

Memorandum of Agreement  
Between  
The Malden Education Association  
And  
The Malden School Committee  
Units, A, B, and C

Except as indicated herein, the agreement between the parties effective September 1, 2019, to August 31, 2022 will continue in full force and effect.

**UNITS A, B, & C**

1. Duration

Change Unit A section 31.01, Unit B section 24.02, and Unit C section 17.02 to **August 31, 2025.**

2. Temporary Leaves of Absence

Delete existing language in Unit A section 20.01, Unit B section 17.01, and Unit C section 9.04 and replace it with:

**Employees in the bargaining unit shall be granted up to five days paid leave at any one time in the event of the death of the employee's family member, household member, non-traditional family member, or pregnancy loss. Employees shall suffer no loss in salary benefits, or other contractual or statutory advantages to which they are entitled, including seniority, on account of use of bereavement leave.**

3. High School Schedule

**One period in the two-day cycle will be the 'Flex' period for Social-Emotional Learning time (DESE code 2205). Teacher MHS staff will be provided with a template that lists the potential Flex activities and how they align to CASEL Standards. There will also be space provided for additional activities that may have been missed. This will allow staff to easily align activities with the standard.**

**Social-Emotional Learning Flex period shall not require preparation from teachers or delivery of curriculum.**

**Two "Flex Leader" positions will be added to Appendix D, Stipends and Differentials at a rate of \$6,000 each.**

4. Extended Leaves of Absence

Change Unit A section 21.02.01, Unit B section 18.02.01, and Unit C section 9.12 to:

**Parental Leave shall be granted to all bargaining unit members for pregnancy, childbirth, and/or bonding with a child during the first 12 months after birth, adoption, or placement.**

1. **The leave must commence upon receipt of the child or recovery from child-bearing disability. The leave may commence at the start of the school year if receipt of the child or recovery from child-bearing disability occurs during the summer break.**
2. **If the child is received or born before December 31 of the work year, and the unit member has no accrued sick time, the unit member may have an unpaid leave until the first workday of the next school year.**
3. **If the child is received or born after December 31 of the work year, and the unit member has no accrued sick time, the unit member may have an unpaid leave until the first workday of the next school year, or the first workday of the next subsequent work year as requested by the unit member.**

**Employees taking parental leave will be granted the following paid leave benefits prior to accessing any other paid leave benefits in the CBA:**

- a. **Up to 6 work weeks of paid Parental Leave, on consecutive work days, not from sick time.**
- b. **Up to an additional 6 paid work weeks may be taken, to be deducted from accumulated sick leave.**
- c. **If both parents are employees of the Malden Public Schools, both members will be entitled to the full leave.**

**The employee must be employed for a minimum of six (6) months to be eligible for this benefit.**

5. Professional Development and Improvement

- Add new Unit A section 24.02, Unit B section 20.02, and Unit C section 13.04:

**All educators in the Malden Public Schools shall have access to relevant and meaningful professional development opportunities in the District, as well as resources to access training outside of the District. All educators hired after the start of the school year will take part in on-boarding/training specific to their work assignment to set them up for success in educating the students in their classrooms/on their caseloads.**

- Add new Unit A section 24.03, Unit B section 20.03, and Unit C section 13.05:

**Beginning in the 2022-2023 school year, the School Committee shall fund an annual tuition reimbursement account of \$30,000. Upon the successful completion of a district approved course, a bargaining unit member will receive tuition reimbursement of \$500 within a school year. All courses taken for tuition reimbursement must be pre-approved by the Director of Human Resources. Tuition reimbursement is contingent upon a bargaining unit member clearly articulating in writing how the successful completion of the requested course will lead to improving the education of students in the Malden Public Schools. Application and reimbursement approval procedures will ensure that funds are distributed equitably and are available throughout the fiscal year. Successful completion of a course shall mean the satisfactory completion of a course with a grade of "C" or better from an accredited educational institution, or a passing grade, if an alpha/numeric grade is not available.**

6. Fully/Appropriately Staffed and Funded Schools

Add a new article to the collective bargaining agreements for Unit A, Unit B, and Unit C:

**The Association and Committee mutually recognize that fully staffed and fully funded schools underpin the structure of all legal, contractual, and ethical mandates relevant to the working and learning conditions in the Malden Public Schools. Beginning in the 2022-2023 school year, the Committee, in conjunction with the Association, will conduct an annual staffing needs analysis in order to determine staffing needs and action-oriented strategies to meet these needs, with the collaborative goal of meeting state minimum ratios and meeting current and future needs of all Malden Public**

**Schools students. This process shall not be used to justify a reduction in force nor involuntary transfers, whenever possible.**

- **This process will be informed by:**
  - **State and federal regulations and laws;**
  - **Recommendations from relevant professional organizations (example: Massachusetts School Counselor Association, ASHA, AOTA, Massachusetts Art Education Association, NAME, etc.); and**
  - **Recommendations from current staff through collaborative planning and inquiry with the Association.**
  - **Possible deliverables from this analysis may include, but are not limited to:**
    - **Grants/funding opportunities identified with action plan**
    - **Class size or caseload changes**
    - **Community outreach for position recruiting**

7. Health and Safety

- **Add new Unit A section 29.02, Unit B new Article 21, and Unit C New article 10 (renumber remaining articles as necessary):**

**The Committee and the Association are committed to proactively working to build an inclusive, positive working and learning climate that:**

- **Fosters student and staff health and development to each individual's fullest potential**
- **Develops respectful human relations at all levels and among all ages**
- **Works proactively to prevent conflict and violence in all forms**

**To that end, the District will adopt and enforce trauma-informed, equity-focused policies on the following:**

- **Non-Discrimination**
- **Anti-Harassment**
- **Anti-Bullying**

**In the interest of ensuring all staff are able to confidently and competently carry out the policies listed above with fidelity, staff will be provided mandatory,**

**compensated training. Unit A and B employees will receive this training during a regularly-scheduled Professional Development day. During the 2022-23 School Year, Unit C members will have the option to voluntarily participate in this training at their regular rate of pay. Effective with the 2023-2024 School Year, this training will be mandatory.**

- **Add new Unit A section 29.03, Unit B section 21.03, and Unit C new section 10.02:  
The Committee and the Association are committed to creating and maintaining a working and learning environment that is physically safe. The District will ensure that the following are provided for unit members:**
  - **A quick reference guide checklist poster/laminate sheet that outlines the building and specifics of “shelter-in-place” vs. “lockdown.”**
  - **A system for school staff to report broken locks on doors and windows in workspaces and estimates for a timely fix.**
  - **Site specific training re: barricades for specific types of classroom doors (in particular, addressing adjoining doors that do not lock).**
  - **Medical training such as basic first aid, including the use of a tourniquet.**
  - **Basic first aid supplies for every classroom and workspace.**

**Malden Public Schools will conduct regular annual security reviews of every public school building and work space, to be completed prior to the start of each school year. The consultant to conduct said review shall be agreed upon by the Association and the Employer.**

**Malden Public Schools shall implement all recommendations within 60 days of the report or as soon as possible thereafter, or, alternatively, to commence at the start of the subsequent school year.**

**The Association president and/or designee(s) shall be invited to join any building walk-throughs conducted for this purpose and be provided reasonable advanced notice.**

**The report shall be shared with the Association president and/or designee(s) as soon as it is available.**

**Every educator shall have a key or other means of accessing and locking all assigned workspaces.**

**Every classroom and/or workspace shall have a functioning telephone other than the employee's personal device.**

**Security procedures and protocols shall be made available to staff and students in the major languages of our school community and in a variety of media formats.**

8. Housing Justice

Attach the following resolution to each unit's respective Collective Bargaining Agreement as a new appendix:

**The Malden Public Schools and Malden Education Association agree to create a working group to identify unused city owned spaces to be converted into public housing for families of Malden Public Schools students.**

**The Malden Education Association and the Malden School Committee will actively demonstrate their ability to address homelessness for students and families by focusing on the issue and working with the Malden City Council to bring together public and private sector partners in an effort to create a pilot program to house homeless families. The Malden Education Association, Malden School Committee, and the City of Malden will work together with pilot partners with the goal of eliminating homelessness for families of students in the Malden Public Schools.**

**The Committee agrees to advocate that no evictions or foreclosures take place during the school year for Malden Public Schools families and for the support small scale landlords need to ensure that they are able to maintain their mortgages.**

**The Malden Education Association and the Malden School Committee will advocate that the City of Malden encourage developers who are building within a ½ mile**

radius of a Malden Public School building solicit community input on the project's impact on affordable housing (e.g. from the school site council, MEA, School Committee, etc.).

## UNIT A

### 9. Article 5, Teaching Hours and Teaching Load

- Change section 5.08 to read:  
**Teachers shall be required to attend three (3) parent/caregiver conferences per year: one for a fall open house, the second after the first marking period, and the third after the second marking period. At least one parent/caregiver conference shall be scheduled to be held during the afternoon.**
  
- Section 5.14.04:  
Delete "five (5) days" and replace with "**six (6) days.**"
  
- Section 5.14.04:  
Delete "All prior accumulated Flextime will remain available through June 30, 2019 (5 years)."
  
- Section 5.03:  
**Teachers attending all professional development included in the approved school year calendar will receive 2 in-service credits. These in-service credits are eligible to accumulate toward salary lane changes.**
  
- Section 5.03.1:  
**Five (5) early release days will be provided in the approved school calendar for professional development. Unit members shall be required to attend meetings to discuss curriculum or other building issues as determined by the building principal.**

### 10. Article 6, Class Size

Add the following language to section 6.01:

**Effective for the 2022-2023 school year, there will be a defined meeting schedule for all SISPs and teachers who service English Learners, students on IEPs, and students on 504s to meet with school and district administrators to review caseloads and work to ensure that caseloads are divided up in a way that is equitable in regard to number of students, student needs, etc.**

- 1. SISPs, school administrators, and district administrators will work collaboratively throughout SY 2022-2023 the duration to determine appropriate caseload maxima.**
- 2. The group will work on a process by which caseloads of individual SISPs who believe their caseloads are inequitable or unmanageable can be reviewed and remediated.**
- 3. Recommendations from this group will be reported to the Malden School Committee and the Malden Education Association and are subject to collective bargaining.**
- 4. Definitions:**
  - a. Caseload refers to the number of students with Individualized Education Programs (IEPs), Individualized Family Service Plans (IFSPs), and 504 plans served by school-based therapists through direct and/or indirect service delivery options.**
  - b. Workload refers to all activities required and performed by school-based Therapists. Workload includes the time spent providing face-to-face direct services to students as well as the time spent performing other activities necessary to support students' education programs, implement best practices, and ensure compliance with the Individuals with Disabilities Education Improvement Act of 2004 (IDEA, 2004) and other mandates.**



11. Article 8, Non-Teaching Duties

- Amend 8.02 to read:  
**Teachers are required to take daily attendance in the District student information system each class/period unless the teacher has the same students each period (e.g. self contained, lower elementary, etc.). The parties agree that attendance data shall be used for safety and school/district accountability purposes only and shall not be used for evaluative or disciplinary purposes.**
- Amend 8.03 to read:  
**Teachers will be required to keep the District student information system of student grades up to date within ten (10) days.**

12. Article 29, Health and Safety

- Rename Unit A, Article 29, “**Health and Safety**”
- Begin numbering of Article at 29.01

**Unit B**

13. Article 5, Work Day and Year

- Add new 5.07:  
**If it is necessary in the judgment of a bargaining unit member to work any days that are in addition to that member’s normal work year, whether during a vacation or other non-work days, in order to complete professional responsibilities; and that member receives authorization by the member’s immediate supervisor to work the additional day(s); then the bargaining unit member who works any additional days shall receive additional compensation for each day at the per-diem rate of that member.**
- Add new 5.08:  
**Unit members shall attend meetings or other on-site requirements before 7:00 AM, and after 4:00 PM only at the election of the unit member. Such meetings or other on-site requirements shall not be mandatory, and shall not be scheduled without the prior uncoerced agreement of the unit member.**

- Add new 5.09:  
**If school is canceled before school staff report to work, unit members will not be required to report to work. If school is canceled after school staff report to work, unit members shall be allowed to leave when Unit A and Unit C members are released.**
- Add new 5.10:  
**Unit members shall be given at least two (2) school days' notice of School Committee meetings, special or regular, or other conferences beyond the typical work day, if their attendance is required by the Committee and/or the Superintendent.**

14. Article 12, Administrator Facilities

- Rename Article 12 to **"Administrator Facilities, Equipment, and Workspaces"**
- Add new 12.01:  
**Space will be provided in each workspace in which all unit members may safely store and lock 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.**
- Add new 12.02:  
**The District shall furnish each Unit member with the proper equipment to reasonably fulfill professional responsibilities, upon the request of that member. Such equipment shall include (but is not limited to): a fully functioning office chair, access to all school department printers, and a land-line telephone. Assistant Principals will be provided with an individual office printer. The Nursing Director and the Athletic Director will be provided with a cell phone issued exclusively for job-related professional matters.**

15. Article 11, Administrator Evaluations

**The parties agree to form a subcommittee comprised of representatives from the Administration and the Association for the purpose of developing an evaluation procedure and instrument. The evaluation instrument and procedure is subject to ratification by both parties.**

16. Add new section:

**Unit B members are eligible to apply for unfilled Unit A stipended positions after being posted for 10 days. If such positions are awarded, a unit member's work in this type of position must not interfere with or take place simultaneously with their regular responsibilities.**

**Unit C**

17. Article 1, Recognition

- Section 1.01: Delete the word "paraprofessionals" and replace it with "**education support professionals**".
- Replace "paraprofessional(s)" with "**education support professionals**" throughout the agreement.

18. Article 5, Work Hours and Work Year

- Change section 5.05 to read:  
**Effective with the start of the 2023-24 school year, education support professionals will have a duty-free lunch period of thirty (30) minutes every day. Lunch periods can be scheduled by the building administrator between 10:45 A.M. and 1:15 P.M. Upon ratification of this agreement, the Administration will make every effort to comply with the requirements of this section during the 2022-23 school year.**
- Add a new section 5.09:  
**In the event that a teacher is absent in a classroom that has education support professionals assigned to the classroom as their regular workday assignment, the education support professional will be assigned as a substitute for the teacher. In**

**the event of a long-term substitute assignment, if the education support professional assigned to the classroom possesses an educator licensure for the appropriate grade level and/or subject, the education support professional will be the long-term substitute for the class.**

19. Article 9, Benefits

- 9.02: Delete “ten (10) days” from the second sentence and replace with “**thirty (30) days**”
- Move sections 9.07 and 9.11 to Article 13, Professional Development and renumber appropriately
  - Number the existing paragraph in Article 13 as 13.01, section 9.07 as 13.02, and section 9.11 as 13.03.

20. Article 10, Sick Leave Bank

- Change the last sentence to read, “. . . **found in Appendix C of this Agreement.**”
- Change all references to “Unit A” to “**Unit C**”

21. NEW Article 14 Technology (renumber remaining articles)

- **14.01:**  
**The District shall provide all education support professional with working Chromebooks and/or laptops, as well as the appropriate accessories to accompany them (chargers, headphones, protective cases, etc.) All Chromebooks and/or laptops and their accessories shall be maintained by the District and replaced on a schedule.**
- **14.02:**  
**All education support professionals will be offered technology training by the District. Technology training shall be offered regularly, at different skill levels, and whenever new equipment or software is introduced to employees.**

22. Article 8 Evaluation

Delete Section 8.01 and renumber the remainder of Article 8.

## COMPENSATION

### Units A & B

23. Effective after ratification of this agreement, all members of Units A, & B shall receive a one-time payment of \$1,000.
  
24. Effective on the last day of the 2023-2024 contract year (August 31, 2024), all members of Units A & B shall receive a one-time payment of \$1,000.

### Unit A

25. Retroactive to September 1, 2022, Step 1 shall be deleted from the Appendix C and Appendix I pay scales and the remaining steps shall be renumbered. All employees on the deleted Step 1 shall be moved to the new Step 1, formerly Step 2.
  
26. Add new Section 4.15:  
**Any unit member required to work outside of the contractual workday will be paid an hourly rate of \$37 per hour retroactive to September 1, 2022.**
  
27. 3% Cost of Living Adjustment retroactive to September 1, 2022.
  
28. 2% Cost of Living Adjustment effective on the 92<sup>nd</sup> day of the 2022-23 school year.
  
29. Effective September 1, 2023, add a new Step 11 to the Appendix C and I pay scales at 3% above Step 10.
  
30. 3% Cost of Living Adjustment effective September 1, 2023.
  
31. 2% Cost of Living Adjustment effective September 1, 2024.
  
32. The annual Cost of Living Adjustment shall be applied to the Appendix D Stipends and Differentials and Appendix E Athletic Salaries for the duration of the agreement.
  
33. Increase longevity payment after completion of 10 years to \$2,000. Increase all other levels by \$250.

### Unit B

34. Degree Recognition

**The parties agree that Unit B members, as highly qualified leaders in the district should be recognized for their commitment to furthering their education:**

- **M+60: \$1,500**
- **CAGS: \$2,000**
- **Doctorate: \$2,500**

35. 3% Cost of Living Adjustment retroactive to September 1, 2022.

36. 2% Cost of Living Adjustment effective on the 92<sup>nd</sup> day of the 2022-23 school year.

37. 3% Cost of Living Adjustment effective September 1, 2023.

38. 2% Cost of Living Adjustment effective September 1, 2024.

39. Add new longevity payment after completion of 8 years to \$1,000. Increase all other levels by \$250. Unit B members shall receive credit for prior service in Unit A.

**Unit C**

40. Retroactive to September 1, 2022, all Unit C members shall be placed on the salary scale below according to their experience and education:

2022-23 Scale					
All Paras					
Step	HQ/PP/40 Cred.	AS	BA	BA-TC	MA
1	\$ 30,000.00	\$ 31,000.00	\$ 32,000.00	\$ 33,000.00	\$ 34,000.00
2	\$ 30,600.00	\$ 31,600.00	\$ 32,600.00	\$ 33,600.00	\$ 34,600.00
3	\$ 31,200.00	\$ 32,200.00	\$ 33,200.00	\$ 34,200.00	\$ 35,200.00
4	\$ 31,800.00	\$ 32,800.00	\$ 33,800.00	\$ 34,800.00	\$ 35,800.00
5	\$ 32,400.00	\$ 33,400.00	\$ 34,400.00	\$ 35,400.00	\$ 36,400.00
6	\$ 33,000.00	\$ 34,000.00	\$ 35,000.00	\$ 36,000.00	\$ 37,000.00
7	\$ 33,600.00	\$ 34,600.00	\$ 35,600.00	\$ 36,600.00	\$ 37,600.00
8	\$ 34,200.00	\$ 35,200.00	\$ 36,200.00	\$ 37,200.00	\$ 38,200.00
9	\$ 34,800.00	\$ 35,800.00	\$ 36,800.00	\$ 37,800.00	\$ 38,800.00

41. 2.5% Cost of Living Adjustment effective September 1, 2023.

42. 2.5 Cost of Living Adjustment effective September 1, 2024.

43. Increase longevity by \$250 on all levels.

44. Increase section 4.05 in-service credits grid by:

- a. \$200 retroactive to September 1, 2022
- b. \$400 effective September 1, 2023
- c. \$600 effective September 1, 2024

45. Change section 5.08 to:

**Any time an Education Support Professional is assigned to substitute for a teacher they shall be paid an additional \$20.00 per hour.**

\_\_\_\_\_  
For the Malden Education Association  
Unit A

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Malden School Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Malden Education Association  
Unit B

\_\_\_\_\_  
For the Malden Education Association  
Unit C

\_\_\_\_\_  
Date