

MEMORANDUM OF AGREEMENT

The Collective Bargaining Agreement between the Chelsea School Committee and Chelsea Teachers' Union that expired on June 30, 2020 shall be continued through June 30, 2021 with the modifications set forth below. All changes are intended to take effect as of the date of ratification by both parties, unless otherwise noted.

ARTICLE III SALARIES, Section E.1 Differentials for Special Service Personnel. (page 3). Revise as follows:

1. Teachers 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 employee 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 teacher to more than one such position during any particular school year as set forth in Article X, Section A.4, the teacher shall be advanced on the salary scale for each such position for the duration of his/her assignment.

ARTICLE III. SALARIES, Section N. Schedule Of Salary Increases, (page 6) Revise subsections 1 – 4 to read as follows and renumber remainder of Section:

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:

Effective July 1, 2020, all bargaining unit members shall receive a 1.5% salary increase. Effective with the thirteenth pay check, unit members will receive an additional 1% increase. The salary schedules shall be adjusted accordingly (as appended).

ARTICLE V. WORKING CONDITIONS, Section B. Teacher Assignment (page 9). Add new Subsection 4 to read as follows:

All newly hired educators will be assigned a mentor to address induction into the Chelsea Public Schools. Members of the bargaining unit 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.

ARTICLE V. WORKING CONDITIONS, Section C. Teacher Appraisal System (pages 10-11). Under subsection 4, Convene Evaluation Bargaining Team to address changes, including rubrics.

ARTICLE V. WORKING CONDITIONS, Section D.1 Personnel Files (page 11). Eliminate sunset clause for signatures.

ARTICLE V. WORKING CONDITIONS, Section N. Extra-Curricular Activity (page 16). Update lists at Paragraphs 1 – 4 and in Paragraph 5 add method for making additions as follows:

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 initiate a new club, a teacher 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 teacher 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.

ARTICLE V. WORKING CONDITIONS, Section P. School Calendar (page 17). Revise subsection 2 as follows:

2. Regular reporting date (all teachers): As part of their regular work schedule, all teachers shall report to work ~~one~~ two days prior to the opening of classes.
[reallocation only: no increase in number of days per year]

ARTICLE V. WORKING CONDITIONS, Section S (page 17-18). Revise to read as follows:

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 2020-2021 school year were as follows:

\$100 daily substitutes

\$140 building substitutes

\$230 long-term substitutes

ARTICLE V. WORKING CONDITIONS, Section X. Add new Subsection 4 (Compensation for Overnight Trips) (page 22).

Members of the bargaining unit 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. Members of the bargaining unit 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.

ARTICLE V. WORKING CONDITIONS, Section X. Add new Subsection 5 (Compensation for High School Deans Extended Day) (page 22).

A High School Dean whose assigned daily schedule for the entire school year extends one hour beyond the contractual onsite work day for teachers will receive his/her per diem hourly rate for the extra hour per day for the contractual year. The parties agree to establish a joint committee (with the 3 members appointed by the administration and 3 members appointed by the CTU) to meet prior to January 15, 2021 to study and make recommendations regarding compensation for Deans moving forward.

ARTICLE VI - TRANSFERS; PROMOTIONS, Section A (page 24). Revise as follows:

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 teachers 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 ~~such vacancies will be published within the System prior to the end of the school year, and notices of new positions will be publicized for at least two weeks, as appropriate.~~ Teachers seeking transfer to the vacant position may apply at any time during the two-week period.
3. ~~If the transfer is one that normally would not become effective until the beginning of the school year, the request must be filed as soon as possible.~~

- ~~4. Notice of transfer shall be given to a teacher as soon as possible following the granting of the teacher's request.~~
- ~~5. Any teacher desirous of transferring in the coming school year shall submit his/her request to the office of the Superintendent by May 15. This request shall be kept confidential with the Superintendent.~~
6. A principal shall not hinder a teacher's right to apply for a transfer out of his/her school.

ARTICLE VII. LEAVES OF ABSENCE, Section H. Maternity/Parental/Adoptive Leave (page 30). Revise to read as follows:

1. Parental leaves will be granted to employees in accordance with the Massachusetts Parental Leave Act at MGL Chapter 149, Section 105D (MPLA) and the Family Medical Leave Act (FMLA).
2. An employee 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 employee 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. 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 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 Employees with Professional Teacher Status: Unpaid extended leave through the end of the school year in which approved Statutory Leave concludes.

[No changes to subsections 3 and 4]

ARTICLE VII. LEAVES OF ABSENCE, Section B. Funeral Leave, Subsections 1 and 4 (pg. 27). Revise as follows:

1. All members of the bargaining unit will receive up to five (5) days off with pay in the case of a death in the immediate family. The term immediate family means the teacher'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.

4. Funeral days are consecutive school days immediately following or including day of death; however, if the death occurs on a day after the teacher 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, teacher 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.

ARTICLE VII, LEAVES OF ABSENCE. Add new Section M, to read as follows:

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 employees 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 (page 32). Revise the first two paragraphs of A. 3 as follows:

3. ~~The SSC will include the principal, four teachers, three parents in that school, a community member appointed by the Principal, one member of the support staff elected by the support staff at the school, and at the high school, one male and one female student. The teachers serving on the Council will include one Union Building Representative and three teachers elected by their peers.~~

~~Teacher, parent, community and student representatives shall be selected/elected according to the rules governing School Site Councils as stated in Massachusetts General Laws Chapter 71, Section 59C.~~
The SSC will include the principal, up to six teachers, 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 teachers serving on the Council will include one Union

Building Representative and up to five additional teachers 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.
[No change to third paragraph of this section (re: posting).]

ARTICLE X SPECIAL SERVICES, Sections A.1, A.5, A.8 (page 35). Revise as follows:

1. At each level of the school system (high school, middle school, elementary school, early learning center), ~~status~~ teachers 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, excellent classroom management and excellent interpersonal skills as recognized by the staff of that school in which the member of the unit is housed. The candidate for Lead Teachers, Mentor Teachers, or Academic Coaches must be ready to assume the responsibilities of that position, including serving as a model and trainer for other teachers assigned to him/her. The Principal shall consider any PTS teacher 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 teachers 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.

5. The assignment of a teacher 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."

8. Lead Teachers and Coaches who work beyond the contractual ~~483~~ 185 days will be compensated at the hourly rate. *[reflects change in teacher schedule effective 2019-2020]*

ARTICLE XII, GRIEVANCE PROCEDURE, Section B.2 (pg. 38). Revise to read as follows:

~~An employee~~ A member of the bargaining unit shall present the grievance to the school principal with the objective of resolving the matter informally. The employee may be accompanied by another teacher or by a CTU Representative. The principal shall schedule the meeting to discuss the grievance and communicate a decision on the matter ~~within seven (7) school days of this meeting,~~ 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.

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HOUSEKEEPING

ARTICLE III SALARIES (page 4)

E. Differentials for Special Service Personnel, Subsection 3. Eliminate

~~3.—Teachers who are assigned to the Chelsea High and Middle School Alternative Programs (formerly at the Tudor Hill School) will receive an annual stipend of \$1,200 as long as they continue to perform the duties described in the job description in effect for SY 2002-2003. The stipend shall be paid in two equal installments and shall be pro-rated for an assignment lasting less than a full school year.~~

N. Schedule of Salary Increases, Section 5.a (page 6) Eliminate (*duplicative--already addressed in Article V, Section P - School Calendar*) and renumber remaining items.

~~5. The school year for teachers shall be scheduled as follows:~~

~~a.—One day shall be scheduled at the beginning of the calendar for pre-school preparation and staff meetings.~~

ARTICLE IV FRINGE BENEFITS

A.1 Health and Life Insurance (page 7) Update to reflect new PEC agreement.

Eliminate:

~~7.—Flexible Spending Accounts—The parties agree to establish a committee to explore the possibility of establishing a Flexible Spending Account for health care and dependent day care. A joint committee will be formed that will hold its initial meeting no later than September 30, 2011.~~

D.3 Worker's Compensation (page 8)

~~Eliminate last sentence of Subsection D.3. The parties have agreed to continue negotiations on changes in the Massachusetts Workers' Compensation Law.~~

ARTICLE V WORKING CONDITIONS

A. Teacher Duties – Eliminate Committee at 5.b (page 9)

~~5.b. A joint union/management committee shall be established to deal with the issue of diapering students.~~

C. Teacher Appraisal System (pages 10-11)

Subsection 8 – Eliminate [*was related to start up*].

~~8.—Educators who attain status at the start of an even year will be placed in an even year Cycle 2. Educators who attain status at the start of an odd year will be placed in Cycle 1; educators currently on an improvement plan will revert to their original cycle when no longer on an improvement plan.~~

APPENDIX B1 (Timelines). Adjust charts for timelines

I. Scholarship Standards (page 14). Eliminate Subsection 3:

3. ~~The parties agree to study the development of a student mentor program.~~

K. Assault Cases, Subsection 5 (page 15) Revise to reflect laws relating to worker compensation, to read as follows:

5. Compensation for lost time--If the physical assault on a teacher results in loss of time, the teacher shall ~~file a report of injury pursuant to the in full, subject to coordination with~~ Workers' Compensation ~~statute. benefits and requirements, and such leave shall not be deducted from any sick leave to which said teacher is entitled.~~ 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 teacher receives Workers Compensation retroactive to the first day of absence, the teacher shall reimburse the School Department.
 - b. During the period of Workers' Compensation coverage, the teacher may use any accrued paid sick time School Department will pay the teacher to make up the difference between the amount paid under Workers' Compensation and the teacher's regular pay for all periods of lost time.

ARTICLE IX PROFESSIONAL IMPROVEMENT (page 33) Section F. Use of materials created by teachers. Eliminate entire section.

ARTICLE XIV UNION RESPONSIBILITIES, Section D (page 42) Eliminate sections that are no longer enforceable, as follows:

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

1. The Union is authorized to have payroll deductions for Union dues, ~~Agency Service Fee~~, 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 Teacher's Union shall notify the School Department of the amount of the Union dues ~~and the Agency Service Fee~~ annually, thirty days prior to the commencement of school classes.
2. The deductions of Union Dues, ~~Agency Service Fee~~ or COPE will be made upon receipt of a form provided to the employee 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 employee.
3. ~~As a condition of employment all members of the bargaining unit who are not members of the Chelsea Teachers' Union, Local 1340, American Federation of Teachers, AFL-CIO shall pay to the Chelsea Teachers' Union an Agency Service Fee which shall be assessed in compliance with Chapter 903 of the Acts and Resolves of the General Court of the Commonwealth of Massachusetts as adopted in 1977.~~

ARTICLE XVIII, DURATION OF AGREEMENT (p. 45) Update as follows:

This agreement shall be effective as of July 1, 2020 and shall go into full force and effect upon ratification by the parties. The agreement shall continue in effect through June 30, 2021.

The parties further agree that they shall enter into negotiations no later than January 15, 2021 for a successor agreement to take effect July 1, 2021.

ALSO AGREED: Review use of the terms “employee” and “unit member” when updating contract.

This Memorandum of Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives. The parties recognize and agree that all proposals/counterproposals regarding changes to the Collective Bargaining Agreement not embodied in this Memorandum have been withdrawn.

FOR CHELSEA SCHOOL COMMITTEE

FOR CHELSEA TEACHERS' UNION

Date: _____

Date: _____

ADMINISTRATIVE TEAM

