination or reprisals of any kind by any teacher, the administration, the Association or the School Committee against any teacher by reasons of his membership or non-membership in the Association or participation in its activities.
- 16.10 The Association will be provided with thirty (30) copies of minutes of official Committee meetings (except minutes of executive session meetings) that are distributed to Committee members at official meetings as soon as possible after such meetings. A copy of the official agenda of the meeting, and any attached documents, will be mailed to the Association prior to said meeting.
- 16.11 A list of all teachers and their assignments shall be given to the Association at the beginning of each school year as soon as it is prepared for publication.
- 16.12 Payroll deductions for VOTE.

ARTICLE 17: SICK LEAVE

- 17.01 Teachers 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 teachers, who will be entitled to fifteen (15) 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 a teacher'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 a teacher's household.
- 17.02 A bargaining unit member 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 bargaining unit member shall choose one of the three.
- 17.03 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.
- 17.04 If in the actual performance of teaching a battery occurs, a teacher 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.
- 17.05 If in the actual performance of duty an injury occurs, a teacher 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 teacher is entitled.

The additional days shall be granted subject to medical proof that the injury occurred in the actual performance of duty.

- 17.06 In instances where there is a loss of pay resulting from absence, the daily rate for the deduction will be 1/182nd* of the annual salary. *Effective 9/95
- 17.07 An annual statement will be provided each September stating the number of sick days accumulated.
- 17.08 Superintendent of Schools shall bring any suspected case of sick leave abuse before a committee comprised of 2 members of the administration and 2 members of the Union. If the committee is unable to agree on an appropriate remedy, the parties shall have the matter determined by submitting to an expedited arbitration process.

ARTICLE 18: SICK LEAVE BANK

- 18.01 There shall be a Sick Leave Bank available to all members of the bargaining unit. The "bank" and membership in it shall be established in the following way:
- 18.01.01 Each member of the bargaining unit will have one sick-leave day deducted from his yearly allotment to initially implement the bank.
- 18.01.02 All members of the bargaining unit will participate in and be eligible for the Sick Leave Bank.
- 18.01.03 Should the "bank" fall below 100 days, each member of the unit will be assessed to contribute a sick-leave day.
- 18.01.04 If a member has no sick leave days, he/she will automatically be assessed the day owed at the end of September of the following year.
- 18.01.05 Should a teacher leave the system owing a sick-bank day, he/she shall be liable for a substitute's daily pay.
- 18.01.06 When a teacher enters the system, he/she shall have one sick leave day deducted for the bank after thirty (30) days employment. This provision will not be applied to teachers entering after May 15.
- 18.02 THE SICK LEAVE BANK WILL BE ADMINISTERED AS FOLLOWS:
- 18.02.01 The Sick Leave Bank Committee shall be comprised of six members. The President of the Malden Education Association shall appoint three members. The Superintendent shall be a member and two members of the School Committee, appointed by the School Committee, shall be members.
- The Bank shall be administered in accordance with the guidelines of this Article. One of the Association representatives shall serve as chair of the Sick Leave Bank Committee.
- 18.02.02 Before being eligible to draw on the Sick Leave Bank, all sick leave, current and accumulated, must be exhausted with the following exception: a teacher who, through illness, anticipates he will exhaust all available leave may apply ten days prior to exhaustion of his/her sick leave.
- 18.02.03 Members of the bargaining unit who have extended illness and who have exhausted all of their sick leave may apply in writing to draw on the "bank."

18.02.04 The initial request from the bank shall not exceed ten (10) days. After the initial request has been exhausted, a member can file for up to 30 days. All further requests from the "bank" shall not exceed 30 days in any request. Authorization or refusal for "bank" days must be in writing and signed by the Chair of the Sick Leave Bank Committee, although only five votes shall be needed to refuse or grant a sick-bank request.

18.02.05 The Superintendent of Schools shall bring any suspected case of sick leave bank abuse before the Sick Leave Bank Committee. Should the Sick Leave Bank Committee, by majority vote of those present and voting, determine that an abuse pattern does exist, the matter will be remanded back to the Superintendent. Should the Superintendent take disciplinary action, such actions shall be subject to review as progressive discipline under the just cause provisions of Article 14.

18.02.06 All requests from the "bank" shall be accompanied by a doctor's statement certifying the illness and the anticipated time needed for recuperation sufficient to return to work. The Sick Leave Bank Committee may, if it feels the situation warrants it, request a second doctor's opinion.

18.02.07 Members of the unit may not draw from the Sick Leave Bank until they have exhausted their total accumulated sick leave, plus a three day period. Teachers will not collect from the bank for these days and are eligible to collect for the remaining days at a rate that is 80 percent of the teacher's daily pay rate (1/182* of the teacher's yearly salary) at the time the teacher last worked. *(Eff. 9/95)

18.02.08 The School Committee's cost in terms of workdays shall not exceed 300 workdays in any school year. This means that the Sick Leave Bank Committee may not award in excess of 375 sick leave bank days in any school year. The Association and, the Committee agrees that a pilot program for disability insurance, either through a city-wide policy or the Health and Welfare Fund, shall be researched by a committee of three persons chosen by the School Committee and three persons chosen by the Association. The parties will return to the table to negotiate, with the aid of this Committee, no later than August 31, 1990.

18.02.09 Decisions of the Sick Leave Bank Committee shall be made by a majority vote of those members present and voting. In the event of a tie vote, the issue will be resolved pursuant to the arbitration section of this Agreement.

18.02.10 The modifications in 18.02.01, 18.02.05, 18.02.08 and 18.02.09 expire as of the expiration date of this Agreement. Unless the Committee and the Association agree to continue them or modify them, Article 18 shall return to the language of the Agreement expiring August 31, 1987.*

*Note: A copy of the 1987 agreement is attached following the side letters.

ARTICLE 19: RETIREMENT

19.01 Upon notice to the Superintendent that a teacher will retire from service in the Malden Public Schools on a certain date, teachers will be compensated for their remaining months of teaching not to exceed ten (10) months at the rate of one hundred (\$100) dollars per month.

- 19.02 Upon retirement or layoff covered under Section 10.05 (Reductions in Force), a teacher shall receive \$10 per day for all unused sick leave. In the event of the death of a teacher, the teacher's estate will be awarded \$10 per day for each day of the unused sick leave that the teacher has accrued as of the date of his/ her death.

ARTICLE 20: TEMPORARY LEAVES OF ABSENCE

- 20.01 Teachers 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. Teachers 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.
- 20.02 Two days 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. If a unit member does not use these personal days in a school year the days will be credited to the unit member's sick leave account.
- 20.03 The Committee encourages visits by teachers to other school systems and attendance at educational meetings for purpose of study and examination of new and different teaching methods, curricula or plans. Accordingly, permission for such visitations will be given upon application to and approval by the Superintendent.
- 20.04 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 21: EXTENDED LEAVES OF ABSENCE

- 21.01 A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or any other educational program approved by the Committee or serves as an exchange teacher and is a full-time participant in such programs. Upon return from such leave, a teacher 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.
- 21.02 Any teacher with professional teacher status shall be eligible for two one-year leaves of absence, without pay, for any reason, except for the purpose of accepting a teaching position in another school system, during the unit member's career in the Malden School System. This exception shall not apply to exchange programs and overseas teaching. Leaves under this section shall be requested in writing, and the applicant shall notify the school system at least 60 calendar days before the leave commences. These leaves shall run from September to June.

Except in cases of medical reason for the leave, childrearing or unforeseen circumstances, applicants for leave under this section shall give at least 60 calendar days' notice before the leave commences. Teachers are encouraged to make the one year leave run from September through June, thus minimizing disruption in the classroom. These leaves shall not be covered in the limits stated in Article 21:02.

21.02.01 A bargaining unit member 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. A unit member may access their accrued sick time for up to eight (8) weeks.
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.

21.03 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. Teachers returning from leave shall be entitled to a position in the unit in accordance with the following provisions.

21.03.01 If a unit member returns from a leave of one year or less in duration, the member will be restored to the position left, if that position still exists.

21.03.01.01 If the position last held by the unit member is eliminated, the member will be treated as a member immediately displaced due to job elimination.

21.03.01.02 To be eligible for placement in accordance with 21.03.01, a member must serve at least one year's service between leaves of absence.

21.03.02 If a unit member returns from a leave at the commencement of the school year following the first anniversary of the commencement of leave, the member will be restored to the position left, if that position still exists.

21.03.02.01 If the position last held by the unit member is eliminated, the member will be treated as a member immediately displaced due to job elimination.

21.03.02.02 To be eligible for placement in accordance with 21.03.02, a member must serve at least one year's service between leaves of absence.

21.03.03 If a unit member returns from a leave at a time not covered in 21.03.01 or 21.03.02, the member will be assigned to a unit position which the member is qualified to hold. Every effort will be made to assign the member to a position substantially equivalent to the position held when the leave commenced.

21.04 All requests for extensions or renewals of leaves will be applied for and granted in writing.

- 21.05 Any time a teacher is recalled under the provisions of Article 10, that teacher shall not be granted an unpaid leave of absence for one year from date of the teacher's first day of work. Requests for maternity leave, disability, and family illness shall be exempt from this Article.
- 21.06 Any and all waivers of 21.02 allowing more than two one-year leaves of absence are void as of September 1, 1995. Teachers taking leaves between the 1989 school year through and including the 1994 school year shall not have these leaves count in the two one-year leave limit.
- 21.07 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.
- 21.08 Any teacher on an extended leave of absence must notify the Superintendent of his/her intent to return in writing by April 15.

ARTICLE 22: SABBATICAL LEAVES OF ABSENCE

- 22.01 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 instructional staff of the Malden Public Schools subject to the following conditions:
- 22.01.01 Such leaves shall be granted only to personnel who are of professional teacher status in the Malden Public Schools. The number of leaves to be granted shall be determined each year by the School Committee.
- 22.01.02 Applications from eligible applicants must be submitted prior to April 15 for leave beginning the following September or the following February. No leave can become effective at any other time of the year.
- 22.01.03 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.
- 22.01.04 In granting leaves of absence, the School Committee 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 Committee's decision. The reasons granting or denying such leave shall not be required to be part of such written notice.
- 22.01.05 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.

22.01.06 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.

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

22.01.08 The School Committee 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.

22.01.09 The School Committee reserves the right to make such further rules and regulations on this matter as it deems advisable.

22.01.10 When a teacher returns from a Sabbatical Leave, if a change in assignment is necessary, he/she will be considered under the conditions of involuntary transfer, Article 11.

ARTICLE 23: SUBSTITUTE TEACHERS

23.01 Positions which will be vacant for at least one (1) semester due to illness or promotion occurring during the school year, will, to the extent possible, be filled by personnel who have met the State Certification requirements. After a 30 day trial period in such position, such substitute teacher will be paid at the rate of \$210 per day and will be a member of the bargaining unit as defined in this agreement.

23.02 The same substitute teacher should be sent to the classroom on consecutive days of absence of the regular classroom teacher, if possible.

ARTICLE 24: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

24.01 The Malden Public Schools will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers 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 25: INSURANCE/ANNUITY PLAN/403b

25.01 Teachers 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:

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

25.01.02 The medical coverage is Harvard Pilgrim with the City of Malden paying 75 percent of the premium.

- 25.02 Teachers will be eligible to participate in a "tax-sheltered" Annuity Plan established pursuant to United States Public Law No.87-370.
- 25.03 A recommendation prepared by the Association will be sent to the Mayor requesting that teachers be covered by the provisions of the Massachusetts Workingmens Compensation Act, General Laws of the Commonwealth, Chapter 152.
- 25.04 A representative elected by the Association will serve on the City Insurance Commission.
- 25.05 The School Committee will continue to contribute its portion of the premium for health insurance during July and August for any teacher leaving the system.
- 25.06 In the event that any teacher 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 teacher in accordance with requirements or ordinances of the City of Malden.
- 25.07 The public schools shall, without cost to the nurse, provide liability insurance in the amount of \$1,000,000/\$3,000,000. The premium shall be capped as of fiscal year 1990.
- 25.08 No bargaining unit member shall be eligible to receive more than 100% of salary from a combination of sick leave, sick leave bank, Workmen's Compensation or from any form of disability insurance supplied by the City of Malden. Should Workmen's Compensation provide back wages or a lump sum settlement check has been issued to a unit member and the unit member has been paid for that service by the City of Malden from any of the aforementioned sources, the unit member must reimburse the City of Malden the funds paid by or from any of the aforementioned sources.
- 25.09 The parties will establish a committee to study the implementation of a "403b" plan for the bargaining unit. The committee shall report out no later than January 31, 2006. Any "403b" plan implemented must be revenue neutral to the school system. The implementation may affect the early retirement, buy-back and other retirement benefits in the Agreement. The committee shall consider disparate pay issues and eligibility as well as various federal and state statutes, rules and regulations.
- 25.10 Effective January 1, 2003, the parties agree to reopen the contract to bargain over health insurance benefits, providing that all other city unions agree to do so. The Parties further agree that this provision is not conditioned upon acceptance by the City of Malden of Coalition Bargaining pursuant to GL Chapter 32B, section 19.

ARTICLE 26: TEACHER PARTICIPATION IN RESEARCH, POLICY AND CURRICULA

- 26.01 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.
- 26.02 The Committee will consult with the Association regarding the selection of textbooks. The final decision of selection shall be solely that of the School Committee.
- 26.03 A list of supplies ordered by the School Department for instructional purposes will be posted, and teachers given the opportunity to request additional items.

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

ARTICLE 27: DUES DEDUCTION

27.01 The Committee agrees to deduct from 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:

27.01.01 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 _____

Teachers' Signature _____

27.01.02 Continuing members shall not fill out a dues card but shall have their deductions continued from 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 teacher for the current dues of teacher associations, local, state or national, as authorized by such teacher in writing to the city, town, or district school committee by which he/she is employed. Any such authorization may be withdrawn by such teacher 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.

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

27.03 Deductions referred to in 27.01 will be made in a matter agreeable to the parties.

- 27.04 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 a teacher out of the bargaining unit; or (d) knowledge by the Committee that the teacher is no longer a member of the Association.

ARTICLE 28: CONTINUITY OF EMPLOYMENT

- 28.01 The observance of law and the example given thereby is one of the highest professional obligations of teachers. Accordingly, in recognition of the provisions of Sections 178M and 178N of Chapter 763, Acts of 1965 of the General Court, the Association agrees that during the term of this Agreement, or any renewal or extension thereof, neither it nor any of its agents will engage in, incite, or participate, either directly or indirectly, in any strike, sit down, stay in, slowdown, work stoppage, withholding of services, concerted unauthorized absences, or any other interference with assigned or expected work.
- 28.02 The Association further agrees that should any strike, sit down, stay in, slowdown, work stoppage, withholding of services or any other interference occur (regardless of the lack of Association connection with such activity), it shall put forward every effort immediately to have such illegal activity terminated, including ordering the persons concerned to return to work.
- 28.03 Any individual who violates the provisions of this Article will be deemed by the parties to have resigned voluntarily.
- 28.04 It is agreed that in the event of an alleged breach of 28.01 or 28.02, the Committee may seek its redress through the grievance procedure of this Agreement by filing an action in an appropriate court, or by exercise of any of its rights.

ARTICLE 29: AGENCY FEE

- 29.01 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 of ten (10) work days suspension.

ARTICLE 30: SCHOOL COUNCILS AND SITE BASED MANAGEMENT

- 30.01 Each school shall have a school council consisting of at least three teachers, one principal and parental and community members. There shall be one teacher for every 15 teachers in the building to a maximum of six teachers.

30.02 All parents and teachers shall be elected by their respective groups between September 1 and September 30 of each year. The term of office and the election of teacher members shall be determined by the MEA. The principal shall appoint a community representative.

30.03 All decisions shall be made by consensus.

At the heart of the consensus process is the importance of each group member's viewpoint and the full opportunity to express these views. It is perfectly acceptable for a member to say, "I disagree with this decision; I've told everyone how I feel and the group has listened. However, I'm willing to support the decision in order to try it out." All members of the group must declare a willingness to support the decision before a decision can be implemented. (Department of Education" Questions and Answers on School Councils", October, 1994, Page 21, updated)

30.04 All meetings of the school council shall conform to the Open Meeting Law, Sections 23A, B, and C which stipulate that meetings be open to the public; that meetings be posted 48 hours in advance (excluding Sundays); and that minutes of the meeting be maintained as required.

30.05 The Council shall have no authority over personnel issues or matters that are subject to Chapter 150E (wages, hours, conditions of employment), nor shall it expand the scope of its authority beyond that established by law or granted by school committee policy.

30.06 A Committee comprised of three (3) teachers and three (3) members of the administrators, including School Committee members, shall meet to study the Appendix E Differentials. Each committee shall complete its finding and make its recommendations by March 31, 2006.

A Committee comprised of three (3) teachers and three (3) members of the administrators, including School Committee members, shall meet to study the Appendix F Athletic Salaries. Each committee shall complete its finding and make its recommendations by March 31, 2006.

A Committee comprised of three (3) teachers and three (3) members of the administrators, including School Committee members, shall meet to study the dress code for teachers. The Committee shall complete its findings and make its recommendations by March 31, 2006.

A Committee comprised of three (3) teachers and three (3) members of the administrators, including School Committee members, shall meet to study the 403B for teachers. The Committee shall complete its findings and make its recommendations by March 31, 2006.

ARTICLE 31: DURATION

31.01 This Agreement shall continue in full force and effect until August 31, 2012 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.

31.02 Health insurance and salary re-opener only, for school year 2011-12. There is a commitment from both parties to design and implement a wellness plan and explore other cost saving measures.

MALDEN SCHOOL COMMITTEE

BY: _____
Mayor Richard C. Howard, Chairman

MALDEN EDUCATION ASSOCIATION

BY: _____
Marguerite Gonsalves, President

APPENDIX A: EARLY RETIREMENT INCENTIVE PLAN

A teacher who is retiring from the Malden School System ages 55, 56, 57, 58, 59, 60, 61, or 62, shall be eligible for salary increases as follows:

1. A teacher who submits a written notice of retirement three years in advance of the effective date of his/her retirement shall be paid at 1.10 of the salary position in the Basic Salary Schedule for each of the three years immediately preceding the effective date of his/her retirement.
2. A teacher who gives written notice of his/her retirement two years in advance in accordance with Appendix CI shall be paid at 1.10 for the two years immediately preceding retirement, and a teacher who gives written notice one year in advance shall receive the 1.10 salary for the last year.
3. Notice under these sections must be given by June 1st preceding the first school year in which the raise is effective.
4. Once notice of retirement is accepted by the Committee and the first payment under this provision is made, the retirement may be revoked subject to the following provisions:
 - a. The unit member must pay back all monies received at a rate of interest equal to the prime rate, as published in the Wall Street Journal, plus 2% as of the day when written notice of the revocation is received by the Superintendent
 - b. Interest will be simple interest per annum.
 - c. The interest will be measured from the first day monies are received on all monies as received until written notice of revocation is received by the Superintendent.
 - d. The monies plus interest must be paid back in equal installments on each payday over a time period not to exceed the time period in which the money was received.
 - e. If a teacher revokes acceptance of the early retirement benefits, that teacher will no longer be eligible for benefits under the Early Retirement Incentive Plan. However, exceptions may be granted by the School Committee based on illness, death in the family, or other unforeseen emergencies.

APPENDIX B: MALDEN HEALTH AND WELFARE AGREEMENT

This Appendix, to be effective as of date of execution, between the School Committee of the City of Malden (hereinafter referred to as the "Committee") and the Malden Education Association (hereinafter referred to as the "Association"):

WHEREAS, as a result of collective bargaining between the Committee and the Association, a collective bargaining agreement was made and entered into as of August 29, 1973, between the parties hereto, which provides that upon execution of this Agreement, the Committee will provide and pay into the Fund hereafter referred to a determined amount on behalf of each person then employed in the bargaining unit as of September 15, 1974, the Superintendent of Schools, and the Assistant Superintendent of Schools, for the purpose of furnishing to each covered person certain supplemental benefits; and,

WHEREAS, it is in the public interest to attract competent and efficient individuals as covered persons and induce them to so remain, each covered person employed by the Committee, whether or not a member of the Association, shall be entitled to receive such supplemental benefits to the extent specified in this Agreement:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. There shall be established the Malden Education Association Health and Welfare Fund (hereinafter referred to as the "Fund") as trust fund to provide the benefits hereinafter set forth for each covered Person.
2. The money to be determined by the Committee will be provided by the Committee from the amount budgeted from teachers' salaries. The Committee agrees to provide and pay the agreed amount into the Fund for each person employed by the Committee as of the effective date of the commencement of this Agreement.
3. The Committee and the Association agree to provide from such Fund for each covered person for whom such sum is paid health and welfare benefits which may include, but are not limited to, hospitalization benefits, surgical benefits, diagnostic and preventive medicine benefits, dental benefits, prescription drug and applicants benefits, prosthetic device benefits, optical benefits, orthodonture benefits, periodontal benefits, weekly accident and sickness benefits, life insurance benefits, and such other health and welfare benefits as they may determine appropriate. Such benefits may be provided by contract with an insurance company or companies or established and provided without insurance by the Fund or by any combination of these two methods.
4. The supplemental benefits agreed upon by the parties shall not be reduced except as may be required by experience of the Fund and thereafter agreed upon by the parties hereto, or resolved by arbitration in the absence of such agreement.
5. It is the essence of this Agreement in order not to frustrate its purpose that the Association and the Committee agree to comply with all local, state, and federal laws applicable to the said Fund, and to take all steps necessary for such compliance.

6. The liability of the Committee for each covered person shall in no event exceed the amount specified in Section 2 hereof, regardless of any upward modification, by reason of increase in costs, increase in insurance premium, other insurance penalty, addition thereto of any benefits or for any other anticipated or unforeseen reasons, and the amount of contributions by the Committee during the terms of this Agreement shall be limited solely to the payment of the aforesaid amounts as provided herein.

7. (A) The Committee and the Association agree that the Fund will be held and administered by the Trustees thereof, under terms and provisions consistent with this Agreement.

(B) The Fund shall be administered and managed by ten (10) Trustees, five (5) of whom shall be the persons then serving on the Committee or their nominees, and five (5) of whom shall be appointed by the Association. Successors to the Association appointed Trustees shall be designated by the Association in a manner of its own choosing.

(C) The Committee and the Association agree that, if any of the supplemental benefits provided are to be provided for specific periods of time by a contract with an insurance company or companies, this shall result from a vote to do so by the Trustees; the Trustees of the Fund shall then negotiate and purchase, on such terms as they deem to be in the best interest of the Fund and covered persons, such a policy or policies of insurance. In the absence of such votes as to any benefits provided by the Fund, the Trustees shall self-administer the Fund to provide such benefit.

(D) The Committee and the Association agree that any of the supplemental benefits provided may be provided by the Fund as a self-insurer. Arrangements may be made with an insurance company or companies to reinsure, by reinsurance agreement any benefit as part thereof provided.

(E) The Committee and the Association agree to provide that a person acting as Arbitrator selected under and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association shall have the exclusive power to decide and dispose of consistently with this Agreement, disputed claims against the Fund relative to benefits provided hereunder and that any covered person or dependent claimant being aggrieved by denial of any such claim may submit such claim to such person acting as Arbitrator for determination, which determination shall be final and binding on such covered person or dependent claimant, the Fund, the Committee, the Association, the Trustees, and any participating insurance company or companies.

(F) The following administrative and restrictive provisions shall be included:

(1) The Trustees of the Fund shall be responsible for due maintenance of accurate records of its books and accounts in conformance with generally accepted accounting principles.

(2) The Trustees of the Fund shall file in the office of the Committee and the Association within five months after the close of the fiscal year a statement, to be known as the Annual Statement of the Fund, executed in duplicate, subscribed by at least three Committee Trustees and three Association Trustees and affirmed by such Trustees as true under the penalties of perjury, showing its condition and affairs during such fiscal year.

(3) Any contract between the Fund and an insurance company, hospital, surgical, or medical plan providing benefits under the Fund, or with any corporate trustee or agent holding or administering all or part of the Fund, shall provide that within four months after the end of each policy or fiscal year, such company, hospital, plan, corporate trustee or agent will furnish to the Trustees of the Fund a statement of account setting forth such information relating to the Fund as the Trustees of the fund may need in order to comply with the requirements of this Agreement, or may otherwise require.

(4) The Trustees of the Fund shall be responsible in a fiduciary capacity for all money, property or other assets received, managed, acquired or disbursed by them, or under their authority, on behalf of such Fund.

(5) The Trustees of the Fund shall be responsible for the prudent deposit and investments of funds and earnings under the care and custody of the Fund, and for expenditures in accordance with sound actuarial principles taking into account the purpose of the Fund.

(6) The Trustees of the Fund shall file in the office of the Committee and the Association within one month after the close of each quarterly period a statement to be known as the Status of Investment and Deposits Report (Quarterly) executed in duplicate, subscribed by at least three Association Trustees and three Committee Trustees and affirmed by such Trustees as true under the penalty of perjury, showing all demand and time deposits of the Fund as of the last day of the quarter.

(7) The Trustees of the Fund shall file in the office of the Committee and the Association within one month after the close of each semi-annual period a statement to be known as the Report on Administrative Expenses (semi-annual), executed in duplicate, subscribed by at least three Association Trustees and three Committee Trustees and affirmed by such Trustees as true under the penalty of perjury, showing operating expenses incurred in administering the Fund during that period, including such data as office expense and personal service expense. Personal service data shall include titles of positions, numbers of incumbents and salaries and fees paid.

(8) The Trustees of the Fund shall be bonded in an amount to be determined by the Committee and the Association. The cost of such bonding shall be borne by the Fund.

(9) The Fund, the Committee and the Association, each Trustee of the Fund, and every other officer or employee of the Fund are prohibited from receiving directly or indirectly any payment, commission, loan or other thing of value from any insurance company, insurance agent, insurance broker, or any hospital, surgical, medical or dental plan, or any corporate trustee or agent holding or administering any part of the Fund, in connection with the solicitation, sale, service, or administration of a contract providing employee benefits for such Fund; and from receiving any payment, commission, service, loan or any other thing of value from such Fund, or which is charged against Fund, or would otherwise be payable to such Fund, either directly or indirectly, except that any such person shall be entitled to receive all benefits provided under such Fund, and may receive any employees benefits to which he is otherwise entitled, and any such person may receive reasonable compensation for necessary services and expenses rendered or incurred by him in connection with his official duties as such; provided that nothing contained in this subparagraph shall affect the payment of any dividend or rate credit or other adjustment due under the terms of any insurance or annuity contract.

Furthermore, all Trustees and employees of the Fund shall be deemed to be covered persons under the terms of this Agreement, and shall be entitled to all supplemental benefits resultant therefrom.

(10) The trustees of the Fund may employ such professional, technical, administrative or clerical personnel as they require in the performance of their duties, or which is in the best interest of the Fund.

(11) The Fund shall not pay any premium on a covering policy except by check payable to the insurance company directly.

(12) No political contributions shall be made directly or indirectly from the Fund.

(13) Any other provisions as may be necessary or desirable to effectuate the purpose of this Agreement shall be compiled and appended to the Agreement as Appendix A.

(14) The powers of the Trustees shall be exercised by a majority of the Trustees present and voting at any duly called meeting provided that a majority of the Committee Trustees and a majority of the Association Trustees shall be present at any meeting in order to constitute a quorum.

(15) The Trustees of the Fund shall elect from within their own number a Chairman and a Secretary-Treasurer of the Fund at the first meeting of the Trustees during a fiscal year.

(16) Regular meetings of the Trustees of the Fund shall be called monthly by the Chairman at a time and place which shall be communicated to the other Trustees at least ten days in advance of the meeting. Special meetings may be called by the Chairman for any purpose and the time and place shall be communicated to the other Trustees at least forty-eight hours in advance of the meeting. Regular meetings and special meetings shall be held in the evening whenever possible.

APPENDIX C: TEACHERS' SALARY SCHEDULES
MALDEN PUBLIC SCHOOLS

Teachers of Occupational Education who have earned credits beyond vocational certification shall be placed as follows on the columns of these schedules:

- 15 credits beyond - B15
- 30 credits beyond - M
- 45 credits beyond - M15
- 60 credits beyond - M30
- 75 credits beyond - M45
- 90 credits beyond - M60

Salary

2011-2012 school year – 1% on the salary schedule on the 91st day and 1% on the salary schedule on the last day.

2012-2013 school year – 2% on the salary schedule on the 91st day and 1% on the salary schedule on the last day.

91st day, 1% across the board, school year 11-12							
STEP	BA	BA15	MA	MA15	MA30	MA45	MA60
1	38,932	40,271	43,158	44,495	45,833	47,166	49,384
2	40,715	42,043	45,389	46,662	48,055	49,384	51,617
3	42,710	44,053	47,615	48,940	50,276	51,617	53,836
4	44,495	45,833	49,830	51,175	52,501	53,837	56,058
5	46,277	47,616	52,063	53,393	54,733	56,058	58,294
6	48,055	49,384	54,284	55,621	56,955	58,294	60,510
7	49,838	51,175	56,502	57,849	59,187	60,510	62,736
8	52,063	53,393	59,187	60,510	61,851	63,183	65,416
9	54,284	55,621	62,736	64,075	65,481	66,741	68,975
10	56,502	57,849	66,299	67,637	68,977	70,754	72,971
11	61,673	63,040	72,075	73,348	74,733	76,105	78,416

last day of school, 1% across the board, school year 11-12							
STEP	BA	BA15	MA	MA15	MA30	MA45	MA60
1	39,322	40,673	43,590	44,939	46,291	47,638	49,878
2	41,122	42,464	45,843	47,129	48,535	49,878	52,133
3	43,137	44,494	48,092	49,429	50,779	52,133	54,374
4	44,939	46,291	50,329	51,686	53,026	54,375	56,619
5	46,740	48,093	52,584	53,927	55,280	56,619	58,877
6	48,535	49,878	54,827	56,177	57,524	58,877	61,115
7	50,337	51,686	57,067	58,427	59,779	61,115	63,364
8	52,584	53,927	59,779	61,115	62,470	63,814	66,070
9	54,827	56,177	63,364	64,716	66,136	67,408	69,665
10	57,067	58,427	66,962	68,313	69,667	71,461	73,701
11	62,290	63,670	72,796	74,081	75,480	76,866	79,200

91st day of school , 2% across the board, school year 12-13							
STEP	BA	BA15	MA	MA15	MA30	MA45	MA60
1	40,108	41,487	44,462	45,838	47,217	48,590	50,875
2	41,945	43,313	46,760	48,071	49,506	50,875	53,176
3	44,000	45,384	49,053	50,418	51,794	53,176	55,462
4	45,838	47,217	51,335	52,720	54,086	55,463	57,751
5	47,675	49,054	53,636	55,005	56,386	57,751	60,055
6	49,506	50,875	55,924	57,300	58,675	60,055	62,338
7	51,344	52,720	58,209	59,596	60,974	62,338	64,631
8	53,636	55,005	60,974	62,338	63,719	65,091	67,391
9	55,924	57,300	64,631	66,010	67,459	68,756	71,058
10	58,209	59,596	68,302	69,679	71,060	72,890	75,175
11	63,536	64,944	74,252	75,563	76,990	78,403	80,784

last day of school , 1% across the board, school year 12-13							
STEP	BA	BA15	MA	MA15	MA30	MA45	MA60
1	40,509	41,902	44,906	46,297	47,689	49,076	51,384
2	42,364	43,746	47,228	48,552	50,001	51,384	53,708
3	44,440	45,837	49,544	50,922	52,312	53,708	56,016
4	46,297	47,689	51,849	53,247	54,627	56,018	58,328
5	48,152	49,545	54,172	55,555	56,950	58,328	60,655
6	50,001	51,384	56,483	57,873	59,262	60,655	62,961
7	51,857	53,247	58,791	60,192	61,584	62,961	65,277
8	54,172	55,555	61,584	62,961	64,356	65,742	68,065
9	56,483	57,873	65,277	66,671	68,133	69,444	71,769
10	58,791	60,192	68,985	70,376	71,771	73,619	75,927
11	64,171	65,593	74,995	76,319	77,760	79,187	81,592

APPENDIX D - DIFFERENTIALS

	<u>11-13</u>
High School Class Advisors (4)	
Freshman Year	724
Sophomore Year	1,047
Junior Year	1,368
Senior Year	1,833
High School MALDONIAN Advisor*	1,983
High School BLUE AND GOLD Advisor*	1,300
High School BLUE & GOLD Business Mgr	985
High School Literary Magazine Advisor	680
High School Drama Coach/Advisor	680
High School National Honor Advisor	680
High School Quiz Team Advisor	2,251
9 th Grade Team Leader	1,845
Middle School Yearbook Advisors	965
Middle School Team Leader 7-8 (formerly MMS Cluster Leaders)	3,701
Traveling Teachers**	623
Evening School Teachers per hour	23
Home Instruction Teachers per hour	23
SAT Teachers - H.S. per hour	23
High School Teacher Leaders: English, Mathematics, Science, Social Studies	5,150
Team Leader – Option Program MHS	3,701
Team Leader – MAHS	3,701
Music Teachers (Band, Choral Arts, All City Elementary Chorus, Jazz Band, All City Elem. Orchestra) - per hour	23
Band Teachers - 3 per parade	64
Band Teachers 3 per football game	64
Band Concert Trip - 3 per trip	128
Choral Arts Concert Trip - 2 per trip	128
Band Director	4,024
Nursing Supervisor	2,945
Team Leaders K-6 (ELT Grant Schools Only)	3,701
Traveling Tech-Data	623
Traveling Technician	623
Professional Development and Assessments Coordinator in Business/Technology K-12	3,701
Professional Development and Assessment Coordinator in Art K-12	370

**Traveling teachers are those teachers who go to more than one school on the same day with the exception of those who are on ratio. Other school personnel not on ratio or differential who are required to travel on school business will receive .50 cents per mile.

*Maldonian and Blue & Gold Advisors - (three teaching classes plus the publications class with no study hall assignments)

APPENDIX E - ATHLETIC SALARIES

Coaching and extra-curricular shall be increased by the following salary increases as determined the Study Committee.

	11-13
BASEBALL-HEAD	5,202
BASEBALL-JV	3,194
BOYS BASKETBALL-HEAD	6,638
BOYS BASKETBALL-JV	3,926
CHEERLEADERS – ASS'T – FALL	1,690
CHEERLEADERS – ASS'T – WINTER	1,690
CHEERLEADERS – HEAD – FALL	3,439
CHEERLEADERS – HEAD – WINTER	3,439
CREW – ASS'T	2,205
CREW – HEAD	2,617
CROSS COUNTRY BOYS – HEAD	3,702
CROSS COUNTRY GIRLS – HEAD	3,702
FIELD HOCKEY – ASS'T – J.V.	2,884
FIELD HOCKEY – FRESHMAN	2,884
FIELD HOCKEY – HEAD – VARSITY	4,800
FOOTBALL – ASS'T	4,768
FOOTBALL- LINE (ASST.)	4,768
FOOTBALL-HEAD	11,166
FOOTBALL-SOPHOMORE	4,768
FRESHMAN BASEBALL	2,762
FRESHMAN BOYS BASKETBALL	3,061
FRESHMAN FOOTBALL	3,321
FRESHMAN GIRLS BASKETBALL	3,061
FRESHMAN GIRLS SOFTBALL	2,759
FRESHMAN GIRLS VOLLEYBALL	2,883
FRESHMAN BOYS HOCKEY	3,061
FRESHMAN SOCCER (BOYS)	2,883
FRESHMAN SOCCER (GIRLS)	2,883
GIRLS BASKETBALL-HEAD	6,638
GIRLS BASKETBALL-JV	3,926
GIRLS HOCKEY-HEAD	4,798
GIRLS HOCKEY-JV	2,883
GIRLS LACROSSE – ASS'T	2,695
GIRLS LACROSSE – HEAD	3,799
GIRLS OUTDOOR TRACK–ASS'T-SPRING	3,475
GIRLS OUTDOOR TRACK–HEAD-SPRING	4,913
GIRLS SOCCER-ASST – J.V.	2,883
GIRLS SOCCER-HEAD	4,798
GIRLS SOFTBALL HEAD	5,202
GIRLS SOFTBALL JV	3,194
GIRLS TENNIS – HEAD	3,571
GIRLS TRACK – HEAD- WINTER	4,667
GIRLS VOLLEYBALL – HEAD	3,740
GIRLS VOLLEYBALL – J.V.	3,740
GOLF – HEAD	3,185
GYMNASTICS-ASST.	3,923
GYMNASTICS-HEAD	6,618
BOYS HOCKEY-ASST. VARS	3,619

	11-13
BOYS HOCKEY-HEAD	6,638
BOYS HOCKEY-JV	3,824
BOYS LACROSSE – HEAD	3,802
BOYS LACROSSE – ASS'T	2,617
INDOOR TRACK-ASST	3,194
INDOOR TRACK-HEAD	4,667
OUTDOOR TRACK-ASST.	3,476
OUTDOOR TRACK-HEAD	4,914
BOYS SOCCER-ASST	2,882
BOYS SOCCER-HEAD	4,800
SWIM - ASST.	2,659
SWIM – COACH CO-HEAD	3,903
SWIM – HEAD	5,417
TENNIS – GIRLS – HEAD	3,571
TENNIS – BOYS – HEAD	3,571
WRESTLING-ASST	2,809
WRESTLING – HEAD	5,431
FITNESS CENTER COORDINATOR – WEIGHT ROOM	2,695
EQUIPMENT MANAGER (FALL, WINTER, SPRING)	4,861

APPENDIX F: NURSES SALARIES

1. Nurses possessing a bachelor's degree shall be paid in accordance with the bachelor's salary schedule.
2. Nurses without a bachelor's degree shall be paid \$1,500 less than the bachelor's schedule.

APPENDIX G: 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:

11-13

10th	1,174
15th	1,826
20th	3,000
25th	3,652
30th	4,956

APPENDIX H: HEALTH INSURANCE

The contribution rate for health insurance will be as follows:

**Malden HMO Best Buy 500 Wellness Program
Program Overview**

Harvard Best Buy HMO and Harvard Best Buy PPO.

Premium split remains at 80/20

Deductible remains at \$500.00 individual / \$1,000.00 family

Option to enroll during open enrollment May/June 2011

Purpose: guide employees in effective healthcare strategies to achieve a healthy lifestyle.

Incentive Program: ability to earn annual financial payment(s) for reaching milestones. Funds earned will be deposited into a Health Reimbursement Arrangement (HRA) account and can only be used to defray costs of healthcare services.

For example: co-pays (including Rx), deductibles, and other qualified (by the IRS) medical expenses.

Phase 1/Year 1 (May/June 2011) of voluntary wellness program:

If you choose to join, the city will provide \$250.00 for each employee who completes a Health Care Assessment Survey offered by Harvard Pilgrim, the insurance administrator for the City of Malden

The survey requires the employee to provide information necessary to establish baseline

data relating to an employee's weight, blood pressure, glucose, cholesterol and smoking status. This information can be gathered

- At City sponsored worksite screening; or
- Your physician can forward the information from your annual physical

Each employee will be given an Individual Profile, which will provide an evaluation of the employees' health status and a set of goals for the employee (based on age and gender) to achieve in 5 key areas on an annual basis.

- If 75% of those eligible for health insurance in Unit A complete the Health Care Assessment Survey on or before October 1, 2011, the city will credit each employee with a one time additional \$100.00 deposit to the employees' HRA
- Harvard Pilgrim will provide an individual health coach via telephone or internet, if the employee desires, to collaborate, confidentially, with the employee on attainment of goals/milestones.

Phase 2/Year 2 (beginning May/June 2012):

The city will provide \$100.00 annual credit to the HRA (with the total annual maximum possibility of \$500.00) to each employee who makes a good faith effort towards reaching his/her goal/milestone in each of the following categories:

- Weight
- Blood pressure
- Cholesterol
- Non-smoking
- Exercise

Goals/milestones for all categories shall be based on the American Medical Association Standards.

For employees dealing with a specific health condition, one or more of the goals may be omitted in place of a goal specifically related to the employee's individual condition(s).

Beginning in the 3rd year (May/June 2013), employees who fail to make good faith efforts in a minimum of 2 out of the 5 identified milestones/goals, (as determined by the Wellness Program administrator who should be an individual licensed in the medical field) shall be withdrawn from the HMO and enrolled in the HMO Best Buy 1000 (new plan).

HMO Best Buy 1000:

- 75/25 premium split
- All co-pays the same as other HMO plan (HMO Best Buy 500)
- Deductibles: \$1,000 individual / \$2,000 family

Appeal: If an employee is determined not to have conformed to 2 or more goals/milestones, the employee can submit documentation from a licensed physician disputing said determination. If the city does not reconsider its non-compliance determination based on the employee's physician statement, the employee's physician and the designee for health care provider (Harvard Pilgrim) agree to submit the City's decision on to an independent licensed physician for a final and binding determination.

The health insurance premium rate increase will be no more than 2% July 1, 2011.

APPENDIX I: COMPUTER TECHNICIANS AND DATA ASSISTANTS

1. Articles 1, 2, 3, 16, 17, 18, 19, 20, 21, 22, 24, 25, 25.01, 27, 28, 29, 31 and Appendices A, B, G, H & I. apply.
2. If computer technicians and data assistants do not have access to school buildings when school is cancelled due to inclement weather, they shall not be required to report for work and shall experience no loss in pay for such day.
3. Computer technical employees shall receive twenty-two (22) days of vacation. Employees shall not carry over more than 15 vacation days per year.

[Include mileage expense]

4. Work Day

Work day for computer technicians and data assistants will be from 8:30 A.M. to 3:30 P.M. with one half (1/2) hour lunch period.

Data Asst. works 189 days. Tech works 220 days.

**220 Days; have School out of session hours Mon. – Thurs. 8:30 am to 3:30 pm ½ lunch

Friday 8:30 am to 12:00 pm ½ vacation charged on Fridays

Employees allowed a 15 minute break

City Holidays, Vacation calendar year to begin on July 1, 18 sick days, 22 vacation days

5. Reduction in Force

For the purposes of any reduction in force, it shall proceed in the following manner:

Computer technicians shall be terminated in reverse order of their appointment.

Data Assistants will be terminated in reverse order of their appointment.

Recall to work after lay-off shall be in reverse order of lay-off. Employees will remain on the recall list for one (1) year.

6. Parking

Two parking spaces will be designated at the high school for the computer technicians.

The School Committee will cooperate in attempting to secure four parking permit stickers from the City for computer technicians.

7. The Malden Education Association Technicians and Data Assistants 2011-2013 Salary Schedules:

2011-2012 school year – 1% on the salary schedule on the 91st day and 1% on the salary schedule on the last day.

2012-2013 school year – 2% on the salary schedule on the 91st day and 1% on the salary schedule on the last day.

1% on the salary schedule on 91st day school year 11-12					
Step	Data Asst. (DA)	Tech (AS)	Tech (BA)	Tech (BA15)	Tech (MA)
Step 1	30,500.23	41,802.20	43,317.20	44,832.20	46,347.20
Step 2	32,015.23	43,317.20	44,832.20	46,347.20	47,862.20
Step 3	33,530.23	44,832.20	46,347.20	47,862.20	49,377.20
Step 4	35,045.23	46,347.20	47,862.20	49,377.20	50,892.20
Step 5	36,560.23	47,862.20	49,377.20	50,892.20	52,407.20
Step 6	38,075.23	49,377.20	50,892.20	52,407.20	53,922.20
Step 7	39,590.23	50,892.20	52,407.20	53,922.20	55,437.20
Step 8	41,105.23	52,407.20	53,922.20	55,437.20	56,952.20
Step 9	42,620.23	53,922.20	55,437.20	56,952.20	58,467.20
Step 10	44,135.23	55,435.18	56,952.20	58,467.20	59,982.20
Step 11	47,033.48	58,677.91	60,238.81	61,799.73	63,360.63

1% on the salary schedule on last day school year 11-12					
Step	Data Asst. (DA)	Tech (AS)	Tech (BA)	Tech (BA15)	Tech (MA)
Step 1	30,805.23	42,220.23	43,750.38	45,280.53	46,810.68
Step 2	32,335.38	43,750.38	45,280.53	46,810.68	48,340.83
Step 3	33,865.53	45,280.53	46,810.68	48,340.83	49,870.98
Step 4	35,395.68	46,810.68	48,340.83	49,870.98	51,401.13
Step 5	36,925.83	48,340.83	49,870.98	51,401.13	52,931.28
Step 6	38,455.98	49,870.98	51,401.13	52,931.28	54,461.43
Step 7	39,986.13	51,401.13	52,931.28	54,461.43	55,991.58
Step 8	41,516.28	52,931.28	54,461.43	55,991.58	57,521.73
Step 9	43,046.43	54,461.43	55,991.58	57,521.73	59,051.88
Step 10	44,576.58	55,989.54	57,521.73	59,051.88	60,582.03
Step 11	47,503.81	59,264.69	60,841.20	62,417.73	63,994.24

2% on the salary schedule on 91st day school year 12-13					
Step	Data Asst. (DA)	Tech (AS)	Tech (BA)	Tech (BA15)	Tech (MA)
Step 1	31,421.34	43,064.63	44,625.38	46,186.14	47,746.89
Step 2	32,982.09	44,625.38	46,186.14	47,746.89	49,307.64
Step 3	34,542.85	46,186.14	47,746.89	49,307.64	50,868.39
Step 4	36,103.60	47,746.89	49,307.64	50,868.39	52,429.15
Step 5	37,664.35	49,307.64	50,868.39	52,429.15	53,989.90
Step 6	39,225.10	50,868.39	52,429.15	53,989.90	55,550.65
Step 7	40,785.86	52,429.15	53,989.90	55,550.65	57,111.41
Step 8	42,346.61	53,989.90	55,550.65	57,111.41	58,672.16
Step 9	43,907.36	55,550.65	57,111.41	58,672.16	60,232.91
Step 10	45,468.12	57,109.33	58,672.16	60,232.91	61,793.67
Step 11	48,453.89	60,449.98	62,058.03	63,666.08	65,274.12

1% on the salary schedule on last day school year 12-13					
Step	Data Asst. (DA)	Tech (AS)	Tech (BA)	Tech (BA15)	Tech (MA)
Step 1	31,735.55	43,495.28	45,071.64	46,648.00	48,224.36
Step 2	33,311.91	45,071.64	46,648.00	48,224.36	49,800.72
Step 3	34,888.27	46,648.00	48,224.36	49,800.72	51,377.08
Step 4	36,464.63	48,224.36	49,800.72	51,377.08	52,953.44
Step 5	38,041.00	49,800.72	51,377.08	52,953.44	54,529.80
Step 6	39,617.36	51,377.08	52,953.44	54,529.80	56,106.16
Step 7	41,193.72	52,953.44	54,529.80	56,106.16	57,682.52
Step 8	42,770.08	54,529.80	56,106.16	57,682.52	59,258.88
Step 9	44,346.44	56,106.16	57,682.52	59,258.88	60,835.24
Step 10	45,922.80	57,680.42	59,258.88	60,835.24	62,411.60
Step 11	48,938.43	61,054.48	62,678.61	64,302.74	65,926.87

Appendix J: Severability Clause

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.

SIDE LETTERS

1. Regardless of title, the sustained silent reading programs shall not cause unit members to have additional preparation or student grading or evaluation.
2. The School Committee and the Association agree to the attached Side Letter for the Linden School effective for the 2002-2003 school year.

Side Letter – Linden School

The Malden School Committee and the Malden Education Association hereby enter into this agreement to amend the Collective Bargaining Agreement as follows:

1. The *school day* at the Linden Schools K-4 and 5-8 will be 8:15 am to 2:20 pm.
2. The *workday* for teachers shall be 8:15 am to 2:45 pm for Grades K-6 and 8:00 am to 2:45 pm for Grades 7 & 8, Mondays to Thursdays, with a 2:20 pm release on Fridays or days before a holiday.
3. An *Early Release Day* will be implemented on Wednesdays, October 2, 2002 to May 28, 2003 and students will be dismissed at 1 :30 pm. Teachers will be engaged in Professional Development from 1:30 pm to 3:00 pm in the areas of Critical Friends Groups, grade level meetings, and staff meetings. Teachers who are voluntarily engaged beyond 3:00 pm will receive a stipend from the CCE/NESSN grant at a rate of twenty dollars (\$20) per hour. The Linden Schools Early Release Day will be modeled after the Malden High School Early Release Day held during the 2001-2002 school year.
4. *Preparation Periods* for teachers K-4, will be consistent with the existing contract. Teachers teaching Grades 5 & 6 will have five (5) preparation periods of forty (40) minutes and two (2) Common Planning Time (CPT) periods of forty (40) minutes per week. Teachers teaching Grades 7 & 8 will have five (5) preparation periods of forty (40) minutes and three (3) Common Planning Time (CPT) periods of forty (40) minutes per week.
5. The School Committee and the Association agree to review this *Side Letter* at the close of the 2002-2003 school year.
6. The Spirit of this agreement is intended to support the work of the teachers in improving student achievement at both Linden Schools. It is not the intention of this agreement to violate the collective or individual rights of teachers that have been established through bargaining or practice.

Side Letter - Ferryway School

The Malden School Committee (Committee) and the Malden Education Association (Association) hereby enters into this agreement to amend the Collective Bargaining Agreement as follows:

As a one year pilot program for the Ferryway School, academic year 2011-2012, the following modifications will be made *if there is funding from the State at the rate of a minimum of \$1,300.00 per pupil*. If there is not the above mentioned minimum funding for this initiative, this agreement will be null and void.

1. Teaching Hours

All teachers assigned to the Ferryway School for the 2011-2012 academic year shall be required to work the following schedule:

- 7:35 A.M. teachers at school
- 7:45 A.M. school doors will open, teachers on duty
- 3:30 P.M. student dismissal
- 3:40 P.M. teacher dismissal/3:30 Friday dismissal

2. Faculty Meetings

Faculty meetings will take place on release days and not after teacher dismissal.

3. Compensation

All teachers assigned to the Ferryway School shall be paid an additional 18% of their salary schedule for the 2011-2012 academic year.

Malden Education Association

Malden School Committee

Side Letter - Salemwood School

The Malden School Committee (Committee) and the Malden Education Association (Association) hereby enter into this agreement to amend the Collective Bargaining Agreement as follows:

As a one year pilot program for the Salemwood School, academic year 2011-2012, the following modifications will be made *if there is funding from the State at the rate of a minimum of \$1,300.00 per pupil*. If there is not the above mentioned minimum funding for this initiative, this agreement will be null and void.

1. Teaching Hours

All teachers assigned to the Salemwood School for the 2011-2012 academic year shall be required to work the following schedule:

7:35 A.M. teachers at school
7:40 A.M. school doors will open, teachers on duty
3: 25 P.M. student dismissal
3:40 P.M. teacher dismissal/3:25 Friday dismissal

2. Faculty Meetings

Faculty meetings will take place on release days and not after teacher dismissal.

3. Compensation

All teachers assigned to the Salemwood School shall be paid an additional 18% of their salary schedule for the 2011-2012 school year.

Malden Education Association

Malden School Committee

ATTACHMENTS

ARTICLE 18: SICK LEAVE BANK

- 18.01 There shall be a Sick Leave Bank available to all members of the bargaining unit. The “bank” and membership in it shall be established in the following way:
- 18.01.01 Each member of the bargaining unit will have one sick-leave day deducted from his/her yearly allotment to initially implement the bank.
- 18.01.02 All members of the bargaining unit will participate in and be eligible for the Sick Leave Bank.
- 18.01.03 Should the “bank” fall below 100 days, each member of the unit will be assessed to contribute a sick-leave day.
- 18.01.04 If a member has no sick-leave days, he/she will automatically be assessed the day owed at the end of September of the following year.
- 18.01.05 Should a teacher leave the system owing a sick-bank day, he/she shall be liable for a substitute’s daily pay.
- 18.01.06 When a teacher enters the system, he/she shall have one sick leave day deducted for the bank after thirty (30) days’ employment. This provision will not be applied to teachers entering after May 15.
- 18.02 THE SICK LEAVE BANK WILL BE ADMINISTERED AS FOLLOWS:
- 18.02.01 The President of the Malden Education Association shall appoint a committee of three teachers, which shall be called the Sick Leave Bank Committee, to administer the bank by the Sick Leave Bank Guidelines.
- 18.02.02 The School Committee shall appoint an administrator, the superintendent or his/her designee, as an ex-officio member of the Sick Leave Bank Committee to insure the administrative coordination necessary to implement the bank and to provide pertinent records and data needed by the Sick Leave Bank Committee in administrating the “bank.”
- 18.02.03 Before being eligible to draw on the Sick Leave Bank, all sick leave, current and accumulated, must be exhausted with the following exceptions: A teacher, who through illness anticipates he will exhaust all available leave, may apply ten days prior to exhaustion of his sick leave.
- 18.02.04 Members of the bargaining unit who have extended illness and who have exhausted all of their sick leave may apply in writing to draw on the “bank.”
- 18.02.05 The initial request from the bank shall not exceed ten (10) days. After the initial request has been exhausted, a member can file for up to 30 days. All further requests from the “bank” shall not exceed 30 days in any request. Authorization or refusal for “bank” days must be in writing and signed by all three members of the Sick Leave Bank Committee, although only two votes shall be needed to refuse or grant a sick-bank request.

18.02.06 Any abuse or misuse of the Sick Leave Bank that is brought to the attention of the Sick Leave Bank Committee will be reviewed; and, if deemed necessary, the Committee shall terminate the request and take any and all proper actions deemed necessary.

18.02.07 All requests from the “bank” shall be accompanied by a doctor’s statement certifying the illness and the anticipated time needed for recuperation sufficient to return to work. The Sick Leave Bank Committee may, if it feels the situation warrants it, request a second doctor’s opinion.

18.02.08 Members of the unit may not draw from the Sick Leave Bank until they have exhausted their total accumulated sick leave, plus a three day period. Teachers will collect for the remaining days at a rate that is 80 per cent of the teacher’s daily pay rate (1/181 of the teacher’s yearly salary) at the time the teacher last worked.

18.02.09 The School Committee’s cost in terms of workdays shall not exceed 300 workdays in any school year. This means that the Sick Leave Bank Committee may not award in excess of 375 Sick Leave Bank days in any school year. Anything to the contrary notwithstanding the operation of the Sick Leave Bank is strictly a matter between the Association and the bargaining unit. The Association and the unit members hereby waive any and all rights to use the grievance procedure, arbitration procedure or claim a breach of this Agreement for any actions taken by the Sick Leave Bank Committee concerning the operation of the Sick Leave Bank and matters related thereto.

Malden Education Association

Malden School Committee

Dated: _____

MEMORANDUM OF AGREEMENT

The Malden Education Association and the Malden School Committee are entering into an agreement regarding the length of the school day for students in grades K-6, in the Beebe, Forestdale, and Linden Schools*. In order to meet the Massachusetts Department of Elementary and Secondary Education’s time-on-learning requirements, the school day for students in grades K-6 at these schools must be lengthened by fifteen minutes. For the 2011-2012 school year, fifteen minutes will be added to the end of the school day, as indicated below:

Current	2011-2012
Students’ Day (Grades K-6): 8:15 – 2:15	Students’ Day (Grades K-6): 8:15 – 2:30

This agreement is in effect for the 2011-2012 school year only. The schedule will again be reviewed during the 2011-2012 school year to determine if this schedule, or a different one, is the most efficacious schedule to meet the DESE time-on-learning requirements in subsequent school years.

Malden Education Association Date

Malden Public Schools Date

* The Ferryway School and/or the Salemwood School will also comply with the schedule identified above should either of these schools lose its designation as an Extended Learning Time (ELT) school for the 2011-12 school year. In addition, the schedule of each of these schools will be revisited during the 2011-12 school year to determine if a new schedule must be put in place during the 2012-13 school year in order to meet the ELT time-on-learning requirements.

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