

**AGREEMENT**

**between**

**CHELSEA TEACHERS' UNION**

**(PARAPROFESSIONAL UNIT)**

**LOCAL 1340**

**AFT MASSACHUSETTS, AFL-CIO**

**and**

**CHELSEA SCHOOL COMMITTEE**

**CHELSEA, MASSACHUSETTS**

**Duration of Agreement**

**July 1, 2017 - June 30, 2020**



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## **ARTICLE I**

### **UNION RECOGNITION, JURISDICTION, AND DEFINITIONS**

#### **A. Union Recognition**

The Chelsea School Committee recognizes the Chelsea Teachers' Union, Local 1340, AFT Massachusetts, AFL-CIO, as the exclusive bargaining representative for all paraprofessional employees within the Chelsea School Department as per MLRC MCR-3570.

#### **B. Jurisdiction**

The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are performed by present or modified by new processes or equipment.

#### **C. Definitions**

The term "Committee" as used in this Agreement means the Chelsea School Committee.

The term "Parties" as used in this Agreement refers to the Committee and the Union as participants in this Agreement.

The term "School" as used in this Agreement means any work location or functional division maintained by the School Department.

The term "Superintendent" as used in the Agreement shall be understood to mean the person holding the position of Superintendent of Schools of the Chelsea School Department.

The term "Administrator" or the "Administration" shall be understood to mean the same as "Superintendent" or his deputies.

The term "Principal" as used in this Agreement means the responsible administrative heads of their respective schools.

The term "Paraprofessional" and the term "Person" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Section A of Article 1.

The term "Union Representative" as used in this Agreement means any duly-authorized designee of the Union.

Wherever the singular is used in this Agreement, it is to include the plural.

Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

## **ARTICLE II**

### **COMMITTEE RIGHTS**

#### **Committee Rights Clause**

1. In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the City of Chelsea in the Committee for the quality of education in and the efficient and economical operation of the Chelsea School System, it is herein agreed that except as specifically and directly modified by the express language in a specific provision of this agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law.
2. 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.
3. 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**

### **EXISTING CONDITIONS OF EMPLOYMENT**

The parties recognize that the success of the Chelsea schools, the successful implementation of this agreement, and the enhancement of the stature of paraprofessionals require 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.



**ARTICLE IV**  
**COMPENSATION**

**A. Basic Salary Schedule**

Paraprofessionals shall be paid in accordance with the following schedules:

1. The following hourly rates of pay shall apply to Paraprofessionals:

Step	<u>07/01/2017</u> (+\$0.40)	<u>07/01/2018</u> (+\$0.42)	<u>07/01/2019</u> (+\$0.45)
P/1	14.29	14.71	15.16
P/2	15.41	15.83	16.28
P/3	16.53	16.95	17.40
*P/4	17.64	18.06	18.51
**P/5	18.17	18.59	19.04

2. The following hourly rates of pay shall apply to Teaching Assistants (Associate Degree Level):

TAI/1	16.61	17.03	17.48
TAI/2	17.72	18.14	18.59
TAI/3	19.00	19.42	19.87

3. The following hourly rates of pay shall apply to Teaching Assistants (B.A. Degree Level):

TAII/1	18.75	19.17	19.62
TAII/2	19.87	20.29	20.74
TAII/3	21.13	21.55	22.00

\*Paraprofessionals with a minimum of 10 years of service and an annual performance evaluation of "proficient."

\*\*Paraprofessionals with a minimum of 15 years of service and an annual performance evaluation of "proficient."

4. Paraprofessionals shall advance on the hourly rate schedule as follows:
- a. All paraprofessionals, TAI's and TAIL's who are not at the top step, shall advance each year to the next hourly rate step based on their performance.
  - b. Paraprofessionals who are paid at the P/3 rate and who have at least 10 full years of service will be paid at the P/4 level based on an annual performance evaluation rated as "proficient" for the previous year.
  - c. Advancement to the next higher hourly rate step shall be based on a performance rating of "proficient." Any paraprofessional whose performance is rated as less than "proficient," shall be reviewed during the month of November of the succeeding school year, provided that he or she remains continuously employed by the school system, or at the end of three months of employment in the succeeding school year, whichever occurs first. If the new evaluation is rated "proficient," the paraprofessional shall move to the next step on the scale, proficient the next pay period.
  - d. Effective September 1, 2002, paraprofessionals who are paid at the P/4 rate and who have completed at least 15 years of service will be paid at the P/5 level based on an annual performance evaluation rated as "proficient" for the previous year.

**B. Method and Time of Salary Payment**

All paraprofessionals shall be paid on a weekly basis.

Deductions for health insurance and Union dues shall be on a weekly cycle and not be a factor in the summer months.

For purposes of payroll computation, the work week starts at 12:01 a.m., Monday, and runs through midnight Sunday.

Beginning with the 2006-2007 school year, all newly hired paraprofessionals shall have their paychecks direct deposited.

**C. Anniversary Dates**

For purposes of salary payment, full-time paraprofessional employees serving more than one-half (1/2) school year will advance a step on the salary schedule each September.

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

Any paraprofessional required to work before and/or following the close of the school year shall be compensated at the same hourly rate which they receive during the school year. Such payment is to be based upon an hourly, daily or weekly rate, whichever is applicable.



#### **E. Itemized Payroll Deductions**

A statement of weekly payroll deductions shall be provided to each employee.

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

Members of the bargaining unit shall be placed on the salary schedule at the step appropriate for training and creditable years of experience as determined by Superintendent of Schools.

#### **G. New Positions**

If any new position, other than those specified in Article I of the Agreement, is established within the bargaining unit covered by this Agreement, the School Committee shall negotiate with the Union regarding the wages, hours and conditions of employment for said position.

#### **H. Longevity**

Paraprofessionals who have completed ten (10) or more years of service prior to the beginning of the school year shall receive longevity payments each year as follows:

	<u>Years of service completed</u>		
	<u>July 1, 2017</u>	<u>July 1, 2018</u>	<u>July 1, 2019</u>
10 years	\$ 675.00	\$ 800.00	\$ 850.00
15 years	\$ 875.00	\$1000.00	\$1050.00
20 years	\$1075.00	\$1150.00	\$1200.00
25 years	\$1275.00	\$1350.00	\$1400.00

Payments will be made with the last pay period in June.

#### **I. Pay for Snow Days**

When schools are not in session due to emergency weather conditions, all regular employees will receive their regular day's pay for a maximum of five (5) days in any given school year.

#### **J. Severance Pay**

Upon retirement or death, paraprofessionals may redeem up to 100 days of their unused accumulated sick leave in cash at a rate of \$40.00 per day.

## ARTICLE V

### 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, 2016 through June 30, 2019 contributions for all active employees shall be: Harvard Pilgrim PPP – 30%; Harvard Pilgrim HMO – 20%.
2. 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.
3. **Opt –Out Program** – Provided the Program is offered through the City of Chelsea, employees are eligible for the (Opt Out Program) Health Insurance Benefit Option Program. 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.
4. The School Department will deduct the employee share from payroll checks for participating members on receipt of proper authorization.
5. On the date of retirement, coverage under the City's health and life insurance plans may be continued through local group.
6. 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.

#### B. Pension

The parties agree that all provisions of the Municipal Employees Pension Plan are a part of this agreement.

#### C. Tax Free Annuities

Paraprofessionals shall be allowed to take advantage of the Federal law concerning tax-free annuities.



#### **D. Worker's Compensation**

1. Employees who incur job-related illness or injury shall promptly file a written report on a form prescribed and provided by the school department of such illness or injury with their supervisor. An employee 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%). Employees 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 the portions of used sick leave re-credited to the employee'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 employee may not receive both Worker's Compensation disability and sick leave reimbursement for the same period of absence.

## **ARTICLE VI**

### **WORKING CONDITIONS**

#### **A. Notices and Announcements**

1. All official circulars pertaining to paraprofessionals shall be posted on the school bulletin boards and a copy furnished to the Union Representative in each building.
2. The Rules and Regulations of the School Committee shall be posted and maintained on the Chelsea 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 the members of the bargaining unit and their work location.

#### **B. School Facilities**

Every school building shall have at least one (1) furnished lounge for use by faculty and staff. Paraprofessionals shall be provided a locker or secure closet space to keep their personal belongings.

#### **C. Seniority**

1. The School Department shall prepare a directory which indicates the date on which all members of the bargaining unit were hired.
2. Paraprofessional seniority is based upon length of service in the Chelsea School Department. Periods of service divided by a break due to resignation or termination shall not be added together to determine seniority.

#### **D. Length of School Year and School Day**

1. The length of the school year for all paraprofessionals shall be the same as for teachers.
2. The length of the school day for full-time paraprofessionals shall be 6 1/2 hours, except that any paraprofessional who is required to work a longer school day shall be compensated at the paraprofessional's rate of pay.

#### **E. Assistance in Assault Cases**

1. The Principal shall report all cases of assault suffered by paraprofessionals, in connection with their employment, to the Superintendent of Schools.
2. Whenever it is alleged that a paraprofessional has assaulted a person or that a person has assaulted a paraprofessional, the Principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the paraprofessional for relevant information in the Committee's possession not privileged under law concerning the person or persons included.



#### **F. Transporting Children**

Paraprofessionals shall not be required to transport children in their personal automobiles.

#### **G. Duty-Free Lunch Period**

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

#### **H. Personnel Files**

1. Any written or oral complaint about an employee 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 employee within five (5) school days. If the Superintendent or designee determines that a complaint or other matter that reflects negatively upon the employee is to be placed in the personnel file, the employee shall be provided an opportunity to review such material. The employee 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 employee has had an opportunity to read the material and does not necessarily indicate agreement with its content. It is understood that the provision on employee signature shall sunset effective June 30, 2020, unless the parties specifically agree to an extension as part of bargaining a successor contract.
2. If the paraprofessional'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 paraprofessional. Excluded from this provision are the Principal and Superintendent of Schools and members of their respective staff/designees.
3. Material relating to an employee's role in the processing of grievances as advocate, grievant or witness shall not be placed in an employee's personnel file.
4. An employee 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 employee shall have the right to submit any pertinent employment related material for inclusion in the employee's own personnel file. Upon written request the employee shall have the right to review and to reproduce any material contained in the School Department personnel file. With the employee's approval, the employee's designated union representative shall have the right to review the file.
6. Pursuant to applicable state law, employees' medical records will not be kept in the personnel file.



## **I. Substitutes**

1. Except in the case of an emergency, paraprofessionals (P1 - P4) will not be used as substitute teachers. The school system and each Principal will make every effort to hire substitute teachers to cover for absent teachers.

The use of paraprofessionals within Chelsea's middle schools as classroom substitutes must be a low priority for the emergency coverage of classrooms; school administrators will, whenever possible and reasonable, employ other available professional staff members before assigning paraprofessionals to a classroom.

There may be times when other professional personnel are unavailable, and a principal must assign a paraprofessional to a classroom; such occasions should not be commonplace; and, in such events, the paraprofessional will be compensated in accord with the provisions of the prevailing contracts.

The School Department will continue to advertise widely for substitute teachers and will continue to maintain a timely list of individuals willing, available, and competent to serve as substitute teachers.

The School Department will continue to explore with area colleges and universities the possibility of inviting upperclass undergraduates and graduate students to serve as substitute teachers.

The School Department will explore with the veterans' agency and with retirement organizations recruitment of individuals willing to serve as substitute teachers.

Teachers will have readily available standing plans for substitute teachers at the middle schools so that whether hired substitute teachers, other available professional personnel, or the occasional paraprofessional may be assured that engaging work will be left for students.

Middle school administrators will check on classrooms where substitutes appear on a reasonably regular basis to ensure classroom safety and effective classroom discipline.

To the extent possible, administrators will do their best to obtain professional substitutes in the event of predictable future teacher absences because of conferences, workshops, or the like.

2. Paraprofessionals, who serve as substitute teachers, shall retain their health benefits.
3. Any Paraprofessional who serves as a substitute teacher for a class period or longer shall be paid at the rate of \$9.00 per hour (prorated). Effective July 1, 2015 the rate will be increased to \$9.50 per hour.
4. A substitute paraprofessional shall be compensated at Step 1 of the scale for which they hold qualifications.
5. Paraprofessionals who are certified and whose assignment to serve as a teacher in his/her program lasts for more than one (1) week and who acts in full conformity with teacher duties, including but not limited to preparation of lesson plans, evaluation of student's progress, attendance at parent meetings, maintenance of student records and participation in professional development activities shall be paid at step 1 of the teachers' salary scale for the time that he or she serves as a regular teacher after completion of the initial one (1) week.



6. Whenever possible, no paraprofessional shall be required to substitute for more than ½ school day, unless the paraprofessional is substituting in his/her own classroom.

#### **J. Adjustment of Pay**

If an employee alleges an error has been made in the employee's paycheck, the employee may initiate a grievance beginning with the Superintendent of Schools. An employee whose claim is upheld shall receive an adjustment in the next payroll check.

#### **K. Layoffs**

Seniority of employees shall be considered and will be a factor in decisions relating to reductions in force.

#### **L. School Site Council**

Paraprofessionals shall be eligible to run for the position designated as "support staff", and/or alternate on the School Site Councils.

#### **M. Professional Development**

1. The parties agree to continue having a committee to review and implement a professional development program for paraprofessionals.
2. The committee shall meet with representatives of the school department for the purpose of developing inservice training/course development for paraprofessionals. The committee will meet to discuss implementation of the new standards for paraprofessional qualifications as mandated under federal regulations and guidelines.
3. The Chelsea School Department shall provide one-half payment for courses taken for professional improvement. A paraprofessional shall be provided tuition reimbursement 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. The courses for which reimbursement is sought shall be subject to prior approval by the Superintendent. Only those courses which are deemed to be job-related by the Superintendent shall be approved for reimbursement. This section is subject to any other conditions promulgated by the City of Chelsea.
4. Reimbursement for courses shall not exceed \$10,000.
5. The employee may apply for tuition reimbursement prior to the beginning of the course or seminar. The approval process shall be completed within one week.

6. Upon completion of the program for which the advance reimbursement was received, the employee shall submit documentation in the form of a grade card, certificate, transcript, or other proof that the course or seminar was successfully completed. Failure to produce this documentation may result in the employee being required to repay all funds advanced.
7. Paraprofessionals will be paid when attending professional development workshops or inservice programs which are required by the School Department. Paraprofessionals will not be paid for attendance at professional development workshops or inservice programs which are voluntary. Notice of the inservice or professional development workshops will contain a statement informing the paraprofessional if compensation will be provided for the workshops.

#### **N. Drug Free Schools**

As a condition of employment with the Chelsea Public Schools, all employees 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.

#### **O. Translators.**

The employer will provide an annual training session for employees covered by this agreement who are regularly assigned to translate at meetings, with such training to focus on educational terminology commonly used in such meetings. The training will take place during the work day.

In the event an employee is assigned to translate at a meeting, at the employee's request his/her supervisor will consult with the employee about prioritizing the employee's remaining responsibilities for the day.



## ARTICLE VII

### PERFORMANCE EVALUATIONS

All paraprofessionals shall be evaluated each year by the school principal or other administrator designated by the principal on factors which are job related. In order for the process to be coherent, it is essential that paraprofessionals have an opportunity to access their school email account on a daily basis.

1. The supervisor will set a time to allow the paraprofessional to access their e-mail every day causing as little disruption as possible to instructional time.
2. Supervisor will meet with paraprofessional on the first day of the school year to review expectations.
3. When a paraprofessional is observed and a reference is to be made in the evaluation, the supervisor will send the employee an email noting the observation.
4. By the last work day in February, there will be a Mandatory Mid -Year check in via email, using the tool to share where supervisor believes the paraprofessional is at that point during the school year. There will be a quick write-up, e.g., "you're on track!"; "I see you as proficient all areas"; "these are areas that you need to focus on improving"; etc. The employee may schedule a meeting with the supervisor, if they wish to discuss further.
5. A final evaluation will be given to the employee by the first Monday in June.
6. Any claim that an evaluation is arbitrary or discriminatory may be raised as a grievance. Claims of failure to comply with the procedures of this agreement are subject to arbitration; however, the arbitrator shall not have jurisdiction or authority to make an evaluative judgment or substitute his judgment for that of the principal or other administrator
7. The paraprofessional's signature on the evaluation form will indicate that the paraprofessional and the evaluator have discussed the evaluation. The paraprofessional's signature does not necessarily indicate agreement with the evaluation. The paraprofessional may respond in writing to the evaluation within one week of receipt of the evaluation; such response will be attached to the final evaluation.
8. In the event the State initiates a change to the evaluation of school personnel, the parties agree to further discussions.

**ARTICLE VIII**  
**TRANSFERS- PROMOTIONS**

**A. Posting of Vacancies**

1. On or before June 15, the administration will post a list of known vacancies showing location and assignment.
2. Application deadlines will be specified in the posting of vacant positions.
3. Seniority of employees will be considered when filling vacant positions.
4. Paraprofessionals who apply for a transfer shall receive a written response within 30 days of the date of the posting for the open position, provided that a response is requested by the applicant.

**ARTICLE IX**  
**LEAVES OF ABSENCE**

**A. Sick Leave**

Sick leave shall be credited to paraprofessionals as follows:

1. Paraprofessionals shall be credited with fifteen (15) days at the beginning of the school year. Newly hired paraprofessionals will not be eligible to be paid for sick days until the completion of thirty (30) working days. Sick leave for paraprofessionals whose service begins after the start of the school year or ends before the end of the school year shall be pro-rated at the rate of 1.5 sick days per month.
2. Paraprofessionals hired on or before the 15th of the month shall receive credit for sick leave for that month. Paraprofessionals hired after the 15th of the month shall begin sick leave accumulation the following month.
3. Paraprofessionals may accrue a maximum of 200 sick days.
4. Sick leave pay is only for absence due to illness or injury and is not to be used as holiday or vacation time. With prior approval, employees may utilize sick leave time off for medical treatment. Employees are expected to schedule treatments outside of regular school hours whenever possible.

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 employee. Sick leave may also be used for a member of the immediate family not residing in the same household with a serious health condition as described in a U.S. Department of Labor "Certification of Health Care" form. If the sick leave exceeds two (2) consecutive days, the form must be completed and submitted within five (5) business days of the leave. Sick leave used under this paragraph cannot exceed 15 days. The rights granted under this section are not in derogation of the rights to which employees are entitled under the Family and Medical Leave Act of 1993.



5. An employee who is absent for six (6) or more consecutive work days may be required by the School Department to submit satisfactory proof of illness. Where an employee has been warned that his/her sick leave record has established a pattern of abuse and/or has been excessive, any subsequent unexcused absence shall be a basis for disciplinary action. The School Department may require a written certificate from a physician establishing incapacity, illness, or injury as a condition of payment in the event of suspected sick leave abuse.

#### Sick Leave Buy Back

1. Paraprofessionals who have an accumulated sick leave balance of at least 45 days at the end of the school year and who have at least three full years in service shall be entitled to buy back up to five (5) days at the end of the school year in accordance with the following chart:

<u>Number of sick days due to illness</u>	<u>Number of eligible buy back days</u>	<u>P/3/4/5</u>	<u>TAI</u>	<u>TAII</u>
0	5	\$185.00	\$185.00	\$235.00
1	4	\$150.00	\$150.00	\$190.00
2	3	\$115.00	\$115.00	\$145.00
3	2	\$80.00	\$80.00	\$100.00
4	1	\$45.00	\$45.00	\$55.00
5	0	0	0	0

## B. Personal Days

1. Paraprofessionals with less than three years of service shall be eligible for one personal day per year. Upon completion of three consecutive full years of service, paraprofessionals shall be eligible for two personal days per year. Upon completion of ten (10) years of service, paraprofessionals shall be eligible for three (3) personal days per year. These days are not deducted from sick leave. Unused non-deductible personal days of the current school year may be converted to accumulated sick leave days the following September.
2. Personal leave may be used for personal emergency but not for personal convenience. 'Emergency' includes home, personal, or family exigencies that the paraprofessional 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.
3. Paraprofessionals who request personal leave for a personal emergency are not required to state the reason for the request. The administrator will approve the request unless there are compelling reasons for denial. Such reasons may include district wide or school wide scheduled testing (known in advance) or absences of a large number of paraprofessionals already approved.
4. Employees must make timely request for such leave. In the case of exigencies known in advance, request for such leave should be made not less than two school days in advance.
5. Any paraprofessional whose request has been denied has the right to appeal the denial to the Superintendent of Schools, and the Superintendent or a designee shall review the request and render a decision **within three school days**. Paraprofessionals who are appealing a denial may wish to provide more complete information about the request, but they are not required to do so. Employees are entitled to Union representation and do not forfeit their grievance rights during this process.
6. Personal leave days may not be granted immediately preceding or immediately following a scheduled vacation or holiday period, though by contract, the Superintendent may grant a paid personal day if a case so warrants.
7. The Superintendent shall also continue to reserve the option of awarding unpaid personal leave "without prejudice" if this case so merits.



### **C. Funeral Leave**

1. Paraprofessionals 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 teacher's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or any relative 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).
2. A paraprofessional may be granted one day's absence for the funeral of the teacher'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 employee'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 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, the paraprofessional may not be entitled to all days.
5. At the Superintendent's sole discretion, a paraprofessional may be granted days for funeral leave beyond those set forth in Sections 1 – 4 above.

### **D. Military Leave**

Military leave of absence, without pay, may be granted to a permanent paraprofessional 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 paraprofessionals 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 teacher 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 paraprofessional 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 paraprofessional is entitled to a combined total of 26 weeks of all types of FMLA leave.

## **E. Organized Reserve Forces**

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component provided, however, that such leave shall not exceed seventeen (17) days.

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

1. Maternity/Adoptive/Parental leaves will be granted to paraprofessionals in accordance with Massachusetts state law and the Family and Medical Leave Act.
2. Statutory Leave: Unpaid Massachusetts Maternity Leave (MGL Chapter 149, Section 105D) or unpaid leave under the Family Medical Leave Act Leave is available to employees eligible under these statutes. The duration of Statutory Leave shall not exceed eight (8) weeks (or in the case of FMLA leave, twelve (12) weeks) from the date of the leave's commencement. An employee who is pregnant or giving birth may substitute her accrued paid sick time to cover days when she is medically incapacitated from working. An employee who gives birth is presumed to be medically incapacitated from working for eight weeks immediately following the birth. An employee will be required to submit adequate evidence of medical incapacity for any other period of disability relating to pregnancy/childbirth. An employee who is taking statutory leave may substitute accrued vacation, personal or compensatory time for the unpaid leave, whether or not the employee is medically incapacitated.
3. It is recognized that sick leave may be utilized for the care of an incapacitated spouse, child, or for the paraprofessional for medical reasons relating to pregnancy, as permitted by Article IX, Section A.4 (Sick Leave).
4. A paraprofessional on maternity/parental/adoptive leave shall notify the Superintendent of Schools of his/her intent to return at any time after the commencement of the leave and shall be reinstated as soon as a vacancy for which he/she is qualified occurs.
5. A paraprofessional 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 paraprofessional served one-half or more of the year in which the leave was granted.



### **G. Sick Leave Bank**

There shall be established a Sick Leave Bank for the use of bargaining unit members who have completed at least one year of service as a paraprofessional in the Chelsea School System.

1. The purpose of the Sick Leave Bank is to assist eligible participating members suffering from serious personal illness/injury for which documentation shall be required.
2. Each eligible member who wishes to participate shall contribute one (1) day from his/her own sick leave account to the Sick Leave Bank.
3. Upon the exhaustion of the individual's personal sick leave account and all other paid leave (personal and vacation days), the paraprofessional may apply to draw from the Sick Leave Bank.
4. Any use of the Sick Leave Bank shall not exceed one year, however, the employee drawing on the bank may reapply for an additional period.
5. Contributions to the Sick Leave Bank for eligible paraprofessionals will be made at the start of each school year by completion of a form prepared by the Director of Personnel and to be made available at each school.
6. Once the balance of days within the Sick Leave Bank falls below fifty (50) days, those members of the bargaining unit who wish to remain members of the bank shall contribute an additional day to the Sick Leave Bank.

### **H. Personal Need**

Members of the bargaining unit may be granted an unpaid leave for the following reasons: prolonged illnesses, needed rest, and necessities of the home; professional improvement when paraprofessionals are not eligible for sabbatical leaves of absence; to serve in public office, for working at a United States Military Installation abroad; or for any other activity which would benefit the Chelsea School System. Such leave shall be granted for employees who have completed five (5) years of service.

## **I. Maintenance of Rights**

All benefits to which a paraprofessional - as entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially similar or equivalent position.

## **J. Extension of Leave of Absence**

Leaves of absence may be extended by the Superintendent of Schools. The right to increment credit and the same or a substantially equivalent position upon return from an extended leave shall be determined by the Superintendent of Schools in each case.

## **K. Request for Leave**

All requests for leave under this Article shall be made through a person's Principal or immediate supervisor to the Superintendent of Schools or his designee.

## **L. Quarantine**

Any paraprofessional 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 employee may be entitled to under the regulations of the Chelsea School Committee.

## **M. Vacation**

1. Employees in the bargaining unit shall receive up to fifteen (15) vacation days with pay to be taken when schools are not in session due to scheduled breaks in the school calendar. Vacation days may be used for days when schools are not in session or snow days. Vacation leave for paraprofessionals whose service begins or ends other than at the established school year shall receive a pro-rata share at the rate of 1.5 days per month.
2. Employees shall receive pay for all holidays which fall on Monday through Friday during the regular school year.
3. In any year when there are more than 15 days when school is not in session due to scheduled breaks as announced in the official school calendar, paraprofessionals who begin their service during the first month of school will receive (an) additional vacation day(s) to cover the additional days. However, in no event shall the additional days exceed 5 days.

## **N. Jury Duty**

Any employee who is called to jury duty shall remit to the School Department any fees received for performing jury duty when such payment is less than the paraprofessional's daily rate of pay. In such instances the School Department shall pay the paraprofessional's regular daily pay. When the fees for jury duty are in excess of the paraprofessional's daily rate of pay, the paraprofessional may choose to retain such fees and receive no payment from the School Department for the period of jury service.



**O. Religious Days**

Employees will receive one (1) day for the purpose of observing religious holidays. Employees may also use personal or vacation days for the observance of religious holidays.

**P. ELT/ Extended Day Pay**

Whenever a paraprofessional is out sick or on any other approved paid leave, he/she shall receive full pay, including the pay for extended hours, if scheduled for that day.

**Q. Graduation of Paraprofessional**

In the event a paraprofessional graduates from a college or university, that paraprofessional shall be given the day off with no loss of pay in order to attend the graduation ceremonies.

**ARTICLE X**

**ACADEMIC FREEDOM; PROFESSIONAL ACTIVITY**

When a paraprofessional speaks or writes as a citizen, he/she shall be free from administrative censorship and/discipline.

## **ARTICLE XI**

### **UNION RIGHTS AND RESPONSIBILITIES**

#### **A. Union Representation**

1. The Principal shall recognize the Union Building Representative as the official representative of the paraprofessionals in the school.
2. The Committee of Union representatives which meets with the Superintendent of Schools for consultation on matters of educational programs during the school year shall submit items for the agenda which apply to paraprofessional personnel. A paraprofessional may sit on this committee when school problems and policies relating to their employment are to be discussed.

#### **B. Information**

1. The Committee shall make available to the Union upon its reasonable request all records relevant to negotiations or necessary for the proper enforcement of this Agreement.
2. Names and addresses of newly employed paraprofessionals shall be provided to the Union following their appointment.

#### **C. Protection of Individual and Group Rights**

1. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior.
2. Nothing contained herein shall be construed to permit any organization other than the Union to participate in the processing of a grievance.

#### **D. Union Activity at the School Level**

1. School Meetings - Before the opening of, during lunch time, and after the close of school on school days, the Union shall have the right to use designated areas in school buildings for meetings of paraprofessionals, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal.
2. Distribution of Materials - The Union shall have the right to place Union related materials in the mail boxes of paraprofessional employees.
3. Bulletin boards - The Union shall be provided designated Union bulletin boards for the purpose of posting Union related notices and other material. Such space shall be provided in each building and the School Department Offices for the exclusive use of the Union.



#### **E. Time for Building Representatives**

The Committee shall permit one or more designated regular staff members of the Union or off-duty paraprofessional representatives of the Union to visit the schools to investigate working conditions, paraprofessional complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement, provided always that there shall be no interference with school functioning.

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

1. The Union is authorized to have payroll deductions for Union dues, Voluntary 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 Teachers' 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.

## **G. Employee Rights**

### **1. Continuing Employment Rights and Discipline**

- a). All Employees hired on or after July 1, 2018 shall serve an initial probationary period of ninety (90) school days during which they may be dismissed with or without cause. Subsequently, during periods of any annual appointment, such Employees may be dismissed only for good cause or layoff. Employees are subject to annual appointment for the first full three years of their employment, with notice to be provided in writing by July 1 whenever the Employee will not be renewed for the next school year. After completing three full consecutive years of employment, the Employee will have continuing employment rights, subject only to dismissal for just cause or layoff.
- b). An Employee who was hired before July 1, 2018 or who was hired on or after that date and has gained continuing employment rights, as provided in Section 1 (a) shall be disciplined only for just cause. Discipline may include verbal warnings, written reprimands, suspensions, termination from assignments during the term of such assignments, and termination of employment and the following will apply.
  - i). normally, discipline will be imposed progressively and will increase in severity with repeated infractions or omissions.
  - ii). The employer shall provide written reasons for the action to the employee and to the Union President by certified mail or personal delivery within two days of the decision to suspend or terminate the employee.
  - iii). an employee may appeal any disciplinary action undertaken by the employer by, filing a grievance under the procedures set forth in this agreement.
- d). Regardless of continuing employment status, when imposing discipline or giving reprimands, warnings, or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.

### **2. Investigative Meetings**

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

- a. 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 employee for a reasonable period of time before the meeting resumes to identify the facts from the employee's perspective, to advise the employee of the rights conferred by this Agreement, and to prepare the employee's defense.
- b. 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 employee'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 employee until such representative is present.



## **H. Legal Assistance and Support**

1. If a paraprofessional is injured or a paraprofessional's property is damaged by the willful misconduct of a student, the employee may request assistance and advice of legal counsel for the School Department concerning the employee's legal rights.
2. Any paraprofessional subpoenaed as a witness in a substance 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.  
A paraprofessional required to appear in court under this section shall not suffer loss of pay or deduction from annual or accumulated sick leave.

## **I. Fair Practices**

As sole collective bargaining agent, the Union will accept into voluntary membership all paraprofessionals covered by this Agreement without regard to race, color, creed, national origin, sex, marital status, or previous affiliation with other organizations.

The Committee and the Union agree that there will be no discrimination in the hiring of employees or in their training, assignment, probation, transfer, or discipline because of race, age, creed, color, religion, national origin, political activities, sex, gender identity, sexual orientation, domicile, disability, or marital status or participation in any organizational activities. Nothing in this agreement shall prevent the employer from taking any action necessary to comply with the requirements of the American with Disabilities Act.

## 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 paraprofessional 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 condition as set forth below.
2. The paraprofessional shall present the grievance during his/her non-teaching hours to his/her supervising teacher and may be accompanied by another paraprofessional or by the Union Building Representative with the objective of resolving the matter informally.
3. If the grievance is not resolved with the teacher within 10 days, the paraprofessional shall present the grievance during his non-teaching hours to the School Principal, and may be accompanied by another paraprofessional in the school or by the Union Building Representative with the objective of resolving the matter informally.
4. If the grievance is not satisfactorily settled at this step, it may be reduced to writing by the paraprofessional within three (3) school weeks after receipt of the Principal's answer and be presented to the Superintendent of Schools. The Superintendent or his designee, the paraprofessional, 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.

5. If the grievance is not satisfactorily settled at this step, it may be appealed in writing within five (5) school days after receipt of the written answer of the Superintendent by the paraprofessional to the Committee. The Committee or its designated representative, the paraprofessional, 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 paraprofessional 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.
6. 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 XIV.

7. 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.

8. No reprisals of any kind will be taken by the School Committee or any member of the Administration against any party involved, any school representative, any member of the Union, or any participant in the grievance procedure by reason of such participation.
9. 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 constructive programs on behalf of the paraprofessional, together with any other available information or approved minutes of the School Committee, which may be necessary for the Union to process a grievance under this Agreement.

## 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. The fees or 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 School 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 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 of the Committee except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at this 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.

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 4

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 employee or employees affected thereby.



## **ARTICLE XIV**

### **HANDLING OF NEW ISSUES**

Matters of collective bargaining importance not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Union.

In any matter not covered in this Agreement which is a proper subject for collective bargaining, the Federation may raise issue with the Committee for consultation and negotiation, except that the Union shall not seek to reopen to be effective during this Agreement any question introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

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

## **ARTICLE XV**

### **SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE XVI**

### **EXISTING LAWS AND REGULATIONS PRESERVED**

1. The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal law, rule or regulation.
2. This Agreement constitutes School Committee policy for the term of said Agreement, and the School Committee shall carry all the commitments contained herein and give them full force and effect as School Committee policy. The School Committee shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

## ARTICLE XVII

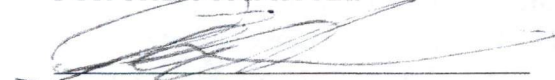


### DURATION OF AGREEMENT

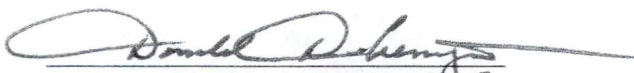

This agreement shall be effective as of July 1, 2017, and shall go into full force and effect upon ratification (in June 2018) provided that the negotiated pay increase for July 1, 2017 shall be retroactive to that date. The Agreement shall continue in effect through to and including June 30, 2020.

The parties agree further that they shall enter into negotiation for a successor agreement no later than January 15, 2020, for a successor agreement to take effect July 1, 2020.

FOR THE COMMITTEE

FOR THE UNION

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

  
  
Date: September 18, 2018

#### ADMINISTRATIVE TEAM

Gerald McCue  
Executive Administrator of Finance

Tina Sullivan  
Director of Human Resources

Margaret DiBiasio  
Assistant Principal

Maggie Sanchez-Gleason  
Principal

18-09-06-chelsea paras 2017-2020-final-sig



## CHELSEA PUBLIC SCHOOL PARAPROFESSIONAL EVALUATION

Name: \_\_\_\_\_ School: \_\_\_\_\_ Assignment: \_\_\_\_\_  
 Evaluator: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Place a check in the appropriate box below.

Rating of Needs Improvement (NI) and Unsatisfactory (U) require comments by the evaluator.

	PROFICIENT	NEEDS IMPROVEMENT	UNSATISFACTORY
Encourages Student's effort and participation	<input type="checkbox"/> Demonstrates a constant degree of initiative in striving for all students to reach their full academic potential	<input type="checkbox"/> Demonstrates a varying degree of initiative in striving for all students to reach their full academic potential	<input type="checkbox"/> Demonstrates a limited degree of initiative in striving for all students to reach their full academic potential
Establishes positive and professional relationships with students and staff	<input type="checkbox"/> Demonstrates a consistent level positive and professional relationships with students and staff	<input type="checkbox"/> Demonstrates a varying level of positive and professional relationships with students and staff	<input type="checkbox"/> Demonstrates a limited level of positive and professional relationships with students and staff
Accepts and carries out assignments willingly	<input type="checkbox"/> Demonstrates a constant degree of acceptance in carrying out assignments willingly	<input type="checkbox"/> Demonstrates a varying degree of acceptance in carrying out assignments willingly	<input type="checkbox"/> Demonstrates a limited degree of acceptance in carrying out assignments willingly
Adapts approaches to individual learning needs within the scope of instruction	<input type="checkbox"/> Demonstrates a constant degree of approaches to individual learning scope of instruction	<input type="checkbox"/> Demonstrates a varying degree of approaches to individual learning scope of instruction	<input type="checkbox"/> Demonstrates a limited degree of approaches to individual learning scope of instruction
Maintains professionalism and accepts suggestions and constructive feedback	<input type="checkbox"/> Maintains a constant level of professionalism while accepting suggestions and constructive feedback	<input type="checkbox"/> Maintains a varying level of professionalism while accepting suggestions and constructive feedback	<input type="checkbox"/> Maintains a limited level of professionalism while accepting suggestions and constructive feedback
Encourages and demonstrates appropriate social interactions while accepting individual student differences	<input type="checkbox"/> Demonstrates a constant degree of encouragement and demonstrates appropriate social interactions while accepting individual student differences	<input type="checkbox"/> Demonstrates a varying degree of encouragement and demonstrates appropriate social interactions while accepting individual student differences	<input type="checkbox"/> Demonstrates a limited degree of encouragement and demonstrates appropriate social interactions while accepting individual student differences

Works to adheres to classroom techniques, procedures and schedules consistent with the teachers expectation	<input type="checkbox"/> Demonstrates a constant degree of working to adhere to classroom techniques, procedures and schedules consistent with the teachers expectation	<input type="checkbox"/> Demonstrates a varying degree of working to adhere to classroom techniques, procedures and schedules consistent with the teachers expectation	<input type="checkbox"/> Demonstrates a limited degree of working to adhere to classroom techniques, procedures and schedules consistent with the teachers expectation
Works with teachers and other staff to maintain a consistent standard of student conduct	<input type="checkbox"/> Works with teachers and other staff to maintain a positive degree of standard student conduct	<input type="checkbox"/> Works with teachers and other staff to maintain a varying degree of standard student conduct	<input type="checkbox"/> Works with teachers and other staff to maintain a limited degree of standard student conduct
Maintains regular attendance	<input type="checkbox"/> Demonstrates a constant degree of maintaining regular attendance	<input type="checkbox"/> Demonstrates a varying degree of maintaining regular attendance	<input type="checkbox"/> Demonstrates a limited degree of maintaining regular attendance
Reports to work and assigned responsibilities on time	<input type="checkbox"/> Exercises a constant level of degree in reporting to work and assigned responsibilities on time	<input type="checkbox"/> Exercises a varying level of degree in reporting to work and assigned responsibilities on time	<input type="checkbox"/> Exercises a limited level of degree in reporting to work and assigned responsibilities on time
Is receptive to parent participation and fosters parents' positive attitude towards school and staff	<input type="checkbox"/> Demonstrates a constant degree receptiveness to parent participation and fosters parents' positive towards school and staff	<input type="checkbox"/> Demonstrates a varying degree receptiveness to parent participation and fosters parents' positive towards school and staff	<input type="checkbox"/> Demonstrates a limited degree receptiveness to parent participation and fosters parents' positive towards school and staff
<input type="checkbox"/> Not Applicable / Not Observed			

Overall Evaluation:    \_\_\_ Proficient                      \_\_\_ Need Improvement                      \_\_\_ Unsatisfactory

Evaluator Comments for Suggestions for Continued Growth:

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Paraprofessional Comments:

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Evaluator's Signature: \_\_\_\_\_  
Paraprofessional Signature: \_\_\_\_\_

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

The signature of the Paraprofessional indicates they have received a copy of the evaluation and understand that a copy will be placed in his/hers file. It does not indicate that the Paraprofessional agrees with the findings of this evaluation. The Paraprofessional may submit a written response to this evaluation and such response will be attached to the evaluation.



Request for Use of Personal Day

Name: \_\_\_\_\_ Location: \_\_\_\_\_

In accordance with the provisions of the applicable collective bargaining unit agreement/School Department procedures, I hereby request to use a personal day(s) on the following date(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Personal and Religious Leave**

\_\_\_\_\_ Personal Emergency  
\_\_\_\_\_ Religious Leave  
\_\_\_\_\_ Funeral not covered by funeral leave

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

All requests for personal leave shall be answered within two working days following receipt of the request.

\_\_\_\_\_ Approved \_\_\_\_\_ Denied/Reason \_\_\_\_\_

Principal Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
\*Note: Please refer to the Leave of Absence section of the appropriate collective bargaining agreement covering personal leave. Use of personal days will not be allowed immediately preceding or immediately following a scheduled vacation or holiday period except in cases deemed to be an emergency by the Superintendent.

\_\_\_\_\_ Approved \_\_\_\_\_ Denied

Superintendent Signature \_\_\_\_\_ Date \_\_\_\_\_