

**AGREEMENT**

**between**

**CHELSEA TEACHERS' UNION**

**LOCAL 1340**

**AFT MASSACHUSETTS, AFL-CIO**

**and**

**CHELSEA SCHOOL COMMITTEE**

**CHELSEA, MASSACHUSETTS**

**Duration of Agreement**

**July 1, 2021 – June 30, 2024**

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## **ARTICLE I**

### **UNION RECOGNITION**

#### **A. Recognition**

1. Subject to any applicable provisions of State or Federal Law or regulation now or hereafter in effect, the Committee recognizes the Union as the agency through which the educators of the Chelsea School System in the below described unit represent their considered opinion on matters cognizable as mandatory subjects for discussion pursuant to the terms and valid administrative interpretations of Chapter 763, Acts of 1965 of the General Court and any subsequent amendments thereto.
2. The Chelsea School Committee recognizes the Chelsea Teachers' Union as the exclusive bargaining representative for all those persons in bargaining Unit A, which consists of all classroom teachers, including heads of departments, special subject teachers, school counselors, permanent substitutes, full-time occupational therapists, Social Workers, Librarians and Speech Therapists, Adjustment Counselors, Deans, School Psychologists, Academic Coaches, and Evaluation Team Leaders but excluding members of Unit B and all other school employees. All provisions of this agreement apply to occupational therapists and physical therapists except those listed in Article X – Special Services, Section E – Occupational Therapists and Physical Therapists. The term “educator” as used herein refers to all members of the bargaining unit. The term “teacher” refers to Instructional Personnel only, except when used in the phrase “professional teacher status.” Such phrase refers to the status conferred in accordance with Massachusetts General Laws.
3. Nothing contained in this Agreement shall be construed to prevent any educator or ad hoc group of educators not acting on behalf of any employee organization or representing anyone but themselves from at any time discussing problems with any of their supervisors, the School Committee, or other representatives of the School Committee without the previous consent of the Union; nor shall any action taken by said supervisors, School Committee, or its representatives as a result of such discussion be the subject of a grievance otherwise legally contested by said Union unless such action is in specific and direct contravention of express language in a specific provision of this Agreement. The Union will be notified and have a right to attend any such session before the School Committee.

## **ARTICLE II**

### **COMMITTEE RIGHTS CLAUSE**

#### **A. Rights of Committee**

1. Except as expressly provided otherwise by the terms of this Agreement, the determination and setting of district wide policy are vested exclusively in the School Committee. The operation of the schools, the direction of the professional staff, and the implementation of policy are vested exclusively with the Superintendent of Schools.
2. All notices, demands, grievances, or other documents to be served upon, or delivered to the School Committee will be delivered in a timely fashion to the Superintendent of Schools, Chelsea City Hall, Chelsea, MA.

## **ARTICLE III**

### **SALARIES**

#### **A. Placement on the Salary Schedule**

1. The salary of each educator in the Chelsea School System shall be determined pursuant to the following sections of this Article.
2. The Superintendent of Schools shall fix the initial salary rate of each educator on entering employment, giving consideration to previous experience and special skills, provided that such salary rate shall not be less than the minimum established in this Article. Educators who enter the Chelsea School System, other than at the beginning of the school year, will move the following year on the step schedule at the discretion of the Superintendent of Schools. Educators who are within the System will not be granted additional step increases except for service and/or degree requirements.
3. Credit for placement on the salary schedule may be given to educators with public or private school experience meeting all the qualifications of the Chelsea School Department at the discretion of the Superintendent. For salary credit purposes, a minimum of one hundred twenty (120) days service, within the Chelsea School System within one school year shall be the basis for computing one year of teaching experience.
4. All educators new to Chelsea will usually be placed at a level of pay that fairly represents the educator's experience. The hiring authority may place a newly hired educator at a competitive level of pay to reflect the educator's educational attainment or most recent salary within another district. The superintendent reserves the discretion to place a newly hired educator with considerable previous experience at an appropriate level consistent with above.

#### **B. Basic Salary Schedule**

1. No educator employed by the School Committee shall be paid a salary less than that provided for by the "Basic Educators' Salary Schedule."
2. In the event that the Commonwealth of Massachusetts passes minimum salary legislation, including a local option, and the City accepts it, the School Committee agrees to open the salary schedule for negotiations.
3. The salary rates in effect during this agreement can be found in the Appendix.

#### **C. Compensation for Advanced Degrees**

The salary scales (II-IV) pertaining to the Master's Degree column, Master's + 30 column, and CAGS/Doctorate Degree column shall only apply to those individuals who have completed all requirements for their degrees from colleges and universities accredited by the New England Association of Colleges and Secondary Schools or the five accrediting institutions. The Superintendent will review academic descriptions for advanced degree programs that are not accredited by the New England Association of Colleges and Secondary Schools or the other five accrediting institutions, and will have the final approval for salary advancement.

**D. Longevity Increments**

1. Longevity increment shall be granted for the completion of full school years of service as a regularly appointed educator of the Chelsea School System with payment added to the base at the beginning of the school year based upon the following schedule:

After 10 years	\$ 1,200
After 15 years	\$ 1,900
After 20 years	\$ 2,150
After 25 years	\$ 2,400
After 30 years	\$ 2,650
After 35 years	\$ 2,900
After 40 years	\$ 3,150

**E. Differentials for Special Service Personnel**

1. Educators appointed as Lead or Mentor Teachers, Deans, or Academic Coaches shall be compensated on the next higher pay scale for the duration of their appointment. An educator appointed to one of these positions who is compensated on scale IV (CAGS/Ph.D.) shall receive a differential adjustment of 6% per year. In the event the Superintendent elects to exercise his/her option to appoint a single educator to more than one such position during any particular school year as set forth in Article X, Section A.4, the educator shall be advanced on the salary scale for each such position for the duration of his/her assignment.

Compensation for Deans at the next higher pay scale as set forth in this section is in recognition of the Dean's responsibility to remain onsite after regular school hours to complete detention coverage, meetings with teachers, students and parents, communication with outside agencies, completion of reporting requirements, and other responsibilities per the Dean's job description. As in the past, and consistent with positions covered by Article X, Section A.4., Deans are subject to reappointment on an annual basis.

2. School counselors and school psychologists at the secondary level may be required by the Principal or the Superintendent to work in excess of the regularly negotiated work year for the bargaining unit (not to exceed 200 days per school year) and shall be compensated at the pro-rata share of the annual salary for the extra days. Any such days worked shall be scheduled immediately before and/or immediately following the school year or as may be mutually agreed to by the school counselor/school psychologist and the Principal or the Superintendent.

**F. Increments for Advanced Credit**

Increments for advanced credit shall be paid in the succeeding month following submission of evidence that the degree has been received.

**G. Working Before and/or After the Regular School Year**

Any educator who is required to work in his/her capacity as an educator before the beginning of the regular educator work year and/or following the close of the educator work year shall be paid at the pro-rata of the annual salary.

**H. Itemized Payroll**

All pay stubs shall include a clear statement of all monies earned and all monies deducted. In the event an educator must remit funds due to a payroll error, whether due to an overpayment of wages or a failure to withhold authorized deductions, the human resources and/or payroll office shall meet with the educator to establish a plan for repayment of such funds during the same fiscal year. A written copy of such plan will be given to the educator.

**I. Hourly Rate of Pay**

1. Teachers who are assigned to after school or before school services will be paid according to the following schedule:  
  
\$35.00 per hour
2. Educators who are selected and approved by the Superintendent or designee to make formal presentations at workshops or in-service programs offered by the Chelsea School Department shall be paid at the contractual hourly rate plus an additional \$10.00 for each hour of presentation.
3. Educators will not receive compensation for attendance at professional development programs held after school. Educators will receive compensation if they are required to attend school department sponsored professional development programs which occur outside the required days, except as provided in Article III. N. 5.C (newly hired educators). Such required days shall consist of 185 days. Announcements for professional development opportunities will indicate if educators will receive compensation.
4. Educators who work for the hourly rate of pay shall receive payment in a timely fashion.

**J. Additional Compensation for Visual and Performing Arts Guests**

Only educators who are recruited from other schools (who are not regularly assigned to the school) to accompany a performing arts event will be paid at the contractual hourly rate for the actual hours they work in the role of the accompanist. The hours must be approved in advance by the school principal, and subject to funding.

**K. Payment Schedule**

Educators will be paid on a bi-weekly basis commencing with the second Friday of the school year. All educators will be paid over 24 pay periods.

Effective with the 2005-2006 school year, all newly hired educators must have their checks direct deposited.

**L. Preparation Period Compensation**

Teachers shall not be assigned to teach or perform additional duties during their preparation periods. In an emergency, a teacher required to perform assigned duties shall be compensated at the hourly rate of pay. If the School Department fails to secure a substitute for an absent teacher resulting in students being distributed among other teachers, all affected teachers shall receive a pro rata share of the substitute teacher base pay based on the number of students received. The term "emergency" shall



mean “an unanticipated and/or unplanned event that requires immediate resolution.” The same meaning shall apply to other provisions of the contract when the term “emergency” is used. In the event a teacher misses all of a preparation period or a substantial portion thereof due to a scheduled emergency response drill that takes place during the school day, the teacher will receive compensation for that period (or portion thereof) upon request. In the event a teacher misses a preparation period due an actual emergency response, the teacher will not receive such compensation.

It is understood that there are times that an additional class needs to be scheduled at the High School or Middle School in a particular subject and that it may not be feasible to hire a teacher to teach only one class. Such classes will be posted, and teachers who are qualified to teach that particular class and who have a preparation period at the time the class is to be scheduled may submit an application to teach such class. A teacher selected to teach the class will add it to his/her regular schedule and will thus forgo preparation periods for the semester or year, as the case may be. The teacher will receive compensation for the additional assigned class at an hourly rate of pay based on the teacher’s annual salary. The parties agree that the teacher will perform all duties relating to the assigned additional class.

#### **M. Adjustment of Pay**

If the Department determines that a reduction in the regular rate of pay is to be made, the educator shall receive written notice from the Department. The notice shall include sufficient information to permit the educator to initiate a grievance based on the notice. Grievances based on this section may be initiated with the Superintendent of Schools.

#### **N. Schedule of Salary Increases**

1. Attached to, and made part of this agreement are salary schedules identified as Scale I (BA), Scale II (MA), Scale III (MA+30), and Scale IV (CAGS/Ph.D.) for all years of this agreement. These scales differ from the system of compensation contained in the predecessor agreements as follows:
  - a. Effective July 1, 2021 all educators shall receive a 5.25% salary increase and the salary schedule shall be adjusted accordingly.
  - b. Effective July 1, 2021, salary lanes shall be adjusted to reflect a uniform 6% between lanes, provided that this adjustment shall not result in a reduction to any cell on the salary schedule.
  - c. Effective July 1, 2022, all educators shall receive a 4.25% salary increase and the salary schedule shall be adjusted accordingly.
  - d. Effective July 1, 2023, all educators shall receive a 4.5% salary increase and the salary schedule shall be adjusted accordingly.
2. The school year for educators shall be scheduled as follows:
  - a. Days scheduled for the purpose of staff development and in-service shall be 5 days (total of 185 workdays). The parties agree to cooperate on a plan for the scheduling and content of these days to assure maximum effectiveness. In particular, the Union shall be consulted in planning for professional development days, but it is acknowledged that the final decision in

this regard must rest with the administration. Once planned, professional development days may be adjusted as the administration deems necessary in light of current circumstances.

- b. All educators who are new to the system or substitute teachers who are hired to fill a teaching vacancy will be required to attend a four (4) - day orientation program prior to the start of the work year in the year of initial employment. These four (4) days shall be in addition to the regular educator work year, and, as a condition of employment, shall not be compensated. A new educator who is hired after the start of the work year or after the orientation period must attend ongoing meetings and orientation of equivalent duration during the course of the school year.

## **O. Performance Incentive System**

1. Educators who receive merit pay for school years 91—93 that was built into their base will retain such pay during continued employment as a full-time educator with the Chelsea Public Schools.

## **ARTICLE IV**

### **FRINGE BENEFITS**

#### **A. Health and Life Insurance**

1. Health care benefits are subject to the provisions and procedures of M.G.L. Section 19 and are governed by agreements reached between the City of Chelsea and the Chelsea Public Employee Group. For the agreement between the City and the PEC effective July 1, 2019 through June 30, 2025 contributions for all active employees shall be: Harvard Pilgrim PPO – 30%; Harvard Pilgrim HMO – 20%.

The agreement also provides a Health Reimbursement Arrangement Fund (HRAF) with yearly caps for reimbursing subscribers for any Inpatient Hospitalization copayments incurred throughout the duration of the agreement. Reimbursement requests must be submitted to the City Human Resources office within 90 days of a hospital admission. Payments are made at the end of quarters.

2. **Opt –Out Program** – Employees are eligible for the (Opt-Out Program) Health Insurance Benefit Option Program a policy offered through the City of Chelsea. As of May 2009, employees who participate in the City’s Health Insurance plan for five uninterrupted years are eligible for an incentive payment for opting out of the City’s plan (the policy is subject to change by the City of Chelsea at any time). Information can be obtained from the School Personnel Office or the City Human Resources Department.
3. The School Department will deduct the employee share from payroll checks for participating members on receipt of proper authorization.
4. On the date of retirement, coverage under the City’s health and life insurance plans may be continued through local group.

5. It is agreed that should any changes occur in the statutes or city ordinances affecting health and welfare plans or should any changes be mandated by law, this agreement will be immediately reopened for negotiations on this subject.
6. The School Department will facilitate discussions with the City to establish payroll deductions for a dental program to be fully paid by the participating educators.

**B. Tax-Free Annuity**

Deductions for Tax-Sheltered Annuities will be allowed on a twelve-month basis.

**C. Pension**

It is recognized that under the laws of the Commonwealth that permanently appointed educators must become members of the contributory retirement system. Retirement benefits are provided in accordance with applicable public retirement system.

**D. Worker's Compensation**

1. An educator who incurs a job-related illness or injury shall promptly file a written report on the form prescribed and provided by the school department of such illness or injury with his/her supervisor. An educator who is injured in the course of employment and is sent home or to a medical facility shall receive pay for the balance of the day of the injury. Time lost during statutory waiting periods (5 days) in which no Worker's Compensation weekly disability benefits are permissible may be paid by applying accrued sick leave.
2. Time lost after statutory waiting periods have been satisfied shall be paid for as provided under the Massachusetts Worker's Compensation laws (currently 60%). Educators may elect to use partial accrued sick leave days (40%) to supplement Worker's Compensation weekly disability benefits to the extent total compensation received does not exceed their regular pay.
3. In order to have portions of unused sick leave re-credited to the educator's account, the Worker's Compensation disability check (not including those payments made to reimburse for medical benefits) must be endorsed to the City of Chelsea. An educator may not receive both Worker's Compensation disability and sick leave reimbursement for the same period of absence.

**E. Severance Pay**

Upon retirement or death, educators may redeem unused accumulated sick leave in cash at a rate of \$75.00 per day;

Less than 25 years of service in the Chelsea Public Schools - 120 days  
25 or more years of service in the Chelsea Public Schools - 130 days

**F. Extended Care**

Provided that the Chelsea Public Schools offers extended day class for employees, educators shall be allowed to utilize such services from 7:30 a.m. – 5:30 p.m. at a daily rate to be determined each year. Further, 10% of Pre-K extended day seats shall be set aside for the children of paraprofessionals,

educators, and administrators, with the understanding that priority for such set aside seats will be given to educators and administrators.

## **ARTICLE V**

### **WORKING CONDITIONS**

#### **A. Teacher/Educator Duties**

1. The Committee and the Union acknowledge that the educator's primary responsibility is to teach or otherwise provide services to students and that his/her energies should, to the extent possible, be utilized to this end. Specific subjects involving non-teaching duties may be discussed under Article XV as they arise from time to time.
2. No educator will perform bus duty.
3. Teachers shall not be interrupted during their teaching periods except in cases of an emergency.
  - a. Access to the classroom of any teacher by persons not employed or authorized by the School Department shall be allowed only after arrangements have been made with the appropriate administrator and the teacher(s) involved.
  - b. Where announcements are made through electronic means, such interruptions normally will be at a specified time during the day.
4. Whenever possible, educators will be given 24 hours of advance notice of administrative tasks such as completion of forms, data surveys, etc.
5. While educators play an important part in the management of student behavior, they shall not be required to perform custodial duties in the cafeteria.

#### **B. Educator Assignment**

1. Educators will be notified in writing of their program for the coming year, including the schools to which they are assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, no later than the final day of school.
2. In order to assure that pupils are served by educators working within their area of competence, educators will not be assigned (except temporarily or for good cause) outside the scope of their teaching certificate and/or their major or minor fields of study.
3. Any educator receiving Professional Teacher Status will be notified by letter no later than the first week of school. A list of those members of the bargaining unit covered by this agreement receiving Professional Teacher Status will be sent to the Union at the same time.
4. All newly hired educators will be assigned a mentor to address induction into the Chelsea Public Schools. Educators who have previously completed the induction requirements established by DESE and who provide a certification of completion will be exempt from participation in the Mentoring program beyond the first year of induction.

## C. Educator Appraisal System

### Preface

The principle purposes of any performance appraisal system should be to encourage professional development and to recognize both individual educator successes as well as areas for individual educator improvement. The system should encourage collegiality among professional educators and sustain the leadership of principals, directors, and other administrators. When necessary, assistance and guidance for the new educator and encouragement and direction for the more experienced educator ought to be part of an ongoing, informal series of professional conversations among educators and a school's leadership. Educators and administrators have a right to presume the fundamental competence of professional educators.

Therefore, this agreement for the Chelsea School District's educator appraisal system aims to promote the professional development of Chelsea educators, to promote effective teaching and learning for Chelsea students, to identify and assist educators who need support and encouragement, to appraise the overall teaching performance of individual educators, to encourage educators' self-appraisal, and to foster collegiality among Chelsea's professional educators. No member of the educators' bargaining unit shall evaluate another member of the educators' bargaining unit.

1. The parties have adopted the DESE Model Collective Bargaining Language on Educator Evaluation as set forth in Appendix B2, with the modifications specified herein.
2. The "Standards" and "Indicators" will be the rubrics published by the DESE (CMR 35.03 and 35.04) for Teacher and Specialized Instructional Support Personnel (Caseload Educator) with an added Student Learning Indicator as set forth in a Memorandum signed by the parties in August 2017. Rubrics for guidance counselors and psychologists, as developed by related professional organizations, that are published on the DESE website are considered to be "Standards and Indicators published by DESE" for the purpose of evaluating educators in those positions.
3. The evaluator will be fair and reasonable in judging educator performance, in approving educator goals, and in all other facets of educator evaluation.
4. The parties agree to establish an Evaluation Bargaining Team to meet at least annually to review the evaluation processes and procedures. The Union President shall appoint the Union Members. The Superintendent shall appoint the management members. The Evaluation Bargaining Team will consider and negotiate over any changes proposed to the evaluation process and procedures by either party. In addition, at such times that the DESE makes additions or modifications in the regulations concerning educator evaluation, the Evaluation Bargaining Team will meet and negotiate over the impact of such additions or modifications. The parties agree to reopen the Collective Bargaining Agreement for the limited purpose of negotiations under this paragraph. As part of the negotiations for the 2021-2024 contract, the Parties specifically agreed to convene Evaluation Bargaining Team to address changes, including rubrics.
5. Each educator will be assigned a "primary" evaluator.
6. For each school year the Superintendent shall select a minimum of ten (10) of the thirty-three (33) Elements, including a minimum of one Element from each of the four (4) Standards, to be given particular priority during the evaluation process on a district-wide basis during the year. In addition, the Student Learning Indicator set forth in the Memorandum signed August 2017 will be implemented throughout the District. Each

Principal may have the option of selecting an additional five (5) Elements to be given priority on a school-wide basis during the year. The Superintendent and Principal, as applicable, will notify all educators and evaluators of the Elements selected for priority during the year no later than the first day of school. The number of elements shall be equal in each school.

7. Each educator shall be responsible for the Five-Step Cycle (CMR 35.06):
  - a. Self-Assessment addressing Standards of Performance and student Learning
  - b. Goal Setting and Educator Plan (at least 1 student learning and 1 professional practice goal)
  - c. Implementation of the Educator Plan and Collection of evidence
  - d. Receiving and signing the Formative Assessment or Formative Evaluation, mid-cycle
  - e. Receiving and signing the Summative Evaluation based on performance against standards and attainment of goals.

\*Signing only indicates acknowledgement of receipt; it does not denote agreement with the contents.

#### APPENDIX B1, B2 & B3.

APPENDIX B1 (Timelines) Adjust timelines, as reflected on attached chart, effective with the 2017-2018 school year.

#### **D. Personnel Files**

1. Any written or oral complaint about an educator that the Superintendent, Principal or his/her designee deems sufficiently serious as to warrant further action and/or investigation shall be called to the attention of the educator within five (5) school days. If the Superintendent or designee determines that a complaint or other matter that reflects negatively upon the educator is to be placed in the personnel file, the educator shall be provided an opportunity to review such material. The educator shall confirm that he/she has had such opportunity by affixing his/her signature to the copy to be placed in the file. The signature signifies that the educator has had an opportunity to read the material and does not necessarily indicate agreement with its content. Educators have the right to inspect their personnel files to the full extent permitted by and subject to applicable law.
2. If the educator's personnel file is reviewed for any reason, the name of the reviewer, date reviewed and reason for the review shall be affixed to the file and a copy sent to the educator. Excluded from this provision are the Superintendent of Schools, Assistant Superintendents, Personnel Director, Administrative Assistant, and the Assistant to the Superintendent.
3. Material relating to an educator's role in the processing of grievances as advocate, grievant or witness shall not be placed in an educator's personnel file.
4. An educator shall have the right to respond in writing to any item contained in the personnel file. The response shall be attached to, and made part of the original.
5. An educator shall have the right to submit any pertinent employment related material for inclusion in the educator's own personnel file. Upon written request the educator shall have the right to review and to reproduce any material contained in the School Department personnel file. With the educator's approval, the educator's designated union representative shall have the right to review the file.

6. Pursuant to applicable state law, educators' medical records will not be kept in the personnel file.

## **E. School Facilities**

To the extent feasible in existing buildings and provided that no substantial capital investment is necessary, and in designing new buildings and rehabilitating existing ones, the School Committee will provide at the site of or in each building:

1. Parking facilities wherever possible.
2. Storage space in each classroom including space that can be locked by the teacher.
3. An adequately equipped workroom to be used by educators in preparing instructional materials.
4. An appropriately furnished lounge to be used as a faculty lounge.
5. Well-lighted and clean staff rest rooms.
6. A box for each educator's mail.
7. A bulletin board or website exclusively for posting of information on professional development.
8. Library facilities.
9. Proper and sufficient equipment for an effective physical education program.
10. Consultation room for testing purposes and educator-parent interviews.
11. Bulletin boards for general building use with a special section restricted for the exclusive use of the Union for the purpose of posting material dealing with proper and legitimate Union business.
12. Radiators in all school buildings shall be covered if they are a cause of danger to the children.
13. Offices shall be provided for Department Heads whenever possible in the opinion of the Principal and Superintendent.
14. The School Department shall provide security and outside lighting onsite for the Extended Day Program and for all afternoon and evening activities.

## **F. Teaching Load; Teaching Programs**

1. "Teaching periods" are those periods in which the teacher is actively involved with the pupil in the act of teaching.
2. "Homeroom" classes are those in which the children assemble in the morning and other times during the day for administrative purposes.
3. "Administrative periods" are those periods during which the teacher is programmed for activity other than teaching.

4. Full time teachers of English at the Chelsea High School shall be assigned five (5) classes of twenty-five (25) pupils (if possible).

**\*\*Effective with the 2005-2006 school year, the Chelsea High School will operate on a rotating schedule with students enrolled in seven courses, but with only six (6) periods meeting each day. Each teacher shall be assigned a daily schedule which includes either four (4) or five (5) teaching periods, one (1) preparation period, and one (1) or no administrative period.**

*“Whether or not Article V.F.5 is properly included in the contract is under dispute. In the event a grievance involving this provision is submitted to arbitration, the dispute about whether the provision is properly included will be resolved using the process set forth in the Memorandum of Agreement dated January 28, 2016.”*

#### **G. Preparation Periods (For Teachers, i.e., Instructional Personnel Only-)**

1. “Preparation periods” are those periods during which the teacher is not assigned to a regular programmed responsibility.

- a. Preparation periods shall be used for unassigned professional work related to teaching in Chelsea.
- b. Preparation periods shall be distributed in each school on an equitable basis.
- c. Each teacher shall receive a preparation period daily.

Pre-kindergarten and Extended Day Pre-kindergarten teachers who receive planning time, will have such planning time count towards the negotiated amount of preparation periods.

Any teacher who does not receive his/her preparation/ planning period as negotiated will receive compensation at the contractual hourly rate in accordance with Article III Section L.

- d. At the elementary level, teachers will be allowed to leave the classroom when specialist teachers are assigned. During periods when specialists are present, the teachers will be responsible for assuring orderly transitions at the beginning and at the end of the class.
- e. Teachers may voluntarily participate in a professional development activity or attend an IEP meeting during their preparation period. Teachers who do volunteer shall be paid the contractual hourly rate. There will be no adverse consequences for a teacher who chooses not to volunteer to participate in any activity during the preparation period.
- f. In the event that the District schedules early release days, preparation periods will be suspended on those days, provided that teachers are allowed 45 minutes for lunch.

#### **H. Notices and Announcements**

1. All School Department directives pertaining to educators shall be via school issued e-mail accounts and shall be made available to educators on request. All school personnel will access school issued e-mail accounts on a regular basis during the school year.



2. The Rules and Regulations of the School Committee shall be posted and maintained on the School Department website. The Union will be provided with a hard copy of the rules and regulations.
3. The Union will be provided with a list on a semi-annual basis of all educators and their work location.
4. Information on the accumulated sick leave, salary step and lane, longevity tier and personal time available for each educator shall be sent to each educator by October 15 of each school year. The information shall be transmitted in a sealed envelope.
5. School programs should be accessible to the entire faculty of a particular school.
6. A method of circulating information should be devised in each building to prevent unnecessary classroom interruptions.
7. Notice of postings for all summer school openings shall be made to members through the use of the District's email server, such notice to include where the posting can be accessed.

#### **I. Scholarship Standards**

1. The parties agree that continuous study will be given to suiting the curriculum to the student and developing optimum teaching-learning conditions.
2. The practice of keeping pupils out of class for activities associated with recreation and entertainment is to be discouraged.

#### **J. Student Discipline**

1. Student discipline is the joint responsibility of educators, parents, and administrators. All must work together in a mutually supportive manner to maintain an atmosphere of respect for the rights of others and one in which maximum learning can take place.
2. Educators shall have the responsibility and authority to maintain student behavior. Any pupil whose behavior is disruptive to the educational process or whose actions threaten the health, safety, or civil rights of others shall be referred to the administrator by an educator.
3. Within the established educational laws and regulations of the school department, each school shall develop its own discipline policies through the process of the School Site Council. School-wide rules are subject to review by the Superintendent.
4. Serious and recurring offenses may warrant suspension from a teacher's class pending parent intervention or other appropriate remedy. Normally, during the period of such suspension the student shall not be returned to the teacher's class or be placed in the class of another teacher.

#### **K. Assault Cases**

1. The parties recognize that, subject to applicable law, an educator may use reasonable force, as is necessary, to protect pupils, other persons, and themselves from an assault.

2. The parties further recognize that corporal punishment of pupils is prohibited.
3. Principals and educators shall be required to report, in writing, all cases of physical assault suffered by educators in connection with their employment to the Superintendent of Schools. The Superintendent will inform the educator of his/her right to meet with the City Solicitor who will inform said educator of his/her rights under the law.
4. Legal Counsel--The School Committee agrees to provide legal counsel to defend any educator in any action arising out of an assault on an educator or any disciplinary action taken against a student by an educator provided that the educator is not the assailant.
5. Compensation for lost time--If the physical assault on an educator results in loss of time, the educator shall file a report of injury pursuant to the Workers' Compensation statute. In such cases:
  - a. The School Department will provide full pay for lost time during the statutory five-day waiting period prior to receipt of Workers' Compensation benefits, provided that in the event the educator receives Workers Compensation retroactive to the first day of absence, the educator shall reimburse the School Department.
  - b. During the period of Workers' Compensation coverage, the educator may use any accrued paid sick time to make up the difference between the amount paid under Workers' Compensation and the educator's regular pay for all periods of lost time.

#### **L. Legal Assistance and Support**

1. If an educator is injured or an educator's property is damaged by the willful misconduct of a student, the educator may request assistance and advice from legal counsel for the School Department concerning the educator's legal rights.
2. Any educator subpoenaed as a witness in a substance abuse or child abuse case or other action because of or arising out of the employment relationship may request legal assistance and advice through the School Department or the City Solicitor's office. An educator required to appear in court under this section shall not suffer loss of pay or deduction from annual or accumulated sick leave.

#### **M. Class Size**

The composition and size of classes shall be in accordance with the State Department of Education policy.

The School Committee and the Union recognize the importance of reasonable class sizes to support teachers in being able to promote student achievement at high levels. When the following upper limits are exceeded, the Union may request to meet with the Superintendent to discuss the issue and consider possible remedies.”

Prekindergarten	20	Kindergarten	25
Grades 1 to 12	30	SEI	30

**N. Extra-Curricular Activity**

1. Compensation for extra-curricular activities shall be paid on the following schedules:

Group I	2.0% of the educator's annual pay*
Group II	2.5% of the educator's annual pay*
Group III	3.0% of the educator's annual pay*

\*Or the present rate for current incumbents, whichever is greater.

2. Group I

Science Club	Gay-Straight Alliance
Multi-Cultural Club	Tri-M Music Honor Society
Asian Club	Peer Mentors
Interact Club	Mock Trial Team
Video Club	Business Internships Club
Anime & Comics Club	Book Club
Children's Cancer Awareness	Summer Search

3. Group II

Chess and Board Games Club	Art Club
Sophomore Class Advisor	Jazz Band
Freshman Class Advisor	Student Government/Advisory Council
Junior Class Advisor	Drama Club
Journalism Club	

4. Group III

National Honor Society  
Senior Class Advisor  
Yearbook Advisor  
Yearbook Assistant

5. All clubs are subject to approval by the Superintendent of Schools. They shall be placed in the appropriate groups per agreement between the Superintendent of Schools and the President of the Chelsea Teachers' Union. If two class advisors are assigned by the Principal, each advisor shall receive the full rate for the assignment. In order to initiate a new club, an educator must first implement the club for a one-year pilot without compensation in order to establish the efficacy of the club, including whether there is sufficient student interest. Implementation of the pilot is subject to the approval of the building Principal. After a one-year pilot, the educator may make a proposal to the Principal to add the club, with stipend, on an ongoing basis. If the Principal supports the proposal, he/she shall petition the Superintendent for approval.

**O. Resignation from Employment**

1. The required notice of resignation from employment is thirty (30) days.

2. The Union would agree that educators have a very serious ethical responsibility with respect to their employment. Hence, educators should adhere to the conditions of their contract until service thereunder has been performed or until they have secured its termination by mutual consent.

**P. School Calendar**

1. The Union shall be consulted in preparation of the annual school calendar, but it is acknowledged that the final decision in this regard must rest with the administration with the final approval by the School Committee. The schedule may be adjusted as the Superintendent deems necessary in light of current conditions.
2. Regular reporting date (all educators): As part of their regular work schedule, all educators shall report to work two days prior to the opening of classes. The professional development days assigned for all staff prior to the first day with students will include time for educators to be scheduled for two (2) hours to devote to setting up and organizing their workspace.
3. There will be no mandatory or voluntary school meetings, including but not limited to, open houses, parent/educator meetings, professional development or other school sponsored activities, scheduled on the first or third Wednesday of the month when there is a CTU meeting scheduled, provided that the school department may schedule community meetings on such days so long as the meetings start at or after 6:00 PM.

**Q. Educators' Work Day: After School**

The Union and the School Committee recognize that educators are professionals who set high standards for themselves and expect the same from their professional colleagues and peers. The parties want to encourage participation in activities which enhance learning and parental communication.

Minimally, all personnel are required to be at their assignment 15 minutes prior to the late bell and 15 minutes after the departure bell.

**R. Duty-Free Lunch**

Educators will be given a 25-minute duty-free lunch period between 11 a.m. - 1:15 p.m. on each school day.

**S. Hiring of Substitute Teachers**

1. Whenever possible, substitute teachers shall be hired to cover classes of regularly assigned teachers when they are absent.
2. Special and/or itinerant teachers should not be used to cover classes in place of substitutes.
3. The employer shall establish a practice of assigning a minimum of ten substitute teachers on a daily basis as follows:
  - a. At the Hooks, Berkowitz, Kelly, Sokolowski, Clark Avenue, Browne, Wright and Chelsea High Schools there shall be one each;
  - b. At the Shurtleff School Early Learning Center there shall be two;

4. The daily rate of pay for substitutes is included below for informational purposes and is subject to unilateral change by the School Committee. Rates effective with the beginning of the 2021-2022 school year were as follows:

\$115 daily substitutes  
\$155 building substitutes  
\$230 long-term substitutes

#### **T. Training Teachers**

1. Teachers cooperating in the training of student teachers shall be known as training teachers.
2. Qualifications for training teachers shall include the following whenever possible:
  - a. Teacher licensure.
  - b. Three years of successful teaching experience.
  - c. Recommendation of the student teacher by the school, college, or university requesting such service.
  - d. Recommendation of the student teacher by the Chelsea School Department.
  - e. Willingness of the cooperating teacher to work with the college requesting such service and with the Chelsea School Department in effecting a coordinated training program.

#### **U. Parent-Educator Conferences**

1. As professionals, educators are expected to initiate timely communication with parents to review student achievement or problems. Communication by educators with parents about the progress of their children as well as general meetings about school and curriculum are a significant component of education. All educators will be expected to attend three (3) parent-educator open houses each year which, at the discretion of the School Site Council, may include two (2) evening parent-educator conferences and one (1) open house. Evening open houses will include provision of security officers and proper outside lighting.
2. The parties acknowledge that the appropriate extent of educator-parent communication may vary by grade, subject area, and individual issues of particular students.
3. At the discretion of the Principal, school counselors may be assigned to attend up to three orientation sessions (such as parent workshops, presentations, etc.) for parents of students planning to attend Chelsea High School and for parents of students planning to attend college in lieu of, but not in addition to, the parent-educator conferences or open houses referred to in Section 1.

## V. Layoff

### Layoffs based on reduction in force

1. Professional Teacher Status--The language in all of the following sections refers only to educators who have obtained professional teacher status.
2. Seniority Determination--Prior to December 15 of each school year, the Superintendent shall provide to the Union a list of all educators. The educators shall be listed in their appropriate impact areas according to licenses and seniority. Seniority shall be calculated by computing the length of continuous employment in the Chelsea school system. When two or more educators have the same length of continuous employment, the educator or educators with the greater or greatest total length of employment in the bargaining unit shall be deemed to have the greatest seniority. When two or more educators have the same length of total employment in the bargaining unit, the educator or educators with the greater or greatest total teaching experience shall be deemed to have the greater or greatest seniority.

Approved leaves of absence shall not be considered breaks in continuous employment. However, the period of time spent on unpaid leave of absence shall not be counted in the computation of seniority. The period of time spent on layoff and subject to recall shall be counted in the computation of seniority.

3. In cases involving educators who have identical seniority, preference for retention or recall shall be given to the educator who has the highest level of training in the area in which he/she is teaching.
4. Impact Areas--Impact area shall mean the area of state licensure in which the educator spends the most periods in the regular school day.

An impact area for any program which does not fit into an existing area may be established by agreement of the parties.

5. Procedure--The following procedure shall apply before a reduction in the bargaining unit shall occur under this paragraph:
  - a. Notice--Not later than 10 days after the School Department determines that a reduction in the number of bargaining unit positions shall occur, it shall send to the union a list of the affected impact areas and the positions to be eliminated.
  - b. Consultation--Before terminating a specific educator under this paragraph, representatives of the Union will be given an opportunity to meet with the Superintendent or his representative to consult concerning individual terminations.
6. After the Union or educator has been made aware of all open positions in the bargaining unit for which the educator is licensed, an educator whose position is eliminated shall either:
  - a. Be transferred to an open position for which the educator is licensed; or
  - b. Replace a bargaining unit member without professional teacher status whose position the educator is certified fill; or

- c. In determining the order in which educators with professional teacher status shall be laid off within an impact area, the educators' qualifications shall be the determining factor. These include indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L. Chapter 71, Section 38 and the best interests of the students in the school or district.

Ratings derived from evaluations shall be based upon the educator's past summative evaluation ratings as compared to other educators' past summative evaluation ratings in the impact area during the period up to five (5) years immediately prior to the school year of the layoff unless evaluations were not available during any of those years. When assessing the evaluations, no distinction shall be made between the overall performance ratings of Proficient and Exemplary.

When qualifications are equal, preference for retention will be given to the educator with greater seniority. An educator's placement on the salary schedule shall not be a factor in the consideration of the best interests of students.

Subject to the qualification criteria, an educator with professional teacher status reached for layoff within a particular impact area shall be allowed to bump the least senior educator in another impact area in which he/she holds licensure, provided the educator seeking to bump has at least one full year teaching experience in Chelsea in that impact area within the previous ten years.

In reviewing the Employer's decision that a difference in evaluations exists, an Arbitrator shall utilize a reasonableness standard and shall review the evaluation and relevant documents described in the evaluation process.

- 7. Educators who are to be affected by a layoff must be notified in writing no later than June 15 of the school year preceding the year in which the layoff will take effect. Said notice shall include the reasons for the layoff.
- 8. Educators who have been laid off shall be entitled to recall rights for a period of two years from the effective date of the respective lay-off. By recall, it is meant that the Committee will fill all regular full year teaching vacancies first with persons on the recall list who are licensed for the particular position at issue. In determining the order of recall, the educators' qualifications shall be the determining factor, applying the criteria set forth in Article V, Section V, part 6.c above. An additional year will be granted provided the educator makes such a request in writing to the Superintendent of Schools by April 15 of the second year on the recall list. An educator will be removed from the recall list if he/she refuses to accept a full-time position for which he/she is qualified.

During the recall period, educators shall be notified by certified mail (return receipt requested) to their last address of record and be given preference for positions as they develop in the inverse order of their layoff.

All benefits to which an educator was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. During the recall period, educators who have been laid off shall be given priority on the substitute list if they so desire and will be given absolute preference in filling any approved leaves of absence for which the educator is certified, in an

order determined by the educators' qualifications, applying the criteria set forth in Article V, Section V, part 6.c above. Educators may refuse to accept these positions without losing their rights to remain on the recall list.

9. Laid off educators may continue group health and life insurance coverage during the recall period as provided by the City to members of the bargaining unit by reimbursing the City for the premium cost. Failure to forward premium payments to the City or refusal to return to employment upon recall will terminate this option. The provisions of this section are subject to the approval of the City Treasurer and/or the appropriate authority.
10. The Committee agrees to forward to the Union the initial employment date of all new employees in the bargaining unit.
11. Educators on any approved leave are subject to this reduction in force agreement under the same terms as an educator in in service. The layoff clause supersedes rights of return granted under a leave clause.
12. During the period of time an educator is on the recall list, he/she may request temporary removal from the list for reasons of illness by submitting a letter to the Superintendent of Schools with a doctor's note verifying the illness. The educator may return to the list by submitting a letter to the Superintendent of Schools with a doctor's note verifying his/her physical ability to return to employment. The original time on the recall list will not be extended because of this section.

#### **W. Extended Day/Work Year and Pre-School Programs**

The Chelsea School Committee is committed to continue providing year-round, full day programs for children at the Early Learning Center. The operation of such programs will provide additional opportunities for employment for teachers for sessions which occur before the regular school day, for sessions which extend the regular school day, and for sessions held on days when regular classes are not in session.

The following will be applicable for teachers who wish to participate in this program:

1. Teacher participation in this program is voluntary, but teachers who elect to serve will be expected to fulfill their commitments to the program.
2. Teachers will be selected on the recommendation of the Superintendent. The Superintendent will consult with teachers, principals, and parents in making a recommendation.
3. Day school teachers who work additional hours in the program will be paid at the after school Hourly Rate of Pay (Art. III, I) for time spent on days when school is in session, and will be paid at their per diem rate (or pro rata of per diem) for work on days (or portion of days) when school is not in session, including summer, spring break, school holidays which are not state holidays, etc.
4. Effective with the 2004-2005 school year, the Extended Day Program was restructured. Teachers assigned to the program work a 7.5-hour school day and will receive their per diem hourly rate for the extra hour per day for the contractual work year.
5. The assignment of a teacher to the Early Childhood Extended Day Program does not guarantee the teacher work beyond the regular teacher work year for any school year.



6. All educators who are qualified to serve as Early Childhood teachers may be considered for assignment for vacations and extended year periods. Preference shall be given to teachers normally assigned to the Early Childhood Program.
7. Any teacher assigned to the Early Childhood Program may attend the monthly early release in-service program provided that there is not a conflict with the teaching schedule. If such a conflict arises, Early Childhood Program teachers who are unable to attend the monthly early release in-service will be provided with alternative in-service training opportunities.

#### **X. Assignments Beyond Regular Teaching Assignments**

The following provisions shall apply to all assignments beyond regular teaching duties for which additional compensation (by means of rate of pay, stipend, hourly or per diem payment, or elevation to a higher salary scale, or otherwise) is provided:

1. The Superintendent shall have the right to determine which educators shall be recommended for assignments for which additional or higher compensation is provided. These include, but are not limited to, Department Heads or equivalent, Lead Teachers, teachers assigned to the extended day or preschool programs, and advisors to activities.
2. The parties agree that no educator with professional teacher status or expectation of continuation of assignment shall be applicable to any such assignment and that the decision not to select an educator for, or not to continue the assignment of an educator at the expiration of an assignment, is not subject to arbitration.
3. Unless a different duration is stated at the time of the assignment or approved subsequent to the commencement of the assignment, all such assignments shall terminate at the end of the school year in which the assignments commence. Unless the criteria for the assignment presuppose rotation or change in incumbent, such assignment may be renewed or continued.
4. Compensation for Overnight Trips. Educators in an official capacity supervising students on overnight trips that take place during the work week will be compensated seventy-five dollars (\$75) per night. Educators supervising trips that take place over a weekend, vacation, or other non-working day will be compensated one hundred twenty-five dollars (\$125) per day.

#### **Y. School Day**

Beginning with the 1999-2000 school year, the regular school day for educators serving at the high school level is increased by an additional five (5) minutes.

#### **Z. Mandatory Workshops**

All mandatory workshops shall be approved by the Superintendent of Schools or designee prior to being posted.

#### **AA. Faculty Meetings**

All educators are required to attend two meetings each month. One of these meetings shall be scheduled as a regular staff meeting run by the school's principal to address school related matters. The second meeting will be scheduled to address district-wide issues such as curriculum, student achievement, assessment of student work and review of initiatives. This

meeting may be scheduled by discipline, by level, or by subject matter and may be scheduled at a central location and may include educators from other schools. Faculty meetings will be scheduled for one hour.

In lieu of two meetings per month, a principal, with the approval of a majority of the members of the bargaining unit *by secret ballot vote at a faculty meeting*, may schedule one longer meeting per month for a duration of up to two hours to discuss related matters as well as district wide issues.

Specialist educators (such as teachers of Special Education, English Language Learners, Literacy/Title I, Social Workers, Guidance, Visual Art, Physical Education, Performing Arts) are also required to attend one additional monthly district-wide meeting scheduled for up to one hour to address specific issues or curriculum directly related to the district-wide program to which the educator is assigned.

The parties agree that the principals may release an individual from a required meeting because of a personal and non-recurring emergency. The test for release is the same as the test for dismissing a professional from regular duties to attend to a personal emergency during the school day.

The parties agree that principals may release an individual from a required meeting if the individual must attend to the coaching of a district athletic team and has been selected as a coach of that team, if the individual must accompany students on an approved excursion or competition that conflicts with the meeting, or if the individual is meeting in any other way requirements of a district based assignment that directly serves or oversees Chelsea students.

The parties agree that in recognition of the extraordinary need for teachers to meet federal mandates for being “highly qualified” and in order to meet the needs for teachers to be licensed and trained in the subject areas for which they sponsor instruction, principals may release an individual from required meetings to attend an authorized course, workshop, or training session. However, a) such releases must be of limited duration; b) the courses individuals attend must be ones that offer no alternative and non-conflicting meeting times; c) the courses must be approved and consistent with both school and individual professional development plans; and d) the release must terminate with the end of the academic period during which the course is offered.

An educator may be released from a required meeting for other reasons only with the approval of the Superintendent.

In the event that a one-hour Faculty or a Department (i.e., Specialist) meeting is canceled due to school closure or inclement weather, the next Faculty or Department meeting will automatically be two hours in length. In the event of the cancellation of two meetings in a row or in the event of a cancellation of a two-hour faculty meeting (as initiated by secret ballot vote), the Union President and the Superintendent will meet to work out alternative arrangements for scheduling.

## **BB. Lesson Planning**

Educators are expected to use the district lesson plan template or other standard forms. Lesson plans should be completed each week. Lesson plans must be available for inspection by the

school's administration. Educators must have lesson plans readily available during the instructional day.

In the event an administrator seeks to remove the lesson plan book from the classroom for the purpose of review or copying, the educator will have the option of instead providing a copy of the dates/pages requested, so long as provided by the end of the school day.

## **CC. Drug-Free Schools**

As a condition of employment with the Chelsea Public Schools, all educators are required to sign the Employee Substance Abuse Policy. The Safe and Drug Free Schools and Communities Act requires this policy which mandates that the Chelsea Public Schools inform all employees that the use of drugs and/or alcohol in connection with activities on the premises of the Chelsea Public Schools is prohibited. This policy will be posted and maintained on the Chelsea Public School's website.

## **ARTICLE VI**

### **TRANSFERS; PROMOTIONS**

#### **A. Transfers**

1. In filling vacancies occurring at the end of the school year for the subsequent year or in filling new positions, due consideration will be given to the request of educators within the System for transfer to such open positions. It is recognized that the decision of whether or not such transfer will be made must rest with the Building Principal and final approval of the Superintendent of Schools.
2. Notice of vacancies will be publicized for at least two weeks. Educators seeking transfer to the vacant position may apply at any time during the two-week period.
3. A principal shall not hinder an educator's right to apply for a transfer out of his/her school.

#### **B. Application for Promotion**

1. When vacancies occur or are about to occur on higher positions or more desirable positions or when new positions of comparable status are to be established, a two (2) week notice of such circumstances shall be posted on the appropriate school bulletin board and circulated by the Superintendent to all educators.
2. Qualifications, requirements, duties, salary, and other pertinent information shall be categorically set forth.
3. Applications should be solicited from personnel, within and without the City, who believe themselves qualified by reason of experience, training, capacity, and general ability to execute proficiently all the demands of the position.
4. Such applications shall be in writing and shall set forth the basis on which the applicant solicits consideration. Two (2) weeks' notice will be allowed for such submission of applications.

5. Consideration shall be provided for outside supervisory experience when rating for an administrative position. Experience in a private school or college of an accredited nature shall also be considered.
6. Experience as an educator abroad may be submitted for consideration for promotional purposes when such experience is acquired in Federally operated schools and other schools approved by the School Committee.

## **ARTICLE VII**

### **LEAVES OF ABSENCE**

#### **A. Sick Leave**

1. Every educator shall be credited with an annual leave of fifteen (15) days without loss of pay for absence caused by illness. Sick leave of up to 15 days per year may be used for the care of an ill family member who resides in the same household as the educator, provided that the Superintendent shall have the discretion to allow use of up to 15 days per year for the care of an immediate family member who does not reside in the same household as the educator. A part-time educator will receive sick leave and personal leave on a pro-rated basis. Educators who are not in active service at the beginning of the school year and who are on an approved unpaid leave, or who are on a paid leave through the sick leave bank will be credited with pro-rated sick days upon return to work from such leave.
  - a. A joint union/management committee shall be established to discuss the implementation of a uniform call-in system for notification of sick leave.
2. With prior approval, educators may utilize sick leave for time off required for medical treatment. Educators are expected to schedule such treatments outside of regular school hours whenever possible.
3. Such leave not used in the year of service for which it is granted shall be accumulated for use in subsequent years.
4. Any accumulation of sick leave days which educators have at the effective date of this section of the Agreement shall be retained.
5. If an educator begins employment other than at the beginning of the school year or leaves the Chelsea School Department prior to the completion of his/her contract sick leave shall be pro-rated at the rate of one and one-half (1 1/2) days per month.
6. Abuses of sick leave will be treated as individual disciplinary cases by the Superintendent.
7. Extension beyond the stated sick leave may be granted in exceptional circumstances at the discretion of the Superintendent of Schools.
8. Educators whose services are terminated for any reason shall not be entitled to compensation in lieu of any sick leave not taken.

9. Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any educator rehired after a termination of service.
10. Sick leave may be given for any other reason approved by the Superintendent of Schools.
11. Any educator excluded, removed, or quarantined from service by action of a public health official due to exposure to any disease in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion, removal or quarantine, but in no case for more than two years, and for such further additional period as the educator may be entitled to under the regulations of the Chelsea School Committee.
12. Teachers with professional status may be allowed to borrow days from the sick leave allotment of the succeeding year. In the event of departure from the Chelsea School System, restitution for borrowed time shall be made.
13. There shall be established a sick leave bank to be administered solely by the Chelsea Teachers' Union. Membership in the bank will be limited to educators with professional teacher status and occupational therapists and physical therapists in accordance with Article X, Section E.1.d.

The unit will designate a Coordinating Committee consisting of one educator from each school to consult with the Superintendent as to any problems that may arise in administering the bank. Each educator who wishes to participate in the sick leave bank shall contribute one day of his or her unused accumulated sick leave to the bank. Each day contributed will be subtracted from that educator's individual accumulated sick leave. From time to time thereafter, the bank will be replenished by donation of one day by each educator who wishes to continue participating. The additional donation will be made whenever the total number of days remaining in the bank is reduced to fifty. Before drawing on the bank, an eligible educator must first have exhausted his or her own accumulated sick leave and further lost ten consecutive days of pay due to illness or injury. Upon retirement or death, an educator or the estate of the educator may donate any unused sick leave days to the sick leave bank. There shall be a cap of 183 days for sick leave bank usage by any individual.

14. An educator with professional teacher status who has an accumulated sick leave balance of at least 45 days at the end of a school year, shall be entitled to buy back up to five days from his/her accumulated sick leave bank at the end of each school year in accordance with the following chart:

Days absent due to illness	#of days eligible to buy back	Amount
0	5	\$1000
1	4	\$ 800
2	3	\$ 600
3	2	\$ 400
4	1	\$ 200
5	0	NONE

It is understood that the above is exclusive of any donation to the Sick Leave Bank.

## **B. Funeral Leave**

1. Educators will receive up to five days off with pay in the case of a death in the immediate family. The term immediate family means the educator's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or any relative or domestic partner residing in the same household. The Superintendent shall have the discretion to grant such paid time in the case of the death of a step member of the immediate family (e.g., stepchild, stepfather) provided that such leave shall not be unreasonably denied.

In the event of a familial loss (either the pregnant person or the co-parent) of a pregnancy due to miscarriage or stillbirth, educators shall be entitled to up to five (5) days at the time of this loss. Neither the length of the pregnancy nor the number of children will impact the number of days to which members of the bargaining unit are entitled.

2. An educator may be granted one day's absence for the funeral of the educator's or spouse's aunt, uncle, niece, nephew, grandparent, brother-in-law, or sister-in-law.
3. Days granted for funeral leave will not be deducted from an educator's annual and/or cumulative sick leave.
4. Funeral days are consecutive school days immediately following or including day of death; however, if the death occurs on a day after the educator has reported for duty, such day shall not be counted as a funeral day. Weekends are not considered school days. Holidays, vacations, or suspended sessions shall be considered school days. If a death occurs when school is not in session, educator may not be entitled to all days. In the event that services are not held promptly after a death, the Superintendent shall have the discretion to grant the funeral days as outlined above when services are scheduled.
5. Permission to attend the service shall be granted to at least one educator per building in the case of death of an educator retired from that building.
6. The discretion of the Superintendent shall be exercised on the occasion of a death of an educator in the Chelsea School Department.
7. Educator representatives shall be permitted to attend funeral services of families of their colleagues when arrangements can be made among the faculty with the approval of the Principal.

## **C. Personal and Religious Leave**

1. Each educator shall receive three (3) days annually for personal leave and three (3) days annually for religious leave. Three (3) of the total of six (6) days which may be taken for personal or religious purposes will not be deducted from accumulated sick leave. If any of these three (3) days are not taken they will be added to the individual's sick leave accumulation in the following year.

The use of personal days should be requested at least two (2) school days in advance whenever possible. In the event an educator cannot give advance notice because of an immediate emergency situation, the personal days will be approved.

Educators who request personal leave for a personal emergency are not required to state the reason for the request. The request will be approved by the administrator unless there are compelling reasons for denial. Such reasons may include district-wide or school-wide testing (known in advance) or absences for a large number of educators already approved.

Any educator whose request has been denied has the right immediately to appeal the denial to the Superintendent, and the Superintendent or his designee shall review the request and render a decision within twenty-four hours. Educators who are appealing a denial may wish to provide more complete information about the request, but they are not required to do so.

Personal leave days may not be granted immediately preceding or immediately following a scheduled vacation or holiday period although by contract the Superintendent may grant a paid personal day if a case so warrants.

The Superintendent may also grant unpaid personal leave “without prejudice” if the case so merits.

2. Religious leave may be used for the observance of religious holidays.
3. Personal leave may be used for personal emergency but not for personal convenience. ‘Emergency’ includes home, personal, or family exigencies that the educator is unable to schedule for non-school hours, including care of the immediate family or permanent members of the household and non-Chelsea School related court cases.
4. The employer expects educators to use personal days only for reasons included in Number 3 above.
5. All requests for personal leave shall be answered within two working days following receipt of the request.

#### **D. Commencement Leave**

1. A regular employee may be granted leave of absence with pay for one (1) day to attend commencement exercises at which he will be awarded a degree or professional diploma in education. A regular employee may be granted leave of absence with pay for one (1) day to attend graduation exercises at which a member of his immediate family will be awarded a degree or diploma which represents the completion of at least two (2) years of post-high school study. Such absence will be deducted from the annual and/or cumulative sick leave.
2. For the purpose of this regulation, immediate family is defined as father, mother, spouse, son, daughter, sister and brother.

#### **E. Sabbatical Leave**

1. Granting of sabbatical leave shall be predicated upon demonstrable professional growth and promise as evidenced by recommendations of superiors; award of scholarships, fellowship or grant; participation in graduate program leading to a higher degree, certificate, or academic concentration.

2. Sabbatical leave of absence not exceeding one year for approved study may be granted a member of the professional staff after seven (7) consecutive years of service in the schools of Chelsea upon recommendation of the Superintendent of Schools and approved by the School Committee.
3. Requests for sabbatical leave of absence shall be made before April first of the school year previous to the school year for which leave of absence is requested. Decisions on leaves shall be made at the School Committee meeting following the April 1 deadline, whenever possible.
4. Application for sabbatical leave will be made on a form furnished by the Superintendent. A statement of the plan for the sabbatical period shall be submitted.
5. A member of the professional staff on sabbatical leave shall receive a salary equal to the full annual salary to which he or she would have been entitled had he or she remained in the school system that year. For educators, salary will be interpreted to mean the basic salary excluding supplemental payments for special assignments.
6. No more than five (5) educators may be on sabbatical leave during the same school year.
7. Prior to the granting of such a leave, an applicant shall enter into a written agreement with the Chelsea School Committee that upon termination of such leave he will return to service in the Chelsea Public Schools for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the city or town an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
8. In granting leave the School Committee will take into consideration the recommendations of the Superintendent and the educational value to the Chelsea School System of the proposed project. The decision of the Superintendent and the School Committee shall be binding.

## **F. Military Leave**

Military leave of absence without pay may be granted to a permanent educator inducted into the Armed Forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequent amendments by Congress.

In accordance with the FMLA, eligible educators are entitled to the following leaves relating to Military Leave:

Active Duty Leave – Up to 12 weeks of unpaid leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the educator is on active duty or has been notified of an impending call to active duty, in support of a contingency operation.

Injured Service Member Leave - An eligible educator who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of unpaid leave in a single 12-month period to care for the service member. This military caregiver leave is available during “a single 12-month period” during which an eligible educator is entitled to a combined total of 26 weeks of all types of FMLA leave.



## **G. Organized Reserve Forces**

The Chelsea School Committee shall continue to exercise its discretion in considering the request of any educator who is a member of a reserve component of the Armed Forces of the United States in accordance with Section 59 of Chapter 33 of the General Laws for a leave of absence without loss of pay during the time of his annual tour of duty as a member of such reserve component.

## **H. Maternity/Parental/Adoptive Leave**

1. Parental leaves will be granted to educators in accordance with the Massachusetts Parental Leave Act at MGL Chapter 149, Section 105D (MPLA) and the Family Medical Leave Act (FMLA).
2. An educator who wishes to take leave under this section shall inform the Superintendent in writing on an approved form of the anticipated date of departure at least four (4) weeks in advance. (In the event of notification by an appropriate agency of an adoption date less than four (4) weeks in advance, the notice date will be adjusted accordingly.) At the time of the notification, the educator will select one of the following two (2) options, to the extent eligible:

**Option A** – Statutory Leave: Unpaid Massachusetts Parental Leave (MGL Chapter 149, Section 105D) or unpaid leave under the Family Medical Leave Act Leave. To the extent an educator has accrued paid sick time and is receiving a child through birth, surrogacy, adoption, or foster placement with intent to adopt, the educator may substitute up to twelve workweeks of paid leave for FMLA leave, (or in the case of MPLA eight (8) workweeks), to be deducted from their accumulated paid sick time, so long as taken consecutively within twenty-four workweeks of the child's arrival. The duration of Statutory Leave shall not exceed twelve (12) workweeks (or in the case of MPLA eight workweeks). Leave under this section is not based upon medical incapacity, and days from the sick leave bank are not available for use under this section. Extended school vacations, including the breaks in December, February, April and over the summer do not count as workweeks, whereas weeks merely shortened by holidays, snow days and the like do count as workweeks.

**Option B** – Extended Leave for Educators with Professional Teacher Status: Unpaid extended leave through the end of the school year in which approved Statutory Leave concludes.

3. At the time the educator requests and is granted his/her leave, the anticipated date of return shall be specified. In the event an educator is unable to return on the specified date of return, the educator must submit a written request for additional leave to the Superintendent at least one week in advance. Absent the request for and the granting of additional authorized leave, the educator's failure to return on the specified date shall be deemed a voluntary resignation not subject to the grievance procedure.
4. An educator returning from a maternity/parental/adoptive leave of absence will be returned to his/her previous position or a substantially similar position and will retain the seniority held at the time the leave became effective. Salary placement shall be at the next step of the salary schedule if the educator served one-half or more of the year in which the leave was granted.

**I. Family and Medical Leave Act**

Eligible educators are entitled to leave under the Family and Medical Leave Act including Military Leave provisions noted in Section F. All leave taken for qualifying events under FMLA shall be applied to an individual's FMLA allotment. An educator is entitled to a maximum of twelve (12) work weeks of FMLA leave during any twelve (12) month period calculated on a "rolling" calendar basis. Educators should contact the Director of Personnel for information regarding eligibility and qualifying events under the FMLA.

**J. Jury Duty**

Jury duty leave shall be granted under the provisions of Massachusetts General Laws, Chapter 234A, Section 48. Any educator who is called to jury duty shall have his or her salary paid by the School Department for all days served. The educator shall remit to the School Department any fees received for performing jury duty.

**K. Detached Service Leave**

1. Upon request of the President of the Union, the President or other officer shall be placed on Detached Service Leave for up to 2/5 time per day (i.e. 2 teaching periods). The purpose of detached service shall be to review the implementation of this agreement and to represent educators in all matters with the employer. Any such leave shall be scheduled by mutual agreement between the President of the Union and the building principal.
2. An educator on Detached Service Leave shall enjoy all the rights and benefits of the collective bargaining agreement. Upon return to full time service, the educator shall be returned to employment in the position held at the time the leave commenced.
3. The Union shall reimburse the city for pro rata salary and fringe benefits.

**L. Leaves of Absence (paid and unpaid)**

An educator with professional teacher status and at least five (5) years of service in the Chelsea Public Schools may be granted an unpaid leave of absence for reasons not specified in the contract provided that the following conditions are met:

1. The leave must be for the entire school year and must be requested in writing by August 1 immediately prior to the school year during which the leave will occur;
2. Written notice of the educator's intention to resume employment with the Chelsea Public Schools or to resign his/her position must be given to the Superintendent of Schools not later than June 1 of the school year for which the leave was awarded;
3. The educator's failure to give written notice by June 1 of his /her intent to resume employment and /or the educator's failure to commence the regularly scheduled school year shall be deemed a voluntary resignation and such termination shall not be subject to grievance or arbitration;
4. All requests for leaves of absence beyond one (1) school year or for the extension of an existing leave of absence may be granted at the discretion the Superintendent of Schools and shall be subject to grievance but not to arbitration.

## **M. Leaves under the Massachusetts Domestic Violence Act**

The Chelsea School Department and the Chelsea Teachers' Union acknowledge that the Domestic Violence Act (DVA) provides up to fifteen days of unpaid leave in any twelve-month period for educators under the circumstances outlined by the statute. The parties agree to the following with respect to implementation: (1) the twelve-month period for unit members will be calculated on a rolling calendar basis, and (2) the Superintendent will allow the member under Article VII, A. 10 to substitute his /her accrued paid sick leave for the unpaid leave provided by the statute.

## **ARTICLE VIII**

### **SCHOOL SITE COUNCILS**

#### **A. School Site Councils**

1. The School Site Council membership will be comprised in accordance with MGL, Chapter 71, Section 59C.
2. The School Site Council (SSC) will be encouraged to develop proposals regarding, but not limited to, the following: curriculum and staff development, student discipline and behavior standards, facilities and equipment, scheduling, staffing, community involvement, school budget and resources, before and after school programs, and other areas delegated to the SSC by terms of this agreement. The SSC will be asked to conduct an assessment of the needs of the school and will be encouraged to develop new local initiatives to address these needs.
3. The SSC will include the principal, up to six educators, at least one member of the support staff elected by the support staff at the school, parents, and community members appointed by the Principal. The high school SSC shall also have two student members. The educators serving on the Council will include one Union Building Representative and up to five additional educators elected by their peers, such number to be contingent upon the number of parents serving as members so as to provide parity between professional personnel and parents on the SSC.

Each School Site Council shall post its meeting schedule and agenda in accordance with the Open Meeting Law. Each council shall maintain minutes and shall post official minutes on the school's bulletin boards.

4. Proposals of the Council which cannot be approved by the Principal alone will be forwarded to the Superintendent for action.
5. Proposals can include requests for additional funding from within the School Department budget, grant applications, new programs and curriculum designs.
  - a. It is recognized that the Councils may propose program innovations which conflict with current policies or the negotiated agreement. In the event that a provision of the collective bargaining agreement inhibits the execution of a school-based proposal, the Council may seek a waiver from the Union and the School Committee.

- b. A proposal from a School Site Council may include a request for school-based waivers of School Department policies.
6. Each year the SSC shall submit the required report to the state on the expenditure of School Improvement funds as well as a summary report of all its activities and results for the year to the School Committee and the community.
7. The School Committee, in consultation with the Union, shall provide all members of the SSC with training aimed at maximizing the effectiveness of the collaborative process.
8. Participation on the Council requires a commitment of time and energy on the part of all members. The parties recognize that the efforts of the Councils may result in additional staff work and require time to complete projects outside of the normal Council meetings. It is further understood that the Councils may need to purchase outside services and supplies to complete their work. Therefore, each School Site Council shall receive an annual operating budget of \$1,500 for lawful expenditures in support of the work of the Council which may include compensation of individuals for services and the purchase of outside services and supplies.

## **ARTICLE IX**

### **PROFESSIONAL IMPROVEMENT**

The parties recognize that one critical factor in developing and maintaining an excellent public school system is the professional development of educators. To achieve this goal, the district and school leaders will develop professional development plans, aligned with the School Improvement Plan and the No Child Left Behind Act of 2001 District Plan, that will enable educators to increase, enhance, improve, learn and acquire content knowledge and pedagogical skills consistent with the requirements of the Education Reform Act of 1993, and the No Child Left Behind Act of 2001.

The No Child Left Behind (NCLB) Act of 2001 requires that all students be taught by highly qualified teachers in the core academic subjects by the end of the 2005-2006 school year ("core academic subjects" as defined under NCLB). In order to meet the highly qualified definition as described by NCLB, Massachusetts teachers must possess a valid Massachusetts' teaching license at the preliminary, initial, or professional level AND demonstrate subject matter competency in the areas they teach. Subject matter competence is demonstrated through an Individual Professional Development Plan (IPDP) aligned with Massachusetts High Objective Uniform State Standard (HOUSSE) requirements. Educators must align their IPDP with school and district improvement goals, complete eligible professional development programs and activities designed to support and increase student learning, and demonstrate proficiency through an end-of-course assessment or product.

#### **A. Curriculum Standards**

1. Educators are to have a voice in curriculum planning.
2. The parties agree that a continuing curriculum evaluation study shall be an integral part of the activity of the educators of Chelsea.
3. Educators shall be consulted and notified in advance of any changes in curriculum prior to the date it will take place.

**B. Conferences**

Educators are to be allowed to attend professional conferences or conventions on approval of the Superintendent.

**C. Tuition Reimbursement for Courses Completed**

1. The Chelsea School Department shall continue to provide one-half payment for college courses from an accredited institution taken by educators for professional improvement. An educator shall be provided tuition remission for a maximum of three (3) courses per year; one for fall, one for spring, and one for summer; or one (1) course during the school year and two (2) courses during the summer. Courses for which reimbursement is sought shall be subject to prior approval by the Superintendent. Only courses which are deemed to be job-related by the Superintendent shall be approved for reimbursement. Because the course reimbursement program is intended to benefit Chelsea students, any employee who has less than three years of employment in the District (in any capacity, not just as an educator) shall be required to repay 50% of the tuition reimbursement money that he/she has received under this Article if he/she voluntarily leaves the District prior to the start of the fourth (4<sup>th</sup>) year of employment. The repayment is due at the time of resignation. The Superintendent in his/her sole discretion may grant exceptions based upon extenuating circumstances (e.g., unanticipated long-distance residential move, medical incapacity, promotional opportunity not reasonably available within the District). This section is subject to any other conditions promulgated by the City of Chelsea.
2. Reimbursement for courses shall not exceed one hundred fifty thousand dollars per school year.
3. In order to be eligible for tuition reimbursement, an educator must submit an application for such reimbursement to the Superintendent's office and receive approval prior to the beginning of the course. The approval process shall be completed within one week after the submission.
4. Upon completion of the program for which advance approval for reimbursement was received, the educator shall submit documentation in the form of a grade card, transcript or other proof that the course was successfully completed. Reimbursement shall be rendered as soon as practical thereafter.
5. An educator on a Sabbatical Leave of Absence is not eligible for tuition reimbursement during the period of leave.
6. Preference for tuition reimbursement will be given to educators who have attained professional teacher status.

**D. Academic Freedom**

1. Each teacher is entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within his area of professional competence. Every reasonable effort shall be made by the teacher to discuss all sides of an issue as objectively as possible.
2. Teachers shall be solely responsible for the grading of students. No minimum or maximum limitation shall be set on the number who pass or fail. The grade entered into any pupil's record

by his/her teacher shall not be changed by anyone except the teacher consistent with School District policies.

#### **E. Textbooks; Teaching Materials**

1. Opinions and suggestions as to the kind of textbooks and other teaching materials purchased shall be sought from academic personnel with final recommendation to the Committee made by the Superintendent.
2. No textbook in active use in secondary schools shall be collected earlier than two (2) days before the close of school.

#### **F. Education Reform Act**

The parties recognize that one critical factor in developing and maintaining an excellent public school system is the professional development of educators. To achieve this goal, the school system shall develop and implement a professional development strategy which will enable educators individually and collectively, to increase, enhance, improve, gain and update existing knowledge and skills consistent with the requirements of the Education Reform Act of 1993.

### **ARTICLE X**

#### **SPECIAL SERVICES**

##### **A. Lead Teachers, Mentor Teachers and Academic Coaches**

1. At each level of the school system (high school, middle school, elementary school, early learning center), educators may be considered for advancement to the rank of Lead Teacher, Mentor Teacher or Academic Coach. Lead Teachers, Mentor Teachers or Academic Coaches shall be selected based on their proven record of excellence teaching, excellent classroom management and excellent interpersonal skills as recognized by the staff of that school in which the educator is housed. The candidate for Lead Teacher, Mentor Teacher, or Academic Coach must be ready to assume the responsibilities of that position, including serving as a model and trainer for other educators assigned to him/her. The Principal shall consider any PTS educator who applies for a position as Mentor Teacher, Lead Teacher, or Academic Coach, provided that the Principal retains sole discretion in selecting a candidate for appointment to the position and further provided that only educators who will have completed a minimum of two consecutive years in Chelsea by the effective date of the appointment are eligible for appointment as a Mentor.
2. The duties of each specific Lead Teacher, Mentor Teacher or Academic Coach position will be described on the position announcement and posted in accordance with Article VI section B1. The following are examples of the duties anticipated for Lead Teacher, Mentor Teachers or Academic Coaches:
  - a. Guide, coach and train new educators;
  - b. Develop in-service training for individuals and groups of educators;
  - c. Participate in school-wide projects related to teaching, curriculum and education reform.

3. Proposals for Lead Teacher, Mentor Teacher or Academic Coach positions may be developed by the School Site Councils or the Superintendent.
4. Lead Teachers, Mentor Teachers or Academic Coaches shall be appointed by the Superintendent. In addition to the use of educator evaluations, the Superintendent shall consult with the administrators and the educators of the school in evaluating the qualifications of candidates for the position of Lead Teacher, Mentor Teacher or Academic Coach. As a general rule, no educator shall be eligible for appointment to more than one position under this Article during any particular school year. The Superintendent, in his/her sole discretion, may elect to make an exception to this general rule in extenuating circumstances based upon the needs of the District.
5. The assignment of an educator to the position of Lead Teacher, Mentor Teacher, or Academic Coach shall be for one or two years. Following a posting and application period, assignments may be renewed.
6. Lead Teachers, Mentor Teachers, or Academic Coaches shall be advanced to the next higher salary scale for the duration of their assignments. In the event the Superintendent appoints a single educator to more than one position during any particular school year, the educator shall be advanced on the salary scale for each such position for the duration of his/her assignment.
7. The School Department will provide to the President of the Union a list of all educators who have been selected as Lead Teachers, Mentor Teachers, or Academic Coaches.
8. Lead Teachers and Coaches who work beyond the contractual 185 days will be compensated at the hourly rate.

## **B. School Counselors**

1. The duties of school counselors shall be defined.
2. Counselors' duties should be related solely to the guidance program.
3. The High School Counselors will be allowed two (2) full school days to work from home for the sole purpose of writing college recommendations for their students, subject to the following:
  - a. The counselors will coordinate among themselves to ensure that no more than two (2) counselors will be off site on any one day.
  - b. The specific days to be used under this section must be approved in advance by the principal.
  - c. Work-from-home days may not be scheduled immediately preceding or immediately following a scheduled vacation or holiday period.

## **C. Department Heads**

1. The duties of a Department Head shall be defined.
2. Department Heads should not be utilized as substitutes.

3. Department Heads shall not be assigned a homeroom if possible.

#### **D. Librarians**

1. Whenever possible, a library which meets the standards of the American Library Association shall be established in each school and used exclusively as a library.
2. Whenever possible, a library program conducted by a certified librarian or an educator with equivalent training and experience shall be an integral part of the program in every elementary and secondary school.
3. Librarians shall be used solely for library purposes except in an emergency. Library responsibilities may include assignment of a teaching schedule involving programing such as support for online credit recovery, oversight of directed study, intervention and enrichment, and library related classes.

#### **E. Occupational Therapists and Physical Therapists**

1. The following provisions do not apply or apply as described herein to Occupational Therapists and Physical Therapists:
  - a. Compensation for loss of preparation periods (Article III.L);
  - b. Provisions relating to teacher duties (Article V.A); educator assignment (Article V.B); educator evaluations (Article V.C); teaching load and teaching programs Article V.F); preparation periods (Article V.G); scholarship standards (Article V.I); class size (Article V.M); hiring of substitutes (Article V.S); training of educators (Article V.T); and the extended day/work year and pre-school programs (Article V.W).
  - c. For the purposes of layoff based on reduction of force (Article V.V), the parties agree to treat occupational therapists as an Impact Area for those occupational therapists who have completed at least three years of continuous Chelsea service and who possess the required licenses from the Massachusetts Board of Allied Health Professionals. For the purposes of layoff based on reduction of force (Article V.V), the parties agree to treat physical therapists as an Impact Area for those physical therapists who have completed at least three years of continuous Chelsea service and who possess the required licenses from the Massachusetts Board of Allied Health Professionals.
  - d. Eligibility for the provisions of sick leave (Article VII.A 12, 13 and 14) requires the occupational therapist and physical therapist to have completed at least three years of continuous Chelsea service and possess the required license from the Massachusetts Board of Allied Health Professionals.
  - e. For purposes of the grievance and arbitration procedures, in Article XII.9 and XIII.6, the provisions reserved for educators with professional teacher status do not apply to occupational therapists and physical therapists.



For purposes of leaves of absence (Article VII.L), occupational therapists and physical therapists must have completed at least five years of consecutive service in the Chelsea Public Schools and must be licensed by the State as an occupational therapist.

## **ARTICLE XI**

### **EDUCATOR RIGHTS**

#### **A. Discipline**

1. No educator shall be disciplined without just cause. Discipline may include verbal warnings, written reprimands, suspensions, termination from assignments during the term of such assignments, and termination of employment.
2. Normally, discipline will be imposed progressively and will increase in severity with repeated infractions or omissions.
3. When issuing notice of an intent to suspend or dismiss an educator pursuant to M.G.L. c. 71, Sec. 42 or Sec. 42D, the employer will provide a copy of the notice to the president of the union, either electronically or by hand.
4. When imposing discipline or when giving reprimands, warnings, or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.
5. An educator may appeal any disciplinary action undertaken by the employer by filing a grievance under the procedures set forth in this agreement.

#### **B. Investigative Meetings**

When a supervisor calls an educator to an investigatory conference or meeting where it is evident, or the educator reasonably believes, that disciplinary action may result, the educator shall be permitted, upon request, to be accompanied by, and represented by a Union representative.

1. At the outset of an investigative conference or meeting, the supervisor shall state the general nature of the investigation and alleged misconduct. The Union representative may, thereafter, request to meet with the educator for a reasonable period of time before the meeting resumes to identify the facts from the educator's perspective, to advise the educator of the rights conferred by this Agreement, and to prepare the educator's defense.
2. For the purposes of this Section, a Union representative may be an officer or employee of the Union or the designated Union Building Representative. An educator's request to be accompanied and represented by the Union shall not unduly delay a disciplinary investigation or meeting; but once requested, the employer may not interview an educator until such representative is present.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

#### **A. Definition**

For the purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and Union and/or any educator involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

#### **B. Adjustments of Grievances**

1. A grievance must be presented within ten (10) school days of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits, and conditions as set forth below. In the event a grievance is filed on or after June 1<sup>st</sup>, Management will consult with the Union Leadership on the reduction of time limits so the grievance can be resolved prior to the next school year.
2. An educator shall present the grievance to the school principal with the objective of resolving the matter informally. The educator may be accompanied by another educator or by a CTU Representative. The principal shall schedule the meeting to discuss the grievance and communicate a decision on the matter, within a reasonable time frame. In the event the principal does not schedule the meeting and communicate a decision within a reasonable time frame, the CTU may raise the grievance to the next level.
3. If the grievance is not satisfactorily settled at this step, it may be reduced to writing by the educator within ten (10) school days after receipt of the Principal's answer and be presented to the Superintendent of Schools. The Superintendent or his designee, the educator, and the Union designee shall meet to discuss the grievance. The Superintendent shall elect whether this discussion shall take place during working hours. The Superintendent, or his designated representative, shall give his written answer to the grievance within ten (10) school days following the conclusion of the meeting.
4. If the grievance is not satisfactorily settled at this step, it may be appealed in writing within ten (10) school days after receipt of the written answer of the Superintendent by the educator to the Committee. The Committee, or its designated representative, the educator, and an authorized Union representative shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) days, at a time designated by the Chairman of the School Committee. The School Committee will be informed in writing at least three (3) days prior to the meeting of the names and titles of the person or persons who are to represent the educator and the Union. The School Committee, or its designated representative, shall elect whether this discussion shall take place during working hours. The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting.
5. If no satisfactory settlement of the grievance is made, it may be appealed to arbitration by written notice of such intention to appeal within ten (10) school days after the receipt of the written answer under Step 4. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article XIII.

6. A grievance not initiated within the time specified shall be deemed to be waived. Failure of the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.
7. No reprisals of any kind will be taken by the School Committee or any member of the Administration against any party in interest, any school representative, any member of the Union, or any participant in the grievance procedure by reason of such participation.
8. The School Committee will, upon request, provide the Union with any documents in its possession which will assist the Union in developing intelligent, accurate, informed, and constructive programs on behalf of the educators and their students, together with any other available information or approved minutes of the School Committee which may be necessary for the Union to process grievances under this Agreement.
9. The remedy for an educator with professional teacher status who is dismissed shall be in accordance with the provisions of M.G.L. Chapter 71, Section 42.

### **ARTICLE XIII**

#### **ARBITRATION**

##### **Section 1.**

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Union. If the Committee and the Union cannot agree within seven (7) school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) school days, thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

##### **Section 2.**

Each party shall bear the expense of its representatives, participants, witnesses, and for the preparation and representation of its own case. For the duration of this agreement, the preceding sentence shall be governed by the side agreement relating to payment of witnesses attending hearings.

The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

### Section 3.

Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only an alleged specific and direct violation of express language of a specific provision of this Agreement; the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.

In determining whether there is a specific and direct violation of express language of a specific provision of this Agreement, it is agreed that the only criterion to be applied is the plain meaning of express language in the Agreement.

### Section 4.

If either party disputes the arbitrability of any grievance in any appropriate Court of Law or Equity, it is agreed that said Court shall determine the question of arbitrability *de novo* applying the principles set forth in Section 3 above without according any weight to any decision on arbitrability that may have been previously made by the arbitrator.

### Section 5.

Subject to the limitations in Section 3 and 4 above, the decision of the arbitrator shall be final and binding upon the parties hereto and upon any educator or educators affected thereby.

### Section 6.

The remedy for an educator with professional teacher status who is dismissed shall be in accordance with the provisions of M.G.L. Chapter 71, Section 42.

## ARTICLE XIV

### UNION PRIVILEGES AND RESPONSIBILITIES

#### A. Professional Consultation

1. The parties recognize that the success of the Chelsea schools, the successful implementation of this Agreement, and the enhancement of the status of educators requires the readiness of both parties to confer about proposed actions or potential problems. Therefore, the Union, as the sole and exclusive representative of the employees in the bargaining unit, and the School Committee agree to establish regular consultation sessions where representatives of either party may raise issues relating to the implementation and administration of this Agreement, discuss proposed actions which may be the subject of collective bargaining, and resolve potential problems at the earliest possible time. The frequency of such meetings shall be determined by mutual agreement of the parties.
2. It is further agreed that the provisions of this section will in no way be construed as broadening the scope of other sections of this Agreement or broadening the application of this Agreement as a whole; nor will these provisions make any matter a grievance that would not be a grievance in the

absence of these provisions nor make any matter a mandatory subject of discussion at any time other than at the consultations described in this Section that would not be a mandatory subject of discussion in the absence of the provisions of this Section.

## **B. Union Activity on School Property**

1. Any discussion among educators concerning Union matters on School Committee property must take place while all of the educators involved in such discussion are on break or other free non-working time and not in the presence of students.
2. Representatives or Agents of the Chelsea Teachers' Union who are not employees in the Unit A described in Article I, Section 2, may only enter upon School Committee property with advance notification to the Superintendent of Schools.
3. Union notices may be posted on school bulletin boards located in the educators' room in the building.
  - a. If the notice is signed by an authorized representative of the Union; and
  - b. If the content of the notice is limited to announcement of recreational or social activities; or announcement of elections, appointments, and results of elections; or announcements of meetings; or professional matters. Any such notices shall be limited to presenting factual data and shall in no event contain any inflammatory language or intent.

## **C. Fair Practices**

1. As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, sexual orientation, gender identity or marital status. The Union will represent equally all persons without regard to membership, participation in, or activities in any employee organization.
2. The Committee agrees to continue its policy of not discriminating against any person on the basis of race, color, creed, national origin, age, sex, sexual orientation, gender identity, marital status, disability, or participation in association with the activities of any employee organization. Nothing in this agreement shall prevent the employer from taking any action necessary to comply with the requirements of the American with Disabilities Act.
3. There shall be no discrimination, interference, restraint, or coercion by the School Committee, the Teachers' Union or their respective agents against any educator because of membership or non-membership in the Union. No one shall be required to become a member or remain a member of the Union as a condition of employment in the Chelsea School System.

## **D. Deductions for Dues Check-Off /Agency Service Fee/COPE Deductions**

1. The Union is authorized to have payroll deductions for Union dues and COPE. Such authorization may be revocable as provided by law. The City Treasurer will transmit moneys deducted in total to the Union Treasurer no later than ten (10) days after such deduction is made.

The Chelsea Teachers' Union shall notify the School Department of the amount of the Union dues annually, thirty days prior to the commencement of school classes.

2. The deductions of Union Dues or COPE will be made upon receipt of a form provided to the educator for the purpose of these deductions. Such form shall be approved for use by the Chelsea School Department and must be signed and dated by the educator.

#### **E. School Meetings**

The authorized representative of the Union shall have the right to schedule Union meetings in the building after regular school hours.

#### **F. Allowed Time for Union Negotiations**

1. The Principal shall recognize the Union Building Representative as the official representative of the Union in the school.
2. The Principal shall meet no more than once a month after school hours with the Teachers and Leaders Committee (TLC) of three (3) representatives in each school to consult on local school problems and policies as they relate to established Committee policies and procedures and this Agreement. No other committee composed of bargaining unit personnel shall exist for this purpose. Both parties shall submit items for the agenda.
3. The discussion of other matters, as agreed upon for discussion by the Principal and the TLC, is not precluded by the above. However, the Principal and the TLC do not have the authority to reach any decision which changes this Agreement or any established School Committee policy or procedure.

#### **G. School Committee Meetings; Minutes**

A copy of the minutes of all School Committee Meetings shall be made available to the official Union representative.

#### **H. Existing Laws and Regulations Preserved**

The rights and benefits of persons provided herein are in addition to those provided by City, State or Federal law, rule or regulation, including without limitation all applicable educators with professional teacher status, pension, or education laws and regulations.

### **ARTICLE XV**

#### **HANDLING OF NEW ISSUES**

Matters of Collective Bargaining not covered by this Agreement may during the life of the Agreement be handled in the following manner:

By the Committee:

Except as any change may be commanded by law, the Committee will continue its policies as outlined herein. With respect to matters covered by this Agreement which are proper subjects for collective

bargaining according to the General Laws Chapter 150E, the Committee agrees it will make no changes without prior consultation and negotiation with the Union.

By the Union:

In any matter covered in this Agreement which is a proper subject for collective bargaining according to the General Laws Chapter 150E, the Union may raise issue with the Committee for consultation and negotiation; except that the Union shall not renew or seek to renew any question introduced debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement of this contract.

Being a mutual agreement, this instrument may be amended at any time by mutual consent.

## **ARTICLE XVI**

### **SAVINGS CLAUSE**

If any Article or Section of this Agreement or any additions thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with the enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any additions thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

## **ARTICLE XVII**

### **RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

1. In recognition of the provisions of Chapter 150E, the Union agrees that during the term of this Agreement, or any renewal thereof, neither it or any of its agents will engage in, incite, or participate, either directly or indirectly, in any strike or work stoppage.
2. It is agreed that in the event of an alleged breach of Section 1, the Committee may seek its redress through the Grievance Procedure of this Agreement, by filing action in an appropriate court, or by exercise of any of its rights and powers, or by any combination of the above.
3. The Teachers' Union further agrees that should any strike, sit down, stay in, slow down, work stoppage, withholding of services or any other interference occur, it shall put forward every effort to immediately have the activity terminated, including ordering the persons concerned to return to work, and in the event that they cannot successfully order the persons concerned to return to work; they should ascertain who is responsible for the above-mentioned work interference and take appropriate disciplinary action, then failing same, should allow the School Committee to take said action.

## ARTICLE XVIII

### DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2021 and shall go into full force and effect upon ratification by the parties. The agreement shall continue in effect through June 30, 2024.

The parties further agree that they shall enter into negotiations no later than January 15, 2024 for a successor agreement to take effect July 1, 2024.

For the **CHELSEA TEACHERS' UNION**

DocuSigned by:

*Kathryn Anderson*

EF2B1AC720F1440...

Kathryn Anderson, President  
Browne Middle School Teacher

Date: 4/25/2022

**CHELSEA SCHOOL COMMITTEE**

DocuSigned by:

*Kelly Garcia*

4F6F28C652304B0...

Kelly Garcia, School Committee Chair

Date: 4/25/2022

#### **CTU Bargaining Team**

Joanna Plotz, CTU Vice President and Teacher  
Courtney Phoenix, Building Representative  
and Browne Middle School Teacher  
Andrea Caniff, Early Learning Center Teacher  
Christian Kelley, Chelsea Opportunity Academy Teacher

#### **Human Resources Subcommittee**

Ana Hernandez, HR Subcommittee  
Jeanette Velez, HR Subcommittee

#### **SCHOOL ADMINISTRATIVE TEAM:**

Dr. Almi G. Abeyta, Superintendent  
Christine Lee, Director of Human Resources  
Jackie Bevere Maloney, Early Learning Center Principal  
Gerry McCue, Educational Consultant



## BASIC EDUCATORS' SALARY SCHEDULE

### EFFECTIVE JULY 1, 2021

Step	Pay Scale 1- Bachelors		Pay Scale 2- Masters		Pay Scale 3- Masters +30		Pay Scale 4- Doctorate/CAGS	
	Min	Max*	Min	Max*	Min	Max*	Min	Max*
1	\$49,964.96		\$52,962.86		\$56,140.63		\$59,509.07	
2	\$52,477.59		\$55,626.24		\$58,963.82		\$62,501.65	
3	\$55,073.86		\$58,378.29		\$61,880.99		\$65,593.85	
4	\$57,853.57		\$61,324.78		\$65,004.27		\$68,904.53	
5	\$60,728.89		\$64,372.63		\$68,234.98		\$72,329.08	
6	\$63,761.76		\$67,587.46		\$71,642.70		\$75,941.27	
7	\$66,970.13		\$70,988.34		\$75,247.65		\$79,762.50	
8	\$70,300.91		\$74,518.97		\$78,990.11		\$83,729.51	
9	\$73,816.20		\$78,245.17		\$82,939.89		\$87,916.28	
10	\$77,507.62		\$82,158.08		\$87,087.56		\$92,312.82	
11	\$82,488.36	\$89,864	\$87,437.67	\$94,297	\$92,683.93	\$100,089	\$98,244.96	\$105,789

\* Max is only applicable to teachers who had Permanent Merit Pay in 1991-1992 and 1992-1993

### EFFECTIVE JULY 1, 2022

Step	Pay Scale 1- Bachelors		Pay Scale 2- Masters		Pay Scale 3- Masters +30		Pay Scale 4- Doctorate/CAGS	
	Min	Max*	Min	Max*	Min	Max*	Min	Max*
1	\$52,088.47		\$55,213.78		\$58,526.61		\$62,038.21	
2	\$54,707.88		\$57,990.36		\$61,469.78		\$65,157.97	
3	\$57,414.50		\$60,859.37		\$64,510.93		\$68,381.59	
4	\$60,312.34		\$63,931.08		\$67,766.95		\$71,832.97	
5	\$63,309.87		\$67,108.46		\$71,134.97		\$75,403.07	
6	\$66,471.63		\$70,459.93		\$74,687.52		\$79,168.77	
7	\$69,816.36		\$74,005.35		\$78,445.67		\$83,152.41	
8	\$73,288.70		\$77,686.03		\$82,347.19		\$87,288.01	
9	\$76,953.39		\$81,570.59		\$86,464.83		\$91,652.72	
10	\$80,801.69		\$85,649.79		\$90,788.78		\$96,236.11	
11	\$85,994.12	\$93,682	\$91,153.77	\$98,304	\$96,623.00	\$104,344	\$102,420.38	\$110,285

\* Max is only applicable to teachers who had Permanent Merit Pay in 1991-1992 and 1992-1993

## BASIC EDUCATORS' SALARY SCHEDULE

**EFFECTIVE JULY 1, 2023**

Step	Pay Scale 1- Bachelors		Pay Scale 2- Masters		Pay Scale 3- Masters +30		Pay Scale 4- Doctorate/CAGS	
	Min	Max*	Min	Max*	Min	Max*	Min	Max*
1	\$54,432.45		\$57,698.40		\$61,160.30		\$64,829.93	
2	\$57,169.74		\$60,599.92		\$64,235.92		\$68,090.08	
3	\$59,998.15		\$63,598.04		\$67,413.92		\$71,458.76	
4	\$63,026.40		\$66,807.98		\$70,816.47		\$75,065.46	
5	\$66,158.81		\$70,128.34		\$74,336.04		\$78,796.21	
6	\$69,462.85		\$73,630.62		\$78,048.46		\$82,731.37	
7	\$72,958.10		\$77,335.59		\$81,975.73		\$86,894.27	
8	\$76,586.69		\$81,181.90		\$86,052.81		\$91,215.98	
9	\$80,416.29		\$85,241.27		\$90,355.75		\$95,777.09	
10	\$84,437.77		\$89,504.03		\$94,874.28		\$100,566.74	
11	\$89,863.85	\$97,898	\$95,255.69	\$102,728	\$100,971.03	\$109,039	\$107,029.29	\$115,288

\* Max is only applicable to teachers who had Permanent Merit Pay in 1991-1992 and 1992-1993

## On-Year Plans

	Developing Educator			One Year Professional Status Educator		
	SY21-22	SY22-23	SY23-24	SY21-22	SY22-23	SY23-24
Self assessment and goals	1-Oct	3-Oct	2-Oct	1-Oct	3-Oct	2-Oct
Meet to review goals	15-Oct	17-Oct	16-Oct	15-Oct	17-Oct	16-Oct
Evaluator signs goals	1-Nov	1-Nov	1-Nov	1-Nov	1-Nov	1-Nov
1st observation	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov
Submit formative assessment artifacts	7-Jan	6-Jan	5-Jan	7-Jan	6-Jan	5-Jan
Share formative assessment	4-Feb	3-Feb	2-Feb	4-Feb	3-Feb	2-Feb
Meet if requested	18-Feb	17-Feb	16-Feb	18-Feb	17-Feb	16-Feb
Evaluator and Educator sign	11-Mar	10-Mar	8-Mar	11-Mar	10-Mar	8-Mar
Submit formative evaluation artifacts	N/A	N/A	N/A	N/A	N/A	N/A
Share formative evaluation	N/A	N/A	N/A	N/A	N/A	N/A
Meet if requested	N/A	N/A	N/A	N/A	N/A	N/A
Submit summative evaluation artifacts	15-Apr	14-Apr	12-Apr	15-Apr	14-Apr	12-Apr
Share summative evaluation	15-May	15-May	15-May	15-May	15-May	15-May
Meet if NI or U	1-Jun	1-Jun	3-Jun	1-Jun	1-Jun	3-Jun
Meet if Ex or P -if requested	10-Jun	9-Jun	11-Jun	10-Jun	9-Jun	11-Jun
Evaluator and Educator sign	15-Jun	15-Jun	14-Jun	15-Jun	15-Jun	14-Jun

## Two-Year Plans

	Professional Status			Professional Status		
	SY21-22	SY22-23	SY23-24	SY21-22	SY22-23	SY23-24
	Cycle 2 / Year 1 of 2	Cycle 1 / Year 2 of 2	Cycle 2 / Year 1 of 2	Cycle 1 / Year 2 of 2	Cycle 2 / Year 1 of 2	Cycle 1 / Year 2 of 2
Self assessment and goals	1-Oct	10/3/22	2-Oct	1-Oct	3-Oct	2-Oct
Meet to review goals	15-Oct	10/17/22	16-Oct	15-Oct	17-Oct	16-Oct
Evaluator signs goals	1-Nov	1-Nov	1-Nov	1-Nov	1-Nov	1-Nov
1st observation	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov
Submit formative assessment artifacts	N/A	N/A	N/A	N/A	N/A	N/A
Share formative assessment	N/A	N/A	N/A	N/A	N/A	N/A
Meet if requested	N/A	N/A	N/A	N/A	N/A	N/A
Evaluator and Educator sign	N/A	N/A	N/A	N/A	N/A	N/A
Submit formative evaluation artifacts	11-Mar	N/A	11-Mar	N/A	13-Mar	N/A
Share formative evaluation	12-Apr	N/A	12-Apr	N/A	14-Apr	N/A
Meet if requested	6-May	N/A	6-May	N/A	5-May	N/A
Submit summative evaluation artifacts	N/A	14-Apr	N/A	15-Apr	N/A	12-Apr
Share summative evaluation	N/A	12-May	N/A	13-May	N/A	13-May
Meet if NI or U	N/A	1-Jun	N/A	1-Jun	N/A	3-Jun
Meet if Ex or P -if requested	N/A	9-Jun	N/A	10-Jun	N/A	11-Jun
Evaluator and Educator sign	15-Jun	15-Jun	14-Jun	15-Jun	15-Jun	14-Jun

## APPENDIX B2 EVALUATION

### **Teacher and Caseload Educator Evaluation** **53-70**

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## 1) Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(1)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(1)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(2); and
  - iv) To assure effective teaching and administrative leadership, 35.01(2).

## 2) Definitions (\* indicates definition is generally based on 603 CMR 35.02)

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, school counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*Common Assessments (District Performance Assessments)** shall mean identical or comparable assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks used by educators in the same role across the district. These assessments may be commercial assessments or district developed, and may include, but are not limited to: portfolios, pre- and post-tests, unit and course assessments, performance assessments, and capstone projects. They do not include Student Growth Percentiles on ACCESS or MCAS, as the timelines for the administration and publication of scores for these assessments are not effectively aligned with timelines for educator evaluation.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage and overall performance rating. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
  - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **Expected Impact** shall mean the educator meets or exceeds anticipated student learning gains on multiple measures of student learning, growth, and achievement. The evaluator shall use professional judgment to determine whether the educator is having expected impact on student learning, based on student learning gains on common assessments and, where available, statewide student growth measures. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific learning context. Anticipated student learning gains must be consistent across the district for common assessments and agreed upon by the educator and evaluator for other assessments. The Department shall establish anticipated student learning gains for statewide student growth measures in guidance.
- M) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- N) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- O) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- P) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- Q) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- R) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- S) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of further ESE guidance.
- T) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.



- U) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- V) **\*Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)

- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, school counselors, or school nurses.

### 3) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Educator:

- A) Student learning, growth and achievement
- i) For educators responsible for direct instruction, multiple measures of student learning, growth, and achievement, which shall include:
    - (a) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
    - (b) Measures of student progress on learning goals set between the educator and evaluator for the school year;
    - (c) Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment.
    - (d) Common assessments of student learning, growth, and achievement.
  - ii) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) **Use of Classroom Observation Tool as Evidence.** A classroom observation tool, previously used as a personal organizer and memory aid by *some* evaluators, will be shared with educators and used as evidence in the evaluation process. The following will apply:
- i) During September, administrative staff will meet with Educators to discuss the tool, the concept of using it as evidence in observations, feedback, and evaluation and the uploading to Teach Point. Following the meeting and through November 15, Evaluators have the option of informally sharing the tool with Educators and using it as a point of reference in giving feedback to Educators on observations, but will not upload the tool to Teachpoint as evidence. For observations on or before November 15, Evaluators will continue to use the rubric as a memory aid and then provide and upload written narrative feedback to Educators. For observations that take place after November 15, the Evaluator may upload the Tool into TeachPoint (and thus use it as evidence) within 3-5 school days of the observation, thus using it as the “brief written feedback” required by Appendix B2, Sections 2(S) and 11(A)ii, provided that Evaluators have the discretion to continue to upload written narrative feedback in lieu of or in addition to the Tool.
  - ii) For the present time the District will use an agreed upon tool published by a particular provider. In the event the District plans to use a different tool as evidence in the evaluation process, the Superintendent will discuss and agree upon a tool with Union President and officers.
- D) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including that set forth below. In no case shall Educators be required to submit more than eight (8) pieces of evidence (artifacts) for review.
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – see # 23-24, below; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

#### 4) Rubric

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

**5) Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

**6) Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

**7) Evaluation Cycle: Self-Assessment**

- A) Completing the Self-Assessment
  - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 15th or within four weeks of the start of their employment at the school.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
    - (c) Proposed goals to pursue:
      - (1st) At least one goal directly related to improving the Educator's own professional practice.
      - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

**8) Evaluation Cycle: Goal Setting, Plan for Implementing the Student Learning Indicator, and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) The process for implementing the Student Learning Indicator will include the following:
  - i) Based upon a conversation between the Educator and Evaluator to take place at the beginning of the school year, the Educator and Evaluator will determine:
    - (a) Which District Performance Assessment will be used
      - In situations where more than one District Performance Assessment is available to the Educator, the Educator will select the one assessment to be used

- If more than one District Performance Assessment rubric is available, the Educator will choose the one to be used
  - All domains of the District Performance Assessment rubric will be used
- (b) The composition of the cohort
- The cohort may be an entire class or a subset drawn from one or more classes
  - Once the cohort is established, a student who does not maintain 90% attendance during the period to be measured will be excluded from the cohort
- ii) An Educator may elect to use evidence from the Student Learning Indicator to support his/her student learning goal so long as the student learning goal is aligned with the District Performance Assessment. Whether or not aligned, the meeting to discuss the Student Learning Indicator may be combined with the Educator's and Evaluator's meeting for goal setting.
- iii) Each Educator will be responsible for producing an artifact outlining the growth shown by his/her cohort according to the evaluation timeline.
- D) Educator Plan Development Meetings shall be conducted as follows:
- i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- E) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

**9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
- i) The Educator shall have at least three unannounced observations during the school year.

**10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

**11) Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

**A) Unannounced Observations**

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

**B) Announced Observations**

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

## **12) Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of growth shown by his/her cohort under the Student Learning Indicator, family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.



- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle . The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of growth shown by his/her cohort under the Student Learning Indicator, family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**14) Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- F) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of growth shown by his/her cohort under the Student Learning Indicator, family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
- I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- J) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- K) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- N) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

**15) Educator Plans: General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

**16) Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

**17) Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary.

**18) Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10<sup>th</sup>.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

**19) Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
  - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

## **20. Timelines (see Appendix B1)**

### **A) Educators on Plans of Less than One Year**

The timeline for educators on Plans of less than one year will be established in the Educator Plan.

**Evaluation Timeline for Emergency/Snow Days:** Evaluation timeline documents will note, “In the event of more than 5 emergency/snow days prior to April 1st, the timeline may be adjusted by the Superintendent with consultation with the Union President for all schools to allow time to complete observations, artifact submission, and evaluations.”

## **21. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal’s decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

## **22. Using Student Feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

## **23. Using Staff Feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

## **24. General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator’s performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator’s ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator’s supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator’s supervisor must

meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

## APPENDIX B-3

### New Student Learning Indicator

Effective September 2017, a *Student Learning Indicator* has been added to “Standard II: Teaching all Students.” Thus the total of 16 indicators will include 10 common indicators to apply throughout the District, 5 indicators established by each school, and this new indicator.

a. Language for the Student Learning Indicator shall be as follows:

- *Exemplary*: Virtually all students demonstrate growth on a District Performance Assessment
- *Proficient*: More than half of students demonstrate growth on a District Performance Assessment
- *Needs Improvement*: Some students demonstrate growth on a District Performance Assessment
- *Unsatisfactory*: Few students demonstrate growth on a District Performance Assessment

b. A “District Performance Assessment”\* is defined as a performance assessment that is used in multiple classrooms and/or schools across the District. It does not include Student Growth Percentiles on ACCESS or MCAS, as the timelines for the administration and publication of scores for these assessments are not effectively aligned with timelines for educator evaluation.

c. The process for implementing the Student Learning Indicator will include the following:

Based upon a conversation between the Educator and Evaluator to take place at the beginning of the school year, the Educator and Evaluator will determine:

- Which District Performance Assessment will be used
- In situations where more than one District Performance Assessment is available to the Educator, the Educator will select the one assessment to be used
- If more than one District Performance Assessment rubric is available, the Educator will choose the one to be used
- All domains of the District Performance Assessment rubric will be used
- The composition of the cohort
- The cohort may be an entire class or a subset drawn from one or more classes
- Once the cohort is established, a student who does not maintain 90% attendance during the period to be measured will be excluded from the cohort

d. An Educator may elect to use evidence from the Student Learning Indicator to support his/her student learning goal so long as the student learning goal is aligned with the District Performance Assessment. Whether or not aligned, the meeting to discuss the Student Learning Indicator may be combined with the Educator’s and Evaluator’s meeting for goal setting.

e. Each Educator will be responsible for producing an artifact outlining the growth shown by his/her cohort according to the evaluation timeline.



## **APPENDIX C**

### **School Staff Rights and Responsibilities for Emergency Medical Service Calls**

1. Chelsea Public School protocol demands that when Emergency Medical Services (EMS) are called, an immediate attempt to reach the parent/guardian is made. The parties agree that in the event the parent/guardian will not arrive in time to accompany the student, a member of the CPS staff, often the Social Worker, must travel with the student in the ambulance. In such cases, the parent/guardian is instructed to go directly to the hospital.
2. After a Social Worker and student have left the school in an ambulance, the school administrator or designee is responsible for contacting the parent/guardian to ensure the parent/guardian is enroute to the hospital (if contact with the parent/guardian has not already been made).
3. School staff (often the Social Worker) must stay at the hospital with the student until the parent/guardian arrives.
4. The school administrator and/or designee must remain at the school until the Social Worker returns to the school or has communicated to the administrator or his/her designee there is no need for an administrator or designee to do so because, e.g., the Social Worker has a ride home, can stay at the hospital, or has access to the building or their belongings, as needed.
5. In the event that the Social Worker is at the hospital for an extended period of time or the Social Worker has personal obligations and responsibilities that prevent him/her from remaining at the hospital, the Social Worker will so notify the school administrator or designee, who will then relieve the Social Worker of his/her responsibility to wait for the parent/guardian to arrive at the hospital.
6. In the event that the Social Worker needs to take transportation from the hospital back to the school or to his/her home, all reasonable costs will be reimbursed with presentation of a receipt, assuming that the distance to be traveled is within 25 miles of the Social Worker's regular work site in the Chelsea Public Schools.
7. In the event a Social Worker must remain at the hospital or other location after typical on-site contractual hours for one of the reasons listed below, the Social Worker will be compensated at the contractual hourly rate.
  - Hospitalization of a student
  - BEST evaluation
  - DCF removal of a student/assessment of custody
  - 51A with immediate police investigation
  - Significant student mental health issue (if cleared by Administrator of Social Workers)

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## APPENDIX B4

### FORM FOR SELECTION OF OPTIONS FOR PARENTAL LEAVE For use by members of the teachers' bargaining unit under Article VII, Section H.

This form must be completed and submitted to Human Resources at least four weeks in advance of commencement of the leave. (Time frame for submission may be adjusted in the event of short-term notice of adoption or birth.)

Name: \_\_\_\_\_ Date: \_\_\_\_\_

School: \_\_\_\_\_ Position: \_\_\_\_\_

Initial date of employment with the Chelsea Public Schools: \_\_\_\_\_

Anticipated date of birth/adoption: \_\_\_\_\_

Anticipated departure date \_\_\_\_\_

#### 1. LENGTH OF LEAVE

**Optional Use of Accrued Paid Time for Statutory Leave.** Under state and federal statutes, employees seeking time off for birth or adoption are entitled to either eight weeks or twelve consecutive workweeks of time off depending on their length of employment, their hours of service, and prior use of time off for certain purposes. Human Resources will determine your eligibility and entitlement for parental leave based on these factors.

**Extended Unpaid Leave under Option B of the Contract.** Under the Contract, Employees with Professional Teacher Status may elect to take extended unpaid leave through the end of the school year in which their Statutory Leave will occur. This election must be declared with the submission of this form.

*Select one of the following to indicate the amount of leave you are seeking:*

\_\_\_\_\_ *Statutory Leave (8 or 12 consecutive workweeks, contingent upon eligibility)*

\_\_\_\_\_ *Statutory Leave, followed by Extended Leave under Option B (only for those with PTS)*

\_\_\_\_\_ *Other (less than the applicable statutory leave)*

#### 2. USE OF ACCRUED PAID TIME

To the extent an Employee has accrued paid sick time and is receiving a child through birth, surrogacy, adoption, or foster placement with intent to adopt, the Employee may elect to use up to twelve workweeks of paid sick time while the employee is taking parental leave so long as the employee takes the parental leave within twenty-four workweeks of the child's birth or adoption. This sick time will be deducted from the employee's accumulated paid sick time.

***Select one of the following:***

\_\_\_\_\_ ***I wish to access my accrued paid time for the full 12 weeks (or 8 weeks).***

\_\_\_\_\_ ***I wish to access only \_\_\_\_\_ days of my accrued paid time.***

\_\_\_\_\_ ***I decline to access any of my accrued paid time.***

### **3. NOTICE OF OBLIGATION TO ADHERE TO DATES**

At the time the employee requests and is granted his/her leave, the anticipated date of return shall be specified.

In the event an employee is unable to return on the specified date of return, the employee must submit a written request for additional leave to the Superintendent at least one week in advance. Absent the request for and the granting of additional authorized leave, the employee's failure to return on the specified date shall be deemed a voluntary resignation not subject to the grievance procedure.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Submit to Human Resources Office at City Hall Room 221 or email at [personnel@chelseaschools.com](mailto:personnel@chelseaschools.com)

Keep a copy for your files