

**AGREEMENT**  
**BETWEEN**  
**THE MALDEN SCHOOL COMMITTEE**  
**AND**  
**THE MALDEN EDUCATION ASSOCIATION**  
**UNIT B**  
**SEPTEMBER 1, 2019 - AUGUST 31, 2022**

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AND  
THE MALDEN EDUCATION ASSOCIATION  
(Unit B)  
SEPTEMBER 1, 2019 TO AUGUST 31, 2022**

**PREAMBLE**

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

**ARTICLE 1: RECOGNITION**

- 1.01 The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of a unit consisting of all professional administrative employees of the Malden Public Schools, but excluding the Superintendent, Assistant Superintendents, Business Manager, Administrator of Pupil Personnel Services, Supervisor of Attendance, and Principals. Any new or reorganization position will be discussed with the Association. Job descriptions will be reviewed with the Association and salaries will be negotiated.

**ARTICLE 2: NEGOTIATION PROCEDURE**

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

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

### **ARTICLE 3: GRIEVANCE PROCEDURE**

#### **3.01 DEFINITIONS**

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

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

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

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

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

#### **3.02 PURPOSE**

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

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

#### **3.03 PROCEDURE**

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

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

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

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

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

#### 3.03.06 LEVEL ONE

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

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

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

- b. In the event that an informal conference under (a) does not resolve the matter, or one of the parties to the grievance does not wish to use that procedure, the claimant may file a formal grievance in writing with the appropriate supervisor as listed in (a).
- c. Within five (5) days of the filing of a formal grievance under Paragraph 3.03.06.b herein above, a meeting shall take place between the appropriate supervisor, the claimant and the Association representative and an answer to the grievance shall be given in writing no later than five (5) days after said meeting.

#### 3.03.07 LEVEL TWO

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

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

3.03.08 LEVEL THREE

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

3.04 RIGHTS OF THE PARTIES

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

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

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

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

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

**ARTICLE 4: SALARIES**

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

4.02 All Unit B members will be enrolled in Direct Deposit, and paid to a bank designated by the

member.

- 4.03 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, their 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.

#### **ARTICLE 5: WORK DAY AND YEAR**

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

The work year for all Unit members shall be July 1 – June 30.

<u>Title</u>	<u>Work Days</u>
Assistant Principals (K-8)	206
House Principals (9-12)/Program Managers	206
Nurse Manager	206
District-wide Instructional Technology Implementation Specialist	206
Directors	
STEM	220
Humanities	220
Reading and Title 1	220
Guidance	220
Athletics, Physical Education and Health	220
ELL	220

- 5.05 The Wednesday preceding Thanksgiving shall be a half day.
- 5.06 Effective September 1, 2020, vacation days will be eliminated. Directors shall use any vacation days allotted for the 2019-2020 school year by August 31, 2020. Directors employed by the District in the 2019-2020 school year will be awarded their 22 vacation days for the school year 2019-2020 on July 1, 2020. Directors will be paid for up to thirty-seven (37) of their unused vacation days in the pay period immediately following September 1, 2020.



## **ARTICLE 6: CLERICAL DUTIES**

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

## **ARTICLE 7: ADMINISTRATOR EMPLOYMENT**

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

## **ARTICLE 8: REDUCTIONS IN FORCE**

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

## **ARTICLE 9: TRANSFERS**

- 9.01 The unit member who is requesting a voluntary transfer to a vacancy in Unit A shall make the request in writing to the Superintendent or their designee no later than May 1 preceding the school year the transfer is to be effective.

- 9.02 In determining which unit member will be involuntarily transferred when one or more qualified persons could be affected, length of service in the Malden Public Schools and the needs of the system shall be the principal factors in selecting the person to be transferred. If the senior person is involuntarily transferred, the administration shall, if requested in writing, supply written rationale for the transfer.
- 9.03 The unit member who is going to be involuntarily transferred may request a meeting with the Superintendent to discuss the transfer before the transfer is complete.

#### **ARTICLE 10: VACANCIES**

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

#### **ARTICLE 11: ADMINISTRATOR EVALUATIONS**

- 11.01 The purpose and philosophy of evaluations is to assess the effectiveness of education in the public schools of Malden. Evaluation will be a continuous, constructive, and cooperative process between the evaluator and the administrator. The goal of the evaluation process is to improve job performance by providing reinforcement and acknowledgment of an administrator's strengths and by providing assistance in helping administrator's to improve in those areas specifically identified and substantiated as areas in which improvements are desired. Evaluations will also provide a record of facts and assessments for personnel decisions.
- 11.02 Administrators shall have the right, upon request, to review the contents of their personnel file. An administrator will be entitled to have a representative of the Association accompany them during such review.
- 11.04 No material derogatory to an administrator's conduct, service, character or personality will be placed in their personnel file unless the administrator has had an opportunity to review the material.

The administrator will acknowledge that s/he has had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature is no way, indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material, and their answer shall be reviewed by the Superintendent and attached to the file copy.

- 11.05 Any complaints regarding an administrator made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the administrator.
- 11.06 The Association recognizes the authority and the responsibility of the principal, assistant superintendent, or Director of Pupil Personnel Services for disciplining or reprimanding an administrator for delinquency of professional performances. If an administrator who has served in their position for over three years is to be disciplined or reprimanded, they will be entitled to have a representative of the Association present. "Discipline" or "reprimand" does not include a discussion with the administrator concerning their progress or procedures.

- 11.07 No administrator will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- 11.08 A subcommittee made up of up to three (3) members of Unit B and three (3) members of administration will meet beginning in November of 2019 to design an evaluation instrument. The subcommittee will report out and make recommendations by March 1, 2020. The parties agree to bargain, if necessary, any changes as a result of the recommendations of the subcommittee.

#### **ARTICLE 12: ADMINISTRATOR FACILITIES**

- 12.01 Off-street parking or parking sticker privilege for street parking of administrators' automobiles will be when available.

#### **ARTICLE 13: ASSOCIATION RIGHTS AND PRIVILEGES**

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

## **ARTICLE 14: SICK LEAVE**

- 14.01 Directors or 220-day employees will be entitled to eighteen (18) sick leave days each year and Administrators or 206-day employees will be entitled to fifteen (15) sick leave days each year as of their first official day of said school year, whether or not they report for duty on that day, except in the case of first year administrators, who will be entitled to their sick days when they report for duty. Sick leave may be accumulated from year to year without limit. Sick leave is for personal illness; however, up to thirty (30) days of sick leave may be used each year for the illness of a family member of an administrator's household or an immediate family member. With the approval of the Superintendent, up to fifteen (15) days of sick leave may be used each year for the illness of a significant friend residing outside of an administrator's household.
- 14.02 An administrator who is absent in excess of five consecutive days shall call the Superintendent's designee indicating the anticipated date of return to work. Should the absence continue to ten consecutive days, the unit member shall, if the Superintendent requests in writing, provide a doctor's certificate setting forth the diagnosis and prognosis of the illness and an opinion as to when the unit member will be able to work. The Committee may request an additional examination by another doctor at the Committee's expense if the period of illness or disability is for a period in excess of 15 school days. The Committee shall submit a list of three doctors, and the administrator shall choose one of the three.
- 14.03 Additional days leave for illness in the family may be authorized by the Superintendent in accordance with previous practice and existing rules and regulations of the School Committee.
- 14.04 If in the actual performance of duty a battery occurs, an administrator shall be credited with sick leave in addition to that credited to them at the time of his /her battery. The additional sick leave shall be equal in duration to the period of their absence as a result of such battery.
- 14.05 If in the actual performance of duty an injury occurs, an administrator shall be credited with leave up to fifteen (15) school days, which days shall be granted prior to the regular sick leave to which this administrator is entitled.
- The additional days shall be granted subject to medical proof that the injury occurred in the actual performance of duty.
- 14.06 In instances where there is a loss of pay resulting from absence, the daily rate for the deduction will be determined by dividing the administrator's annual salary by the number of days in their work year.
- 14.07 An annual statement will be provided each September stating the number of sick days accumulated.

## **ARTICLE 15: SICK LEAVE BANK**

- 15.01 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:
- 15.01.01 Each member of the bargaining unit will have one sick-leave day deducted from his yearly allotment to initially implement the bank.
- 15.01.02 All members of the bargaining unit will participate in and be eligible for the Sick Leave Bank.

- 15.01.03 Should the "bank" fall below 100 days, each member of the unit will be assessed to contribute a sick-leave day.
- 15.01.04 If a member has no sick leave days, they will automatically be assessed the day owed at the end of September of the following year.
- 15.01.05 Should a member leave the system owing a sick-bank day, they shall be liable for a substitute's daily pay.
- 15.01.06 When a Unit B member enters the system, they shall have one sick leave day deducted for the bank after thirty (30) days of employment. This provision will not be applied to Unit B members entering after May 15.

15.02 THE SICK LEAVE BANK WILL BE ADMINISTERED AS FOLLOWS:

- 15.02.01 The Sick Leave Bank Committee shall be composed 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.

- 15.02.02 Before being eligible to draw on the Sick Leave Bank, all sick leave, current and accumulated, must be exhausted with the following exception: a member who, through illness, anticipates he will exhaust all available leave may apply ten days prior to exhaustion of their sick leave.
- 15.02.03 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."
- 15.02.04 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.
- 15.02.05 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 11.
- 15.02.06 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.
- 15.02.07 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. Members of the unit 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 members's daily pay rate (1/220 or 1/206 of the member's yearly salary\*) at the time the member last worked. (\*Eff. 9/95)

15.02.08 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.

15.02.09 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.

#### **ARTICLE 16: RETIREMENT**

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

16.02 Upon retirement or layoff covered under Article 8 (Reductions in Force), an administrator shall receive \$20.00 per day for all unused sick leave. In the event of the death of an administrator, the administrator's estate will be awarded \$20.00 per day for each day of unused sick leave that the administrator has accrued as of the date of their death.

#### **ARTICLE 17: TEMPORARY LEAVES OF ABSENCE**

17.01 Administrators will be entitled to temporary leaves of absence with pay up to five days each school year upon application and approval by the Superintendent of Schools for the death of a spouse or domestic partner, mother, father, sister, brother, grandmother, grandfather, child, mother-in-law or father-in-law. Administrators will be entitled to three days for grandmother or grandfather of a spouse or domestic partner, aunt or uncle or sister-in-law or brother-in-law of the applicant.

17.02 Three days of personal leave may be utilized during any school year for imperative personal business which could not be effectively conducted outside of 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. These personal days 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.

17.03 The Committee encourages visits by administrators to other school systems and attendance at educational meetings for the purpose of study and examination of new and different educational strategies, curricula, or plans. Accordingly, permission for such visitations will be given upon application to and approval by the Superintendent.

17.04 A bargaining unit member serving on jury duty shall receive the difference between the member's per diem salary and the amount received while on jury duty, excluding meal and travel expenses.

## **ARTICLE 18: EXTENDED LEAVES OF ABSENCE**

- 18.01 A leave of absence without pay of up to two (2) years will be granted to any administrator who joins the Peace Corps or any other educational program approved by the Committee or serves as an exchange administrator and is a full-time participant in such programs. Upon return from such leave, an administrator will be considered as if they were actively employed by the Committee during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent.
- 18.02 An administrator who becomes a parent by birth or adoption shall be eligible for a child-rearing leave in accordance with the following provisions:
- 18.02.01 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 8 weeks.
- 18.02.02 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.
- 18.02.03 If the child is received or born after December 31 of the work year, the unit member may have an unpaid leave until the first work day of the next school year or the first work day of the next subsequent work year as requested by the unit member.
- 18.02.04 A non-birth parent may access their accrued sick time for up to six (6) weeks.
- 18.03 All benefits to which a unit member was entitled at the time a leave of absence commenced, including unused accumulated sick leave, will be restored upon return from leave. Administrators returning from leave shall be entitled to a position in the unit.
- 18.04 All requests for extensions or renewals of leaves will be applied for and granted in writing.
- 18.05 The parties agree that for purposes of the Federal Family Medical Leave Act (FMLA), the twelve work weeks of leave during any twelve month period will be measured by using a "rolling" twelve month period, measured backward from the date an employee uses any FMLA leave.
- 18.06 Any administrator on an extended leave of absence must notify the Superintendent of their intent to return in writing by April 15.

## **ARTICLE 19: SABBATICAL LEAVES OF ABSENCE**

- 19.01 One semester's leave of absence at full pay or one year's leave of absence at half pay for professional improvement through study may be granted by the Malden School Committee to members of the administrative staff of the Malden Public Schools subject to the following conditions:
- 19.01.01 Such leaves shall be granted only to personnel who are of professional administrator status in the Malden Public Schools. The number of leaves to be granted shall be determined each year by the Superintendent.
- 19.01.02 Applications from eligible applicants must be submitted prior to April 15 for leave beginning the following September or the following February.

- 19.01.03 Each application must include a proposed plan of study or research, a statement of the applicant's professional purpose and the expected value to the Malden Public Schools. The application should include the name of the school to which they intends to apply. Leave may be granted conditionally upon their being accepted to that school.
- 19.01.04 In granting leaves of absence, the Superintendent will take into consideration the recommendation of the Superintendent and a committee appointed by them, consisting of administrators and teachers, and the educational value to the Malden Public Schools of the proposed project. Persons applying for Sabbatical Leave shall be notified in writing prior to June 1 of the Superintendent's decision. The reasons for granting or denying such leave shall not be required to be part of such written notice.
- 19.01.05 Personnel granted leaves of absence will receive full pay for one semester or half pay for one year. Professional teaching status, regular salary increments, and status shall not be impaired.
- 19.01.06 Prior to the granting of such leave, an applicant shall enter into a written agreement with the Malden School Committee that, upon termination of such leave, they 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, they will refund to the City of Malden an amount equal to such proportion of salary received by them while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered unless this failure is due to illness, disability or death, and shall be so stated on his record.
- 19.01.07 Tuition costs for one semester will be defrayed by the Malden Public Schools. For those administrators who are granted a Sabbatical Leave for a second semester, the Committee will pay one-half the tuition costs for this second semester.
- 19.01.08 The Superintendent may require progress reports from members on Sabbatical Leave and may, in its discretion, terminate any leave which does not reflect the best interests of the Malden Public Schools.
- 19.01.09 The Superintendent reserves the right to make such further rules and regulations on this matter as it deems advisable.
- 19.01.10 When an administrator returns from a Sabbatical Leave, if a change in assignment is necessary, they will be considered under the conditions of involuntary transfer, Article 9.

## **ARTICLE 20: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- 20.01 The Malden Public Schools will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences, or other professional improvement sessions at the request, and with the advance approval of these expenses by the Superintendent, or, in the case of inter-state travel, of the School Committee.
- 20.01.01 Each administrator in Unit B is entitled to make an application for Professional Development funds for such expenses as membership(s) in Professional Organizations, conferences and workshops. This is not intended to be an all-inclusive list of opportunities.



An application form will be available. Such application will include the name of the Professional Development, the cost associated, the purpose of the Professional Development as it relates to district-wide or school based initiatives, and how the Professional Development will benefit the district.

#### **ARTICLE 21: INSURANCE/ANNUITY PLAN/403b**

- 21.01 Administrators will be covered for the duration of this Agreement for insurance coverage in compliance with Chapter 32B. The current Malden unit coverage is as follows:
  - 21.01.01 A \$2,000 term life insurance plan.
  - 21.01.02 The medical coverage is Harvard Pilgrim Healthcare with the City of Malden paying 80 percent of the HMO premium and 75 percent of the PPO premium.
- 21.02 Administrators will be eligible to participate in a "tax-sheltered" Annuity Plan established pursuant to United States Public Law No.87-370.
- 21.03 A representative elected by the Association will serve on the City Insurance Commission.
- 21.04 In the event that any administrator is on leave of absence, insurance benefits provided above shall continue for the duration of the leave with payments to be made by the individual administrator in accordance with requirements or ordinances of the City of Malden.

#### **ARTICLE 22: ADMINISTRATOR PARTICIPATION IN RESEARCH, POLICY AND CURRICULA**

- 22.01 Although the adoption of the educational policy is vested in the Committee by the laws of the Commonwealth, the Committee agrees to investigate, examine, adopt recommendations and develop programs together with the Association. The Association agrees to participate in the planning, research and development of educational programs and will meet at the Committee's request to discuss any problems in this area.
- 22.02 A list of supplies ordered by the School Department for instructional purposes will be posted, and administrators given the opportunity to request additional items.
- 22.03 The dates of the release days for in-service training will be made a part of the school calendar each year.

#### **ARTICLE 23: DUES DEDUCTION**

- 23.01 The Committee agrees to deduct 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:
  - 23.01.01 New members shall submit the dues authorization card provided by the Malden Education and Massachusetts Teachers Association on their membership form.
  - 23.01.02 Continuing members shall not fill out a dues card but shall have their deductions continued nom year to year in accordance with Chapter 180, Section 17C which says:

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

- 23.02 The Association will certify to the Committee, in writing, the rate and changes in the membership dues.
- 23.03 Deductions referred to in 23.01 will be made in a matter agreeable to the parties.
- 23.04 No later than December 10 of each year the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for the Association. The Committee will notify the Association monthly of any changes in said list. Deductions shall continue to be made and authorizations, therefore, shall remain in effect until (a) the termination of the Agreement between the Committee and the Association providing for such deductions; (b) written revocation of the authorization; (c) transfer of an administrator out of the bargaining unit; or (d) knowledge by the Committee that the administrator is no longer a member of the Association.

**ARTICLE 24: DURATION**

- 24.01 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be contrary to current or hereafter enacted laws or regulations, then such provision or application shall be invalid, except to the extent permitted by law, but all other provisions of applications will continue in full force and effect.
- 24.02 This Agreement shall continue in full force and effect until August 31, 2022, unless sooner terminated or extended by agreement of the parties hereto, or unless sooner terminated by operation of laws or decree or judgment or any governmental authority having jurisdiction thereof. IN WITNESS WHEREOF, the parties hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Malden School Committee

\_\_\_\_\_  
Malden Education Association

APPENDIX A: SALARY SCHEDULES

2019-2020 – 2%

<b>Titles</b>	<b>Work Days</b>	<b>Salary</b>
Assistant Principals (K-8)	206	120,871.76
House Principals (9-12)	206	120,871.76
Program Managers	206	120,871.76
Director of STEM	220	125,323.97
Director of Humanities	220	125,323.97
Director of Instructional Technology	220	125,323.97
Director of Literacy	220	125,323.97
Director of Guidance	220	125,323.97
Director of Athletics	220	125,323.97
Director of ELL Services	220	125,323.97
Director of Nursing	220	125,323.97
Director of Science & Health	220	125,323.97
Director of Math	220	125,323.97
Director of Foreign Language	220	125,323.97
Director of Career Development	220	125,323.97
Director of History & Social Studies	220	125,323.97

2020-2021 – 2%

<b>Titles</b>	<b>Work Days</b>	<b>Salary</b>
Assistant Principals (K-8)	206	123,289.19
House Principals (9-12)	206	123,289.19
Program Managers	206	123,289.19
Director of STEM	220	127,830.45
Director of Humanities	220	127,830.45
Director of Instructional	220	127,830.45
Director of Literacy	220	127,830.45
Director of Guidance	220	127,830.45
Director of Athletics	220	127,830.45
Director of ELL Services	220	127,830.45
Director of Nursing	220	127,830.45

Director of Science & Health	220	127,830.45
Director of Math	220	127,830.45
Director of Foreign Language	220	127,830.45
Director of Career Development	220	127,830.45
Director of History & Social Studies	220	127,830.45

2021-2022 –  
 2% on September 1  
 1% on March 1

<b>Titles</b>	<b>Work Days</b>	<b>Salary (2% on September 1)</b>	<b>Salary (1% on March 1)</b>
Assistant Principals (K-8)	206	125,754.97	127,012.52
House Principals (9-12)	206	125,754.97	127,012.52
Program Managers	206	125,754.97	127,012.52
Director of STEM	220	130,387.06	131,690.93
Director of Humanities	220	130,387.06	131,690.93
Director of Instructional	220	130,387.06	131,690.93
Director of Literacy	220	130,387.06	131,690.93
Director of Guidance	220	130,387.06	131,690.93
Director of Athletics	220	130,387.06	131,690.93
Director of ELL Services	220	130,387.06	131,690.93
Director of Nursing	220	130,387.06	131,690.93
Director of Science & Health	220	130,387.06	131,690.93
Director of Math	220	130,387.06	131,690.93
Director of Foreign Language	220	130,387.06	131,690.93
Director of Career Development	220	130,387.06	131,690.93
Director of History & Social Studies	220	130,387.06	131,690.93

#### APPENDIX B: SERVICE INCREMENTS

Bargaining unit members who have served in the Malden Public School System shall be eligible

for salary increments after years of service in accord with the following criteria and stipends:

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

The following longevity schedule will remain in effect for the 2019-2020 school year and increase by 2% in the 2020-2021 school year.

10 <sup>th</sup>	\$1256.00
15 <sup>th</sup>	\$1954.00
20 <sup>th</sup>	\$3210.00
25 <sup>th</sup>	\$3908.00
30 <sup>th</sup>	\$5300.00

Increment	SY 2019-2020	SY 2020-2021 (2% increase)
10 <sup>th</sup>	\$1256.00	\$1281.12
15 <sup>th</sup>	\$1954.00	\$1993.08
20 <sup>th</sup>	\$3210.00	\$3274.20
25 <sup>th</sup>	\$3908.00	\$3986.16
30 <sup>th</sup>	\$5300.00	\$5406

#### APPENDIX C: EARLY RETIREMENT INCENTIVE PLAN

A Unit B member 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 Unit B member who submits a written notice of retirement three years in advance of the effective date of their 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 their retirement.
2. A Unit B member who gives written notice of their 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 Unit B member 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 Unit B member revokes acceptance of the early retirement benefits, that Unit B member 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 D: 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 the 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, an 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 resulting 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 E: MALDEN HEALTH INSURANCE

The contribution rate for health insurance will be as follows:

The employer contributing 80% and the employee contributing 20% for the HMO plan and the employer contributing 75% and the employee contributing 25% for the PPO plan..

