



Malden School Committee Continued Proposals

March 10, 2025

**Successor Contract Negotiations with the
Malden Education Association
Units A, B, C**



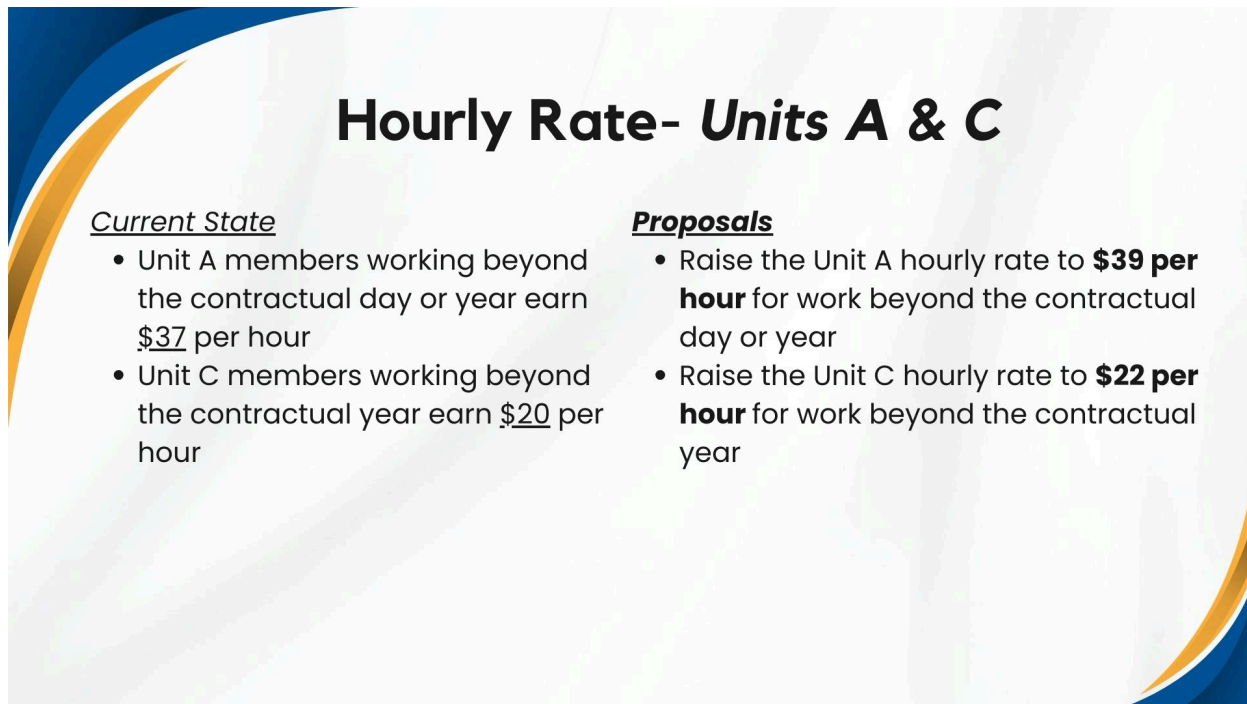
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Proposal K

Units A & C: Hourly Rate

Proposal Overview

A presentation slide titled "Hourly Rate- Units A & C". The slide has a light blue background with a stylized American flag pattern. It is divided into two columns: "Current State" and "Proposals".

Current State	Proposals
<ul style="list-style-type: none">Unit A members working beyond the contractual day or year earn <u>\$37</u> per hourUnit C members working beyond the contractual year earn <u>\$20</u> per hour	<ul style="list-style-type: none">Raise the Unit A hourly rate to \$39 per hour for work beyond the contractual day or yearRaise the Unit C hourly rate to \$22 per hour for work beyond the contractual year

Proposed Contract Language

Unit A Article 4 Section 16

4.16 Any unit member required to work outside of the contractual workday **or work year** will be paid an hourly rate of **\$39** ~~37~~ per hour ~~retroactive to September 1, 2022~~.

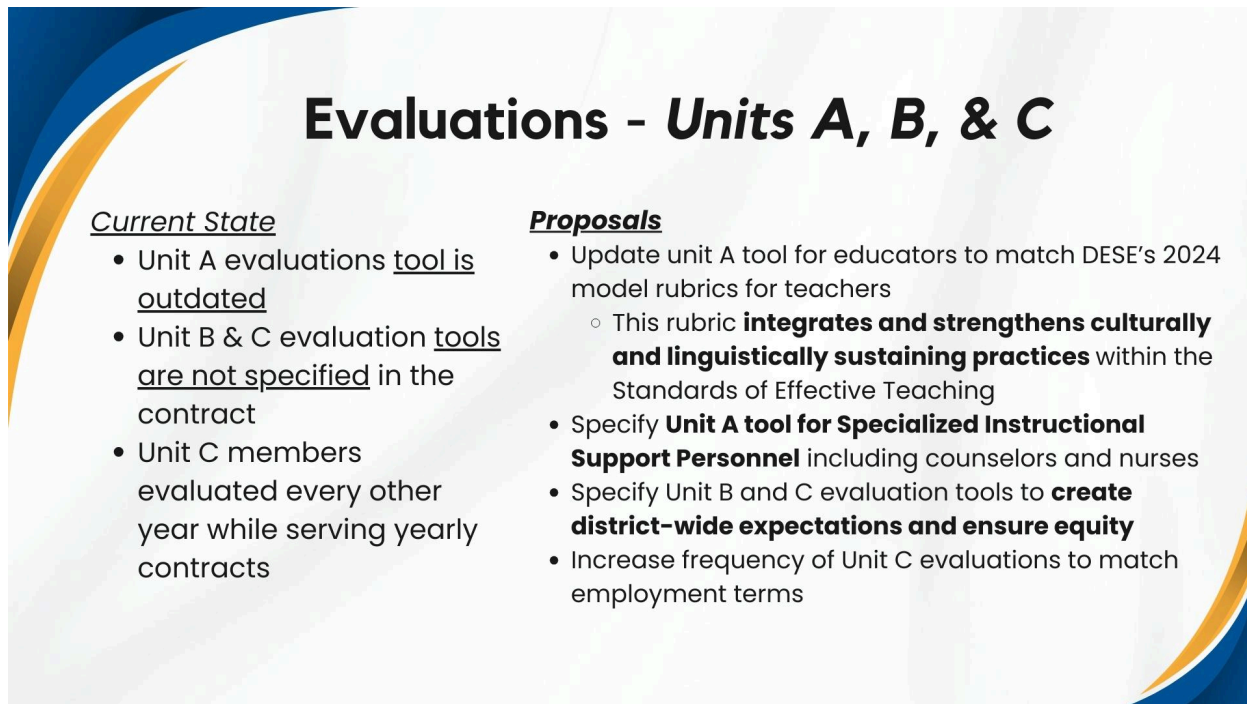
Unit C Article 4 Section 11

4.11 (new) Any unit member working outside of the contractual work year will be paid an hourly rate of **\$22** per hour.

Proposal L

Unit A: Unit Member Evaluations

Proposal Overview



Evaluations - Units A, B, & C

<u>Current State</u> <ul style="list-style-type: none">Unit A evaluations <u>tool</u> is <u>outdated</u>Unit B & C evaluation <u>tools</u> <u>are not specified</u> in the contractUnit C members evaluated every other year while serving yearly contracts	<u>Proposals</u> <ul style="list-style-type: none">Update unit A tool for educators to match DESE's 2024 model rubrics for teachers<ul style="list-style-type: none">This rubric integrates and strengthens culturally and linguistically sustaining practices within the Standards of Effective TeachingSpecify Unit A tool for Specialized Instructional Support Personnel including counselors and nursesSpecify Unit B and C evaluation tools to create district-wide expectations and ensure equityIncrease frequency of Unit C evaluations to match employment terms
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Proposed Contract Language

Unit A Article 15 Section 1 and Appendix K

15.01 The ~~educator~~ teacher evaluation is attached as Appendix K.

15.07 (New) The Specialized Instructional Support Personnel evaluation is attached as Appendix M.

Appendix K: ~~Teacher~~ Evaluation **Tool for Educators**

~~<https://malden.massteacher.org/wp-content/uploads/sites/58/2017/03/MPS-Evaluation-Model.doc>~~

For teachers, the Massachusetts Department of Elementary and Secondary Education's Classroom Teacher Rubric (updated by DESE June 2024) will be used for evaluations.
<https://www.doe.mass.edu/edeval/rubrics/teacher-rubric.pdf>



Appendix M (New): Evaluation Tool for Specialized Instructional Support Personnel

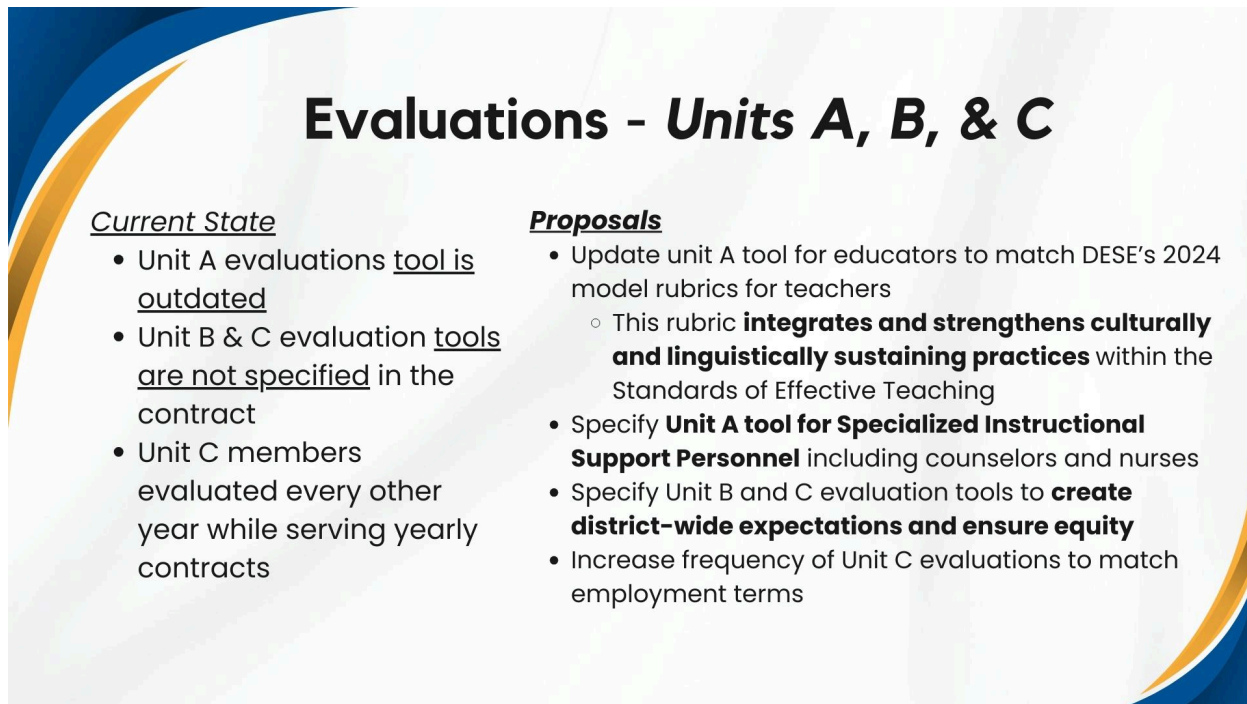
For counselors and nurses, the Massachusetts Department of Elementary and Secondary Education's Specialized Instructional Support Personnel Rubric (updated March 2012) will be used for evaluations

https://www.doe.mass.edu/eval/model/PartIII_AppxD.pdf

Proposal N

Unit C: Unit Member Evaluations

Proposal Overview



Evaluations - Units A, B, & C

<u>Current State</u>	<u>Proposals</u>
<ul style="list-style-type: none">• Unit A evaluations <u>tool is outdated</u>• Unit B & C evaluation <u>tools are not specified</u> in the contract• Unit C members evaluated every other year while serving yearly contracts	<ul style="list-style-type: none">• Update unit A tool for educators to match DESE's 2024 model rubrics for teachers<ul style="list-style-type: none">◦ This rubric integrates and strengthens culturally and linguistically sustaining practices within the Standards of Effective Teaching• Specify Unit A tool for Specialized Instructional Support Personnel including counselors and nurses• Specify Unit B and C evaluation tools to create district-wide expectations and ensure equity• Increase frequency of Unit C evaluations to match employment terms

Proposed Contract Language

Unit C Article 8 Section 1 Subsection 3 and Subsection 4 and Appendix F (new)

8.01.03 The employee will **receive an annual written evaluation using the tool found in Appendix F.** ~~be observed and a written report prepared at least once every two (2) years.~~ No employee will be observed prior to October 1st. The written evaluation shall be completed by June 1.

8.01.04 **By October 1st,** ~~Before an observation,~~ the evaluator will inform the employee about the evaluation procedure, including the criteria contained in the evaluation form **found in Appendix F.**

Appendix F (new): Evaluation Tool for Unit C Members

Unit C: Educational Support Professional Employee Performance Review*

**adapted from College Community School District, Cedar Rapids, IA*



- Written evaluation shared with ESP by June 1st each school year
- Preliminary evaluation shared with ESP at midyear point of each school year

Employee Name:

Job Title:

Type of Review: Mid year or End of Year

Evaluation Date:

Building:

Ratings

E=Exemplary

M=Meets Expectations

D=Developing/Needs Improvement

U=Unsatisfactory

1. Demonstrates Job Knowledge:

- Employee's knowledge of the job duties and procedures is extensive, showing evidence of a continuing search for improved practice and growth.
- Exhibits working knowledge of job responsibilities and procedures required to perform the job.
- Performs job responsibilities independently.
- Engages in effective communication with others at all times.
- Exhibits working knowledge of school policy and procedures and consistently follows them.
- Aware of resources and applies them appropriately.

Standard 1 Rating:

Evaluator Comments:

2. Demonstrates Job Competence:

- Exhibits a solid understanding of best practice/expectations in a school environment and seeks to improve upon them.
- Can articulate and demonstrate professional behavior on a consistent basis.
- Understands, maintains, and practices confidentiality at all times.
- Completes assigned tasks accurately and consistently.
- Consistently organizes work, and exhibits effective time management.
- Consistently exhibits the ability and/or willingness to follow policies, procedures, instructions and guidelines.
- Seeks assistance when appropriate.
- Consistently demonstrates flexibility.

Standard 2 Rating:

Evaluator Comments:

3. Maintains Effective Working Relationships and Environment:

- Respect and rapport is consistent and modeled for others.
- Allows for and respects cultures, values, and limitations of others.
- Communication is always efficient, effective, and accurate.
- Consistently demonstrates clear boundary and limit setting with students and colleagues.
- Interactions reflect respectful and professional demeanor, are consistent, and appropriate.
- Consistently punctual and reliable.
- Consistently responds positively and accepts direction and feedback from supervisor/faculty.

Standard 3 Rating:

Evaluator Comments:

4. Knowledge of Student Needs

- Demonstrates a solid working knowledge of various learning processes disabilities and the impact of needs/limitations on student learning and consistently applies appropriate strategies. Can articulate assigned student's goals and can implement individualized accommodations based on setting and/or adapt to others.
- Effectively applies directions from supervisor/faculty members.
- Willingly accepts guidance and assistance from others.
- Encourages students to actively think about, discuss, and use the skills being taught.
- Skilled at using open-ended questions to create independence.
- Provides appropriate reinforcement and feedback to students.
- Demonstrates and implements a variety of approaches to behavioral intervention to preserve the emotional needs of students.
- Consistently collaborates with teachers and other staff members on relevant student issues.

Standard 4 Rating:

Evaluator Comments:

5. Professional Growth and Development:

- Strives to grow professionally through continuous study and participation.
- Understands job responsibilities and consistently applies skills.
- Actively participates in professional learning.
- Seeks assistance from teachers and/or administrators when unsure how to perform an assigned task.
- Demonstrates continuous progress towards enhanced practice.

Standard 5 Rating:



Evaluator Comments:

6. Organizational Requirements:

- Understands system needs and structure.
- Contribute to a well-functioning organization through continuous monitoring of behaviors and participation.
- Reports to work on time and is ready to assume responsibilities.
- Demonstrates proper notification and use of leave time. Is aware of and follows district policies, procedures, and protocol.
- Completes paperwork, assignments, etc. accurately and timely.
- Maintains professional dress and personal hygiene.
- Exhibits positive and flexible attitude/actions.
- Sometimes seeks new and/or improved methods to complete tasks; uses technology as needed.

Standard 6 Rating:

Evaluator Comments:

Overall Rating: _____

Evaluator's Recommendations:

Additional Evaluator Comments (Optional):

Employee Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Administrator's Signature: _____ Date: _____

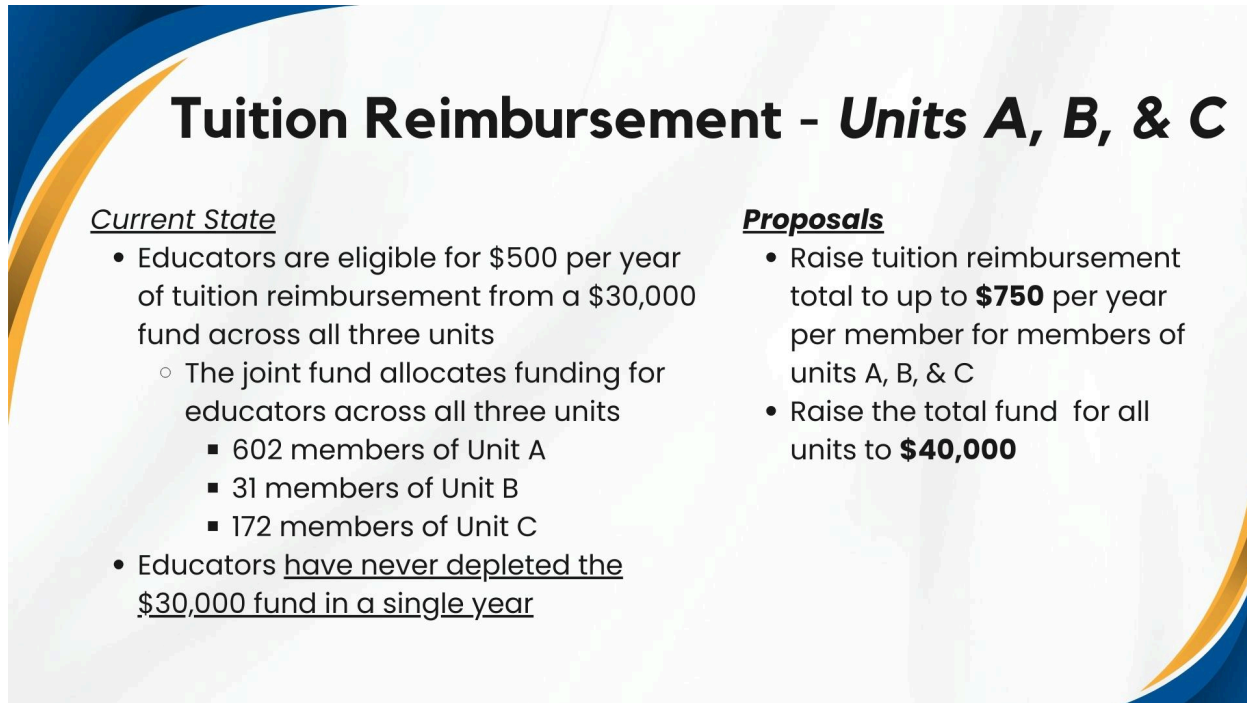
Signature indicates that the written evaluation has been reviewed and discussed. My signature means that I have been advised of my performance and not necessarily that I agree with this evaluation or feedback about my performance.

Proposal O

Units A, B, & C: Tuition Reimbursement

Response to MEA Proposal Group #8

Proposal Overview



Tuition Reimbursement - Units A, B, & C

Current State

- Educators are eligible for \$500 per year of tuition reimbursement from a \$30,000 fund across all three units
 - The joint fund allocates funding for educators across all three units
 - 602 members of Unit A
 - 31 members of Unit B
 - 172 members of Unit C
- Educators have never depleted the \$30,000 fund in a single year

Proposals

- Raise tuition reimbursement total to up to **\$750** per year per member for members of units A, B, & C
- Raise the total fund for all units to **\$40,000**

Proposed Contract Language

Unit A Article 25 Section 3

25.03 ~~Beginning in the 2022-2023 school year, the~~ The School Committee shall fund an annual tuition reimbursement account of ~~\$30,000~~ **\$40,000 to include units A, B, & C**. Upon the successful completion of a district approved course, a bargaining unit member will receive tuition reimbursement of ~~\$500~~ **up to \$750** within a school year. All courses taken for tuition reimbursement must be pre-approved by the ~~the Director of Human Resources~~ **immediate supervisor and referred to for final approval by the relevant Assistant Superintendent**. ~~Tuition reimbursement~~ **Pre-approval** 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~~ **Through the office of Human Resources, 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/numerical grade is not available.

Unit B Article 20 Section 3

20.03 ~~Beginning in the 2022-2023 school year, the~~ The School Committee shall fund an annual tuition reimbursement account of ~~\$40,000 \$30,000~~ **to include units A, B, & C.** Upon the successful completion of a district approved course, a bargaining unit member will receive tuition reimbursement of **up to \$750** ~~\$500~~ within a school year. All courses taken for tuition reimbursement must be pre-approved by the ~~the Director of Human Resources~~ **immediate supervisor and referred to for final approval by the relevant Assistant Superintendent.** ~~Tuition reimbursement~~ **Pre-approval** 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~~ **Through the office of Human Resources, 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/numerical grade is not available.

Unit C Article 15 Section 5

15.05 ~~Beginning in the 2022-2023 school year, the~~ The School Committee shall fund an annual tuition reimbursement account of ~~\$40,000 \$30,000~~ **to include units A, B, & C.** Upon the successful completion of a district approved course, a bargaining unit member will receive tuition reimbursement of **up to \$750** ~~\$500~~ within a school year. All courses taken for tuition reimbursement must be pre-approved by the ~~the Director of Human Resources~~ **immediate supervisor and referred to for final approval by the relevant Assistant Superintendent.** ~~Tuition reimbursement~~ **Pre-approval** 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~~ **Through the office of Human Resources, 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/numerical grade is not available.

Proposal P

Unit A: MEA President and Vice President

Proposal Overview

Full Release of MEA President - Unit A

Current State

- District pays salary and benefits of the union president
- MEA reimburses the district \$40,000 each year (*this amount has remained constant for at least the last 15 years*)

Proposal

- District pays salary and benefits of the union president
- MEA will reimburse the district for the **full salary** of the union president (including benefits)

Proposed Contract Language

Unit A Article 17 Section 5 and Subsections 1 and 2

17.05 Union President and Vice-President ~~The teachers serving as President and Vice President of the Association will be allowed to leave their station at 2:00 P.M. or 2:15 P.M., depending upon their assignment, to perform necessary duties as President and Vice President of the Association.~~

17.05.01 Association President is a full time release position. The Association will reimburse MPS **the full salary amount of the Association President (including benefits).**

17.05.02 The teacher serving as Vice-President will be allowed to leave their station at 2:15 P.M. to perform necessary duties, **notwithstanding their obligations to participate in contractual after school activities including office hours pursuant to 5.03.** If the Vice President is on the staff of the high school or grades 6-8, they will be assigned only an academic class schedule. They will not be assigned additional duties unrelated to their academic responsibilities. If the Vice-President is pre-school to grade 5, they will be assigned a schedule with the intent of matching the schedule as if the Vice President were at the high

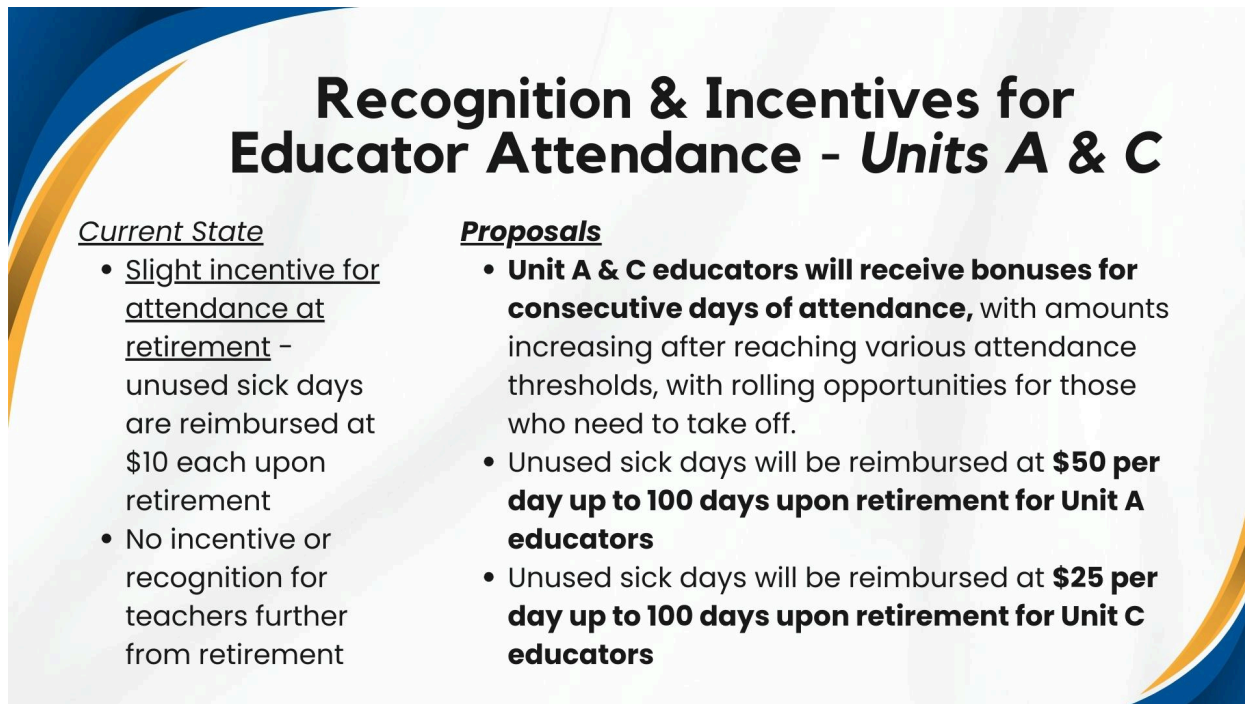


school or grades 6-8.

Proposal Q

Unit A: Sick Leave

Proposal Overview



Recognition & Incentives for Educator Attendance - Units A & C

<u>Current State</u>	<u>Proposals</u>
<ul style="list-style-type: none">• <u>Slight incentive for attendance at retirement</u> - unused sick days are reimbursed at \$10 each upon retirement• No incentive or recognition for teachers further from retirement	<ul style="list-style-type: none">• Unit A & C educators will receive bonuses for consecutive days of attendance, with amounts increasing after reaching various attendance thresholds, with rolling opportunities for those who need to take off.• Unused sick days will be reimbursed at \$50 per day up to 100 days upon retirement for Unit A educators• Unused sick days will be reimbursed at \$25 per day up to 100 days upon retirement for Unit C educators

Proposed Contract Language

Unit A Article 18 Section 2 and Section 9 (new)

18.02 A bargaining unit member 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 bargaining unit member shall choose one of the three.

18.09 (new) The Committee and Association agree that educator and organization effectiveness is greatly strengthened by consistent staff attendance. To encourage positive attendance, the following incentives shall be granted:

- After an educator works the full day for fifteen (15) consecutive school days without using any time off, they will receive a \$50 attendance bonus.
- After working the full day for thirty (30) consecutive days without using any time off, an educator will receive an additional \$100 attendance bonus.



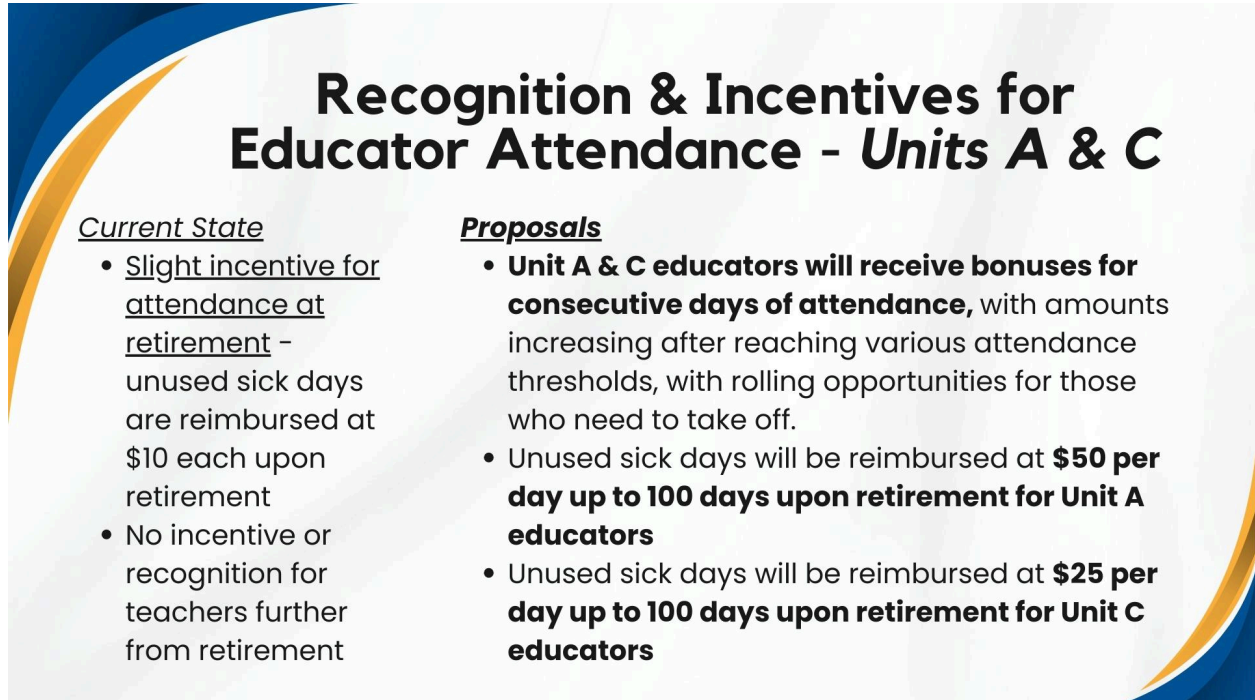
- After working the full day for forty-five (45) consecutive days without using any time off, an educator will receive an additional \$200 attendance bonus.
- After working the full day for ninety (90) consecutive days without using any time off an educator will receive an additional \$350 attendance bonus.
- Educators who work the full day, every day for the entire school year without using any time off will receive an additional \$500 attendance bonus.

If an educator is absent for any reason, the accumulation of consecutive days for the incentive opportunity resets upon the date of their return to work.

Proposal R

Unit C: Sick Leave

Proposal Overview



Recognition & Incentives for Educator Attendance - Units A & C

<u>Current State</u>	<u>Proposals</u>
<ul style="list-style-type: none">• <u>Slight incentive for attendance at retirement</u> - unused sick days are reimbursed at \$10 each upon retirement• No incentive or recognition for teachers further from retirement	<ul style="list-style-type: none">• Unit A & C educators will receive bonuses for consecutive days of attendance, with amounts increasing after reaching various attendance thresholds, with rolling opportunities for those who need to take off.• Unused sick days will be reimbursed at \$50 per day up to 100 days upon retirement for Unit A educators• Unused sick days will be reimbursed at \$25 per day up to 100 days upon retirement for Unit C educators

Proposed Contract Language

Unit C Article 9 Section 2 and Section 11 (new)

9.02 Each bargaining unit member shall have fifteen (15) paid sick days available each year with accumulation without limit. Sick leave is for personal illness, however up to thirty (30) days of sick leave may be used for the illness of a family member of an education support professional's household or immediate family member. With the approval of the Superintendent up to five (5) days of sick leave may be used for illness of a significant friend residing outside of a ESP household.

A bargaining unit member who is absent 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 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 bargaining unit member shall choose one of the three.

9.11 (new) The Committee and Association agree that educator and organization effectiveness is greatly strengthened by consistent staff attendance. To encourage positive attendance, the following incentives shall be granted:

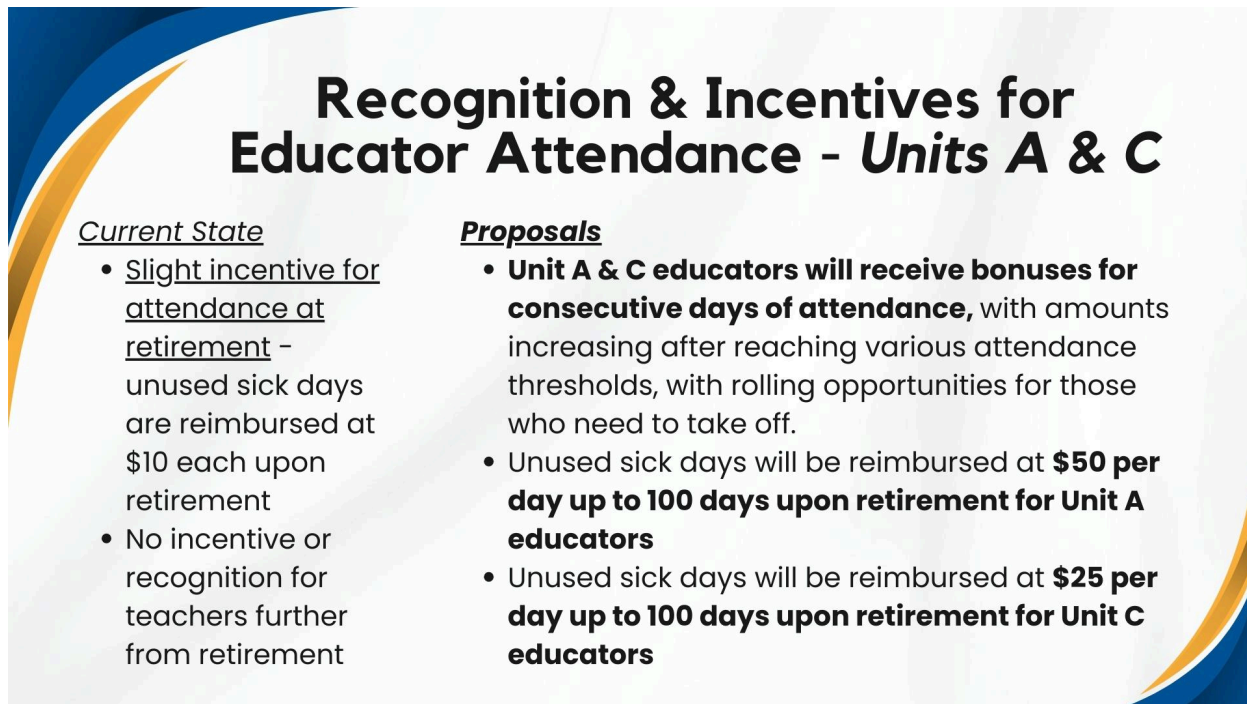
- After an educator works the full day for fifteen (15) consecutive school days without using any time off, they will receive a \$25 attendance bonus.
- After working the full day for thirty (30) consecutive days without using any time off, an educator will receive an additional \$50 attendance bonus.
- After working the full day for forty-five (45) consecutive days without using any time off, an educator will receive an additional \$100 attendance bonus.
- After working the full day for ninety (90) consecutive days without using any time off an educator will receive an additional \$175 attendance bonus.
- Educators who work the full day everyday for the entire school year without using any time off will receive an additional \$250 attendance bonus.

If an educator is absent for any reason, the accumulation of consecutive days for the incentive opportunity resets upon the date of their return to work.

Proposal S

Unit A: Retirement Sick Leave Buy-Back

Proposal Overview



Recognition & Incentives for Educator Attendance - *Units A & C*

<u>Current State</u>	<u>Proposals</u>
<ul style="list-style-type: none">• <u>Slight incentive for attendance at retirement</u> - unused sick days are reimbursed at \$10 each upon retirement• No incentive or recognition for teachers further from retirement	<ul style="list-style-type: none">• Unit A & C educators will receive bonuses for consecutive days of attendance, with amounts increasing after reaching various attendance thresholds, with rolling opportunities for those who need to take off.• Unused sick days will be reimbursed at \$50 per day up to 100 days upon retirement for Unit A educators• Unused sick days will be reimbursed at \$25 per day up to 100 days upon retirement for Unit C educators

Proposed Contract Language

Unit A Article 20 Section 2

20.02 Upon retirement or layoff covered under Section 110.05 (Reductions in Force), a teacher shall receive **\$50 per day for unused sick leave with a maximum of 100 days**. In the event of the death of a teacher, the teacher's estate will be awarded **\$50 per day** for each unused sick leave that the teacher has accrued as of the date of his/ her death with a maximum of **100 days**.

Proposal T

Unit C: Retirement Sick Leave Buy-Back

Proposal Overview

Recognition & Incentives for Educator Attendance - Units A & C

Current State

- Slight incentive for attendance at retirement - unused sick days are reimbursed at \$10 each upon retirement
- No incentive or recognition for teachers further from retirement

Proposals

- **Unit A & C educators will receive bonuses for consecutive days of attendance**, with amounts increasing after reaching various attendance thresholds, with rolling opportunities for those who need to take off.
- Unused sick days will be reimbursed at **\$50 per day up to 100 days upon retirement for Unit A educators**
- Unused sick days will be reimbursed at **\$25 per day up to 100 days upon retirement for Unit C educators**

Proposed Contract Language

Unit C Article 9 Section 6

9.06 Upon retirement or layoff covered under Section 6.01.02 (Employment), A a unit member who has served for more than ten (10) years in the Malden School System shall **receive \$25 per day for unused sick leave with a maximum of 100 days. In the event of the death of a unit member, the unit member's estate will be awarded \$25 per day for each unused sick leave that the unit member has accrued as of the date of his/ her death with a maximum of 100 days.** ~~be eligible to sell back unused sick days at the time of retirement. Should an employee die while a member of the bargaining unit, the employee's estate will receive compensation under this section as if the employee had retired. All unused sick leave shall be surrendered at the rate of \$10 per day.~~