

**Memorandum of Understanding
Between
The Malden Education Association
and
The Malden School Committee
Unit A
2013-2014**

Except as indicated herein, the agreement between the parties effective September 1, 2011 to August 31, 2013 will continue in full force and effect.

1. **Salaries: Article 4:01: Modify:**

Salaries of all persons covered by this agreement as set forth in Appendix C and Appendix I shall be increased by 2%, retroactive to September 1, 2013 (see Appendices C-I)

Article 4:02 Delete and replace with:

Effective September 1, 2014, all Unit A members **will be enrolled in Direct Deposit, and paid to a bank designated by the member.**

Article 4:03 Delete and replace with:

Effective September 1, 2014, all Unit members **will be paid bi-weekly (see Note 1)**
Bargaining unit members may elect to receive their salary in twenty six (26) or twenty one (21) equal payments.

An individual must elect in writing, his/her salary option for a particular contract year by August 1 prior to the commencement of the contract year in which the election is to be effective. Said election shall remain in effect for that contract year, and shall continue from contract year to contract year unless a member submits a different written option prior to August 1 for the next contract year.

Note 1: For the 2014-2015 contract year only, the first paycheck will be for the first week of school (one week), and thereafter be for two weeks/biweekly.

2. **Teaching Hours and Teaching Load: Article 5 Delete 5.05.02.**

It is a duplication of 5.03.01 and renumber 5.05.03

3. **Prep Time: Article 5: 5.09.01 Modify:**

Elementary teachers, including exploratory teachers, will have one preparation period each day for a total of five (5) preparation periods per week. **(Excluding ELT schools, which have Side Letter language on Prep/CPT to be addressed separately).**

4. **CPT: Article 5: 5.09.02 Modify:**

A Joint Labor-Management Committee will study Preparation Time and Common Planning Time. The committee shall report any recommendations no later than January 31, 2015. Any recommendation will be brought before the MEA and the School Committee for ratification.

5. **Guidance Counselors- 5.14.04 Delete and replace with:**

It is recognized that Guidance positions may require additional time beyond the school year to fulfill their professional duties. If required by the superintendent, these positions will be assigned to work an extended work year of no more than five (5) days (adjusted to their current full-time equivalent status), **to be compensated on a per-diem basis. All prior accumulated Flextime will remain available through June 30, 2019. (5 years)**

6. **Grading- 5.18.01: Modify:**

During the first three marking periods, teachers' grades will be due no earlier the **four (4) 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 fifth (5th) workday.

7. **Class Size: Article 6: 6.01 Delete and replace with:**

As facilities and staff become available, the Committee and the Association will work toward the following enrollment formula:

| | |
|--|-------|
| Kindergarten- Elementary | 20 |
| Middle School | 20-25 |
| Middle and High School Academic Subjects | 25 |
| Physical Education | 30 |

8. **Teacher Assignment (RIF): Article 10: 10.05.04 Delete and replace with:**

All layoffs will be effective 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. All teachers with non-professional status shall be notified no later than June 15.

9. **Transfers (Pool/ Involuntary Transfers): Article 11:**

11.01: Delete and replace with:

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. An involuntary transfer shall be a transfer not agreed to or initiated by the unit member being transferred.

11.02: Delete and replace with:

When a position is open, any teacher with professional teacher status shall be granted an interview by the principal for the open position. In making assignments, 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.

11.03: Delete (added to 11.02)

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: Delete:

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.

Renumber 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.09

10. **Vacancies and Promotions: Article 12: Delete 12.06-12.09:**

12.06 (Delete)

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 (Delete)

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 (Delete)

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 (Delete)

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

12.08.02 (Delete)

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 (Delete)

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 (Delete)

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

12.08.05 (Delete)

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 (Delete)

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 (Delete)

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 (Delete)

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 (Delete)

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.

11. **Evaluation: Article 14: *Delete 14.01-14.12 and replace with:***
New Evaluation Language

12. **Temporary Leaves of Absence: Article 20: 20.01: *Modify:***
Teachers will be entitled to temporary leaves of absence with pay **up to 5 days** each school year upon application and approval by the Superintendent of Schools for the death of a spouse, domestic partner, mother, father, sister, brother, grandmother, grandfather, child, mother-in-law, or father-in-law.

Teachers will be entitled to **3 days** for grandmother/grandfather of spouse or domestic partner, aunt, uncle, sister-in-law, brother-in-law of the applicant.

Upon request, the Superintendent may grant additional days.

Personal Leave: Article 20.02 *Modify:*

Three (3) 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.

13. **Substitute Teachers: Article 23: 23.01: *Modify:***
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. **When a substitute moves to another long-term position within a month, the \$210 per day rate will be maintained for that long-term assignment without starting the probationary period again.** Any substitute teaching done on a short term/daily basis in the interim (while waiting for the new long-term position) will be paid at the regular substitute pay.

14. **Duration: Article 31.01: *Modify:***
This Agreement shall continue in full force and effect until August 31, 2014 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.

15. **Teachers' Salaries: Appendix C:**

| MALDEN EA SALARY SCHEDULED 2013- 14 - (2%Retro) | | | | | | | |
|--|-----------|-------------|-----------|-------------|-------------|-------------|-------------|
| STEP | BA | BA15 | MA | MA15 | MA30 | MA45 | MA60 |
| 1 | 41,319 | 42,740 | 45,804 | 47,223 | 48,643 | 50,058 | 52,412 |
| 2 | 43,211 | 44,621 | 48,172 | 49,523 | 51,001 | 52,412 | 54,782 |
| 3 | 45,328 | 46,754 | 50,535 | 51,940 | 53,358 | 54,782 | 57,137 |
| 4 | 47,223 | 48,643 | 52,886 | 54,312 | 55,720 | 57,138 | 59,495 |
| 5 | 49,115 | 50,536 | 55,256 | 56,666 | 58,089 | 59,495 | 61,868 |
| 6 | 51,001 | 52,412 | 57,613 | 59,031 | 60,447 | 61,868 | 64,220 |
| 7 | 52,894 | 54,312 | 59,967 | 61,396 | 62,816 | 64,220 | 66,583 |
| 8 | 55,256 | 56,666 | 62,816 | 64,220 | 65,644 | 67,056 | 69,426 |
| 9 | 57,613 | 59,031 | 66,583 | 68,004 | 69,496 | 70,833 | 73,204 |
| 10 | 59,967 | 61,396 | 70,364 | 71,784 | 73,206 | 75,092 | 77,446 |
| 11 | 65,455 | 66,905 | 76,494 | 77,845 | 79,315 | 80,771 | 83,224 |

16. **Delete Nurse Supervisor from the Recognition Clause and transfer/Add to Unit B Recognition Clause.**

17. **Computer Technicians: Appendix I, #3: Vacation Days: Delete and replace with 3 and 3.01:**

3. Computer technical employees shall receive twenty-two (22) days of vacation. Employees shall not carry over more than fifteen (15) vacation days per year.

3.01 Computer technical employees hired after June 30, 2014 shall have the following vacation schedule:

1-5 years of service 10 days

6-10 years of service 15 days

10+ years of service 20 days

#5: RIF Add 5.01:

Previously accumulated, unused leave, sick and vacation days will be restored to all returning computer technicians and data assistants.

#7: Salary: Delete and replace with:

7. Percentage of salary raise given in the middle of the work year (July1st-June30th) would be the end of December-beginning of January for a 52 week employee.

7.1. Technicians and Data Assistants Salary Schedule: Appendix I

MALDEN TECH 2013-14 SALARY SCHEDULE

| 2% Retro | | | | | |
|-----------------|-----------------|-----------|-----------|-------------|-----------|
| Step | Data Asst. (DA) | Tech (AS) | Tech (BA) | Tech (BA15) | Tech (MA) |
| Step 1 | 32,370.26 | 44,365.19 | 45,973.07 | 47,580.96 | 49,188.85 |
| Step 2 | 33,978.15 | 45,973.07 | 47,580.96 | 49,188.85 | 50,796.73 |
| Step 3 | 35,586.04 | 47,580.96 | 49,188.85 | 50,796.73 | 52,404.62 |
| Step 4 | 37,193.92 | 49,188.85 | 50,796.73 | 52,404.62 | 54,012.51 |
| Step 5 | 38,801.82 | 50,796.73 | 52,404.62 | 54,012.51 | 55,620.40 |
| Step 6 | 40,409.71 | 52,404.62 | 54,012.51 | 55,620.40 | 57,228.28 |
| Step 7 | 42,017.59 | 54,012.51 | 55,620.40 | 57,228.28 | 58,836.17 |
| Step 8 | 43,625.48 | 55,620.40 | 57,228.28 | 58,836.17 | 60,444.06 |
| Step 9 | 45,233.37 | 57,228.28 | 58,836.17 | 60,444.06 | 62,051.94 |
| Step 10 | 46,841.26 | 58,834.03 | 60,444.06 | 62,051.94 | 63,659.83 |
| Step 11 | 49,917.20 | 62,275.57 | 63,932.18 | 65,588.79 | 67,245.41 |

Longevity: Service Increments - Appendix G:

The following Longevity schedule will remain in effect for 2013-2014:

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

18. Appendix D – **Differentials and Appendix E- Athletic Salaries:** For 2014-2015 both Appendix D and Appendix E will receive a 2% increase.