

Memorandum of Agreement
Between
The Malden Education Association
And
The Malden School Committee

Unit A
2019-2022

Except as indicated herein, the agreement between the parties effective September 1, 2017 to August 31, 2019 will continue in full force and effect.

1. Article 2 Negotiation Procedure
Section 2.03 change from printing to will be made electronically

2. Article 4 Salaries
Section 4.01 Increase Appendix C Teachers' Salary Schedules and Appendix I Computer Technicians and Data Assistants section 7 by 2% 2019-20, 2% 2020-21, 2% first day of 2021-22 and 1% 91st day of 2021-22; Increase Appendix G Service Increments by 2% 2020-21
Section 4.14 and 4.16 delete

3. Article 5 Teaching Hours and Teachers Load
Section 5.01 change Pre-School and Kindergarten to 8:00 – 11:00 am and 11:30 – 2:00 pm; add Early Learning Center student start and dismissal time will be 8:00 am – 2:00 pm, the workday for teachers will be 7:45 am - 2:15 pm

Section 5.05 delete sentences 3 through 6 and "Thereafter" from the last sentence
Section 5.09.02 delete and replace with:

The parties agree to form a joint labor management committee (JLMC) by September 1, 2019, with equal representation, to address concerns about daily prep time, common planning time and teacher schedules. Recommendations of the JLMC will be given to the parties by February 29, 2020 and will be the subject of bargaining, at the request of either party, with an implementation goal of the 2020-21 school year.

4. Article 8 Non Teaching Duties
New Section 8.03 Teachers will be required to keep the online grading system of student grades up to date within 10 school days.

5. Article 10 Teacher Assignment
Section 10.05.01 delete last line
Section 10.05.03.02 Add new paragraph Teachers with professional teachers status shall be laid off within a discipline based on a teacher's job performance and the best interest of the students. Teacher's job performance and best interest of the students shall be defined as the teacher's past two summative overall evaluation ratings. Ties shall be broken by seniority.

6. Article 14 Teacher Evaluation

Add language back that was removed:

- 14.02 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.

14.03 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.

14.04 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.

14.05 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.

14.06 No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

7. Article 18 Sick Leave Bank

Section 18.02.08 delete portion of language that has expired

8. Article 21 Extended Leaves of Absence

Section 21.02.01 Add A non-birth parent may access their accrued sick time for up to six (6) weeks.

9. Article 23 Substitute Teachers delete

10. Article 29 Agency Fee delete

11. Article 30 School Councils and Site Based Management

Section 30.06 delete

12. Article 31 Duration

Change the date to August 31, 2022

New articles:

13. Joint Labor Management Committee on Special Education and Student Instructional Support Professionals (SISP)

The parties agree to establish a joint labor management committee (JLMC) with an equal number of members selected by each party. The JLMC will meet regularly and will collect and review system wide data relating to:

- Special educator and SISP caseloads including but not limited to numbers of students assigned and/or served, the requirements of IEPs within educator caseloads/assignments, and the number of service delivery hours
- Frequency of loss of educator and SISP preparation time and frequency of loss of duty free lunch time.

The JLMC will:

- Identify areas of concern and propose solutions to caseload issues, as needed, including a menu of options to solve the concerns identified;
- Monitor the equitable distribution of students/services and service delivery hours no less than three times a year, at least once in the fall, winter and spring;
- Share data, issues identified and possible solutions, as needed
- Review and make recommendations related to issues that may arise from the data collective and analysis listed above.

JLMC recommendations will be the subject of bargaining upon the request of either party.

14. Joint Labor Management Committee on Health and Safety

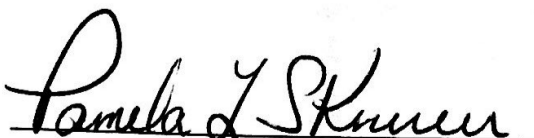
The parties agree to form a joint labor management committee to address concerns about health and safety issues. The Health and Safety JLMC shall have equal representation from the parties and will work on district-wide and building based health and safety problems identified by teachers and/or the administration.

15. Appendices D and E

The parties agree to review and update the lists in Appendices D and E. Once the review is completed the appendices will be updated to reflect any changes to the lists.

16. Appendices C, I7 and G

17. New Educator Program


 Pamela L Skinner
 Malden Education Association

7/22/19
 Date


 Malden School Committee

07/25/2019
 Date