

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 than 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 start of 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 considered.
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.

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.

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	BAIS	MA	MAIS	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.

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

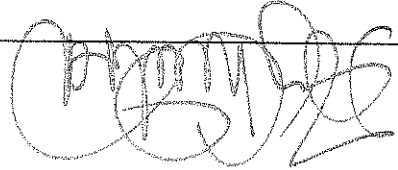
Longevity: Service Increments - Appendix G:

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

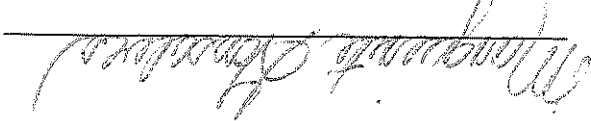
- 10th 1,174
- 15th 1,826
- 20th 3,000
- 25th 3,652
- 30th 4,956

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

Mayor Gary Christenson
for the School Committee



Marguerite Gonsalves, MEA President
for the Association



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

Unit A
 2014-2017

Except as indicated herein, the agreement between the parties effective September 1, 2013 to August 31, 2014 will continue in full force and effect.

1. Salaries: Article 4:01: *Modify: pg 4*
 Salaries of all persons covered by this agreement as set forth in Appendices A through I. (See Appendices):

2. Appendix C: *See bottom of pg.*
 a. 2014-15 - 2% increase on Day 1 of school year.
 b. 2015-16 - 1% increase on Day 1 of the school year, 1% increase on the 91st day of the school year.
 c. 2016-17 - 2% increase on Day 1 of the school year.
3. Appendix I: *See attached*
 a. 2014-15 - 2% increase on Day 1 of the work year.
 b. 2015-16 - 1% increase on Day 1 of the work year, 1% increase at the midpoint of the work year.
 c. 2016-17 - 2% increase on Day 1 of the work year.

4. Duration: Article 31.01: *Modify pg 38*
 This Agreement shall continue in full force and effect until August 31, 2017 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.

5. Salaries: Appendix C:

STEP	BA	BAIS	MA	MAIS	MA30	MA45	MA60
1	42,146	43,595	46,721	48,167	49,616	51,059	53,460
2	44,076	45,513	49,136	50,513	52,021	53,460	55,877
3	46,235	47,689	51,546	52,979	54,425	55,877	58,280
4	48,167	49,616	53,943	55,399	56,834	58,281	60,685
5	50,097	51,547	56,361	57,800	59,250	60,685	63,106
6	52,021	53,460	58,765	60,212	61,656	63,106	65,505
7	53,952	55,399	61,166	62,623	64,072	65,505	67,914
8	56,361	57,800	64,072	65,505	66,956	68,398	70,815
9	58,765	60,212	67,914	69,364	70,886	72,249	74,668
10	61,166	62,623	71,772	73,219	74,670	76,593	78,994
11	66,764	68,243	78,024	79,402	80,901	82,386	84,888

MALDEN EA SALARY SCHEDULED 2016-17 - 2%							
STEP	BA	BAIS	MA	MAIS	MA30	MA45	MA60
1	43,853	45,360	48,613	50,118	51,625	53,127	55,625
2	45,861	47,357	51,126	52,559	54,128	55,625	58,141
3	48,108	49,621	53,633	55,125	56,630	58,141	60,640
4	50,118	51,625	56,128	57,642	59,136	60,641	63,143
5	52,126	53,634	58,643	60,141	61,650	63,143	65,662
6	54,128	55,625	61,145	62,650	64,153	65,662	68,158
7	56,137	57,642	63,643	65,160	66,667	68,158	70,665
8	58,643	60,141	66,667	68,158	69,668	71,168	73,683
9	61,145	62,650	70,665	72,173	73,757	75,176	77,692
10	63,643	65,160	74,679	76,185	77,694	79,696	82,194
11	69,468	71,007	81,184	82,618	84,178	85,723	88,326

MALDEN EA SALARY SCHEDULED 2015-16 - 91 st DAY							
STEP	BA	BAIS	MA	MAIS	MA30	MA45	MA60
1	42,993	44,471	47,660	49,135	50,613	52,085	54,535
2	44,962	46,428	50,123	51,529	53,067	54,535	57,001
3	47,164	48,648	52,582	54,044	55,519	57,001	59,451
4	49,135	50,613	55,028	56,512	57,977	59,452	61,905
5	51,104	52,583	57,494	58,961	60,441	61,905	64,374
6	53,067	54,535	59,946	61,422	62,895	64,374	66,821
7	55,036	56,512	62,395	63,882	65,360	66,821	69,279
8	57,494	58,961	65,360	66,821	68,302	69,772	72,238
9	59,946	61,422	69,279	70,758	72,311	73,702	76,169
10	62,395	63,882	73,214	74,691	76,171	78,133	80,582
11	68,106	69,615	79,593	80,998	82,528	84,042	86,594

MALDEN EA SALARY SCHEDULED 2015-16 - 1% 1ST DAY							
STEP	BA	BAIS	MA	MAIS	MA30	MA45	MA60
1	42,567	44,031	47,188	48,649	50,112	51,570	53,995
2	44,516	45,969	49,627	51,019	52,541	53,995	56,436
3	46,697	48,166	52,061	53,509	54,970	56,436	58,862
4	48,649	50,112	54,483	55,953	57,402	58,863	61,292
5	50,598	52,062	56,924	58,378	59,843	61,292	63,737
6	52,541	53,995	59,353	60,814	62,272	63,737	66,160
7	54,492	55,953	61,778	63,250	64,713	66,160	68,593
8	56,924	58,378	64,713	66,160	67,626	69,082	71,523
9	59,353	60,814	68,593	70,058	71,595	72,972	75,415
10	61,778	63,250	72,489	73,951	75,417	77,359	79,784
11	67,432	68,925	78,805	80,196	81,710	83,210	85,737

MALDEN TECH 2014-15 SALARY SCHEDULE

2%					
Step	Data Asst. (DA)	Tech (AS)	Tech (BA)	Tech (BA15)	Tech (MA)
Step 1	33,017.67	45,252.49	46,892.53	48,532.58	50,172.62
Step 2	34,657.71	46,892.53	48,532.58	50,172.62	51,812.67
Step 3	36,297.76	48,532.58	50,172.62	51,812.67	53,452.71
Step 4	37,937.80	50,172.62	51,812.67	53,452.71	55,092.76
Step 5	39,577.86	51,812.67	53,452.71	55,092.76	56,732.80
Step 6	41,217.90	53,452.71	55,092.76	56,732.80	58,372.85
Step 7	42,857.95	55,092.76	56,732.80	58,372.85	60,012.89
Step 8	44,497.99	56,732.80	58,372.85	60,012.89	61,652.94
Step 9	46,138.04	58,372.85	60,012.89	61,652.94	63,292.98
Step 10	47,778.08	60,010.71	61,652.94	63,292.98	64,933.03
Step 11	50,915.54	63,521.08	65,210.83	66,900.57	68,590.32

St

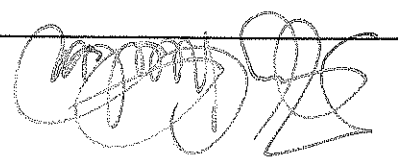
MALDEN TECH 2015-16 SALARY SCHEDULE

1% on First Day					
Step	Data Asst. (DA)	Tech (AS)	Tech (BA)	Tech (BA15)	Tech (MA)
Step 1	33,347.84	45,705.01	47,361.46	49,017.90	50,674.35
Step 2	35,004.29	47,361.46	49,017.90	50,674.35	52,330.80
Step 3	36,660.73	49,017.90	50,674.35	52,330.80	53,987.24
Step 4	38,317.18	50,674.35	52,330.80	53,987.24	55,643.69
Step 5	39,973.63	52,330.80	53,987.24	55,643.69	57,300.13
Step 6	41,630.08	53,987.24	55,643.69	57,300.13	58,956.58
Step 7	43,286.53	55,643.69	57,300.13	58,956.58	60,613.02
Step 8	44,942.97	57,300.13	58,956.58	60,613.02	62,269.47
Step 9	46,599.42	58,956.58	60,613.02	62,269.47	63,925.91
Step 10	48,255.86	60,610.82	62,269.47	63,925.91	65,582.36
Step 11	51,424.70	64,156.29	65,862.93	67,569.58	69,276.22

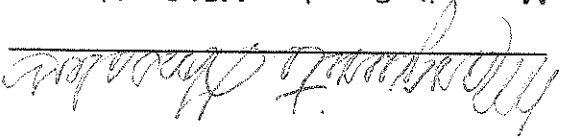
Longevity: Service Increments: Appendix G:

The following Longevity schedule will remain in effect for 2014-2015, 2015-16, and 2016-17

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



Mayor Gary Christenson
for the School Committee



Marguerite Gonsalves, MEA President
for the Association