

AGREEMENT

between

CHELSEA TEACHERS' UNION

(PARAPROFESSIONAL UNIT)

LOCAL 1340

AFT MASSACHUSETTS, AFL-CIO

and

CHELSEA SCHOOL COMMITTEE

CHELSEA, MASSACHUSETTS

Duration of Agreement

July 1, 2024 - June 30, 2027

TABLE OF CONTENTS

	Subject	Page
Article I	Union Recognition, Jurisdiction, and Definitions	1 - 2
	A. Union Recognition	1
	B. Jurisdiction	1
	C. Definitions	1
Article II	Committee Rights	2
Article III	Existing Conditions of Employment	2
Article IV	Compensation	3 – 7
	A. Basic Salary Schedule	3
	B. Method and Time of Salary Payment	4
	C. Anniversary Dates	4
	D. Working Before/After School Year	5
	E. Itemized Payroll Deductions	5
	F. Placement on Salary Schedule	5
	G. New Positions	5
	H. Longevity	5
	I. Pay for Snow Days	6
	J. Severance Pay	6
	K. Multilingual Stipend	6
	L. Lead Paraprofessional	6
	M. Toileting/Diapering	7
	N. Sub-Separate Differential	7
	O. Alumni Hiring Incentive	7
Article V	Fringe Benefits	8 – 9
	A. Health and Life Insurance	8
	B. Pension	8
	C. Tax Free Annuities	8
	D. Worker’s Compensation	9
	E. Access to Pre-K Extended Care	9
Article VI	Working Conditions	9 – 16
	A. Notices and Announcements	9
	B. School Facilities	10
	C. Seniority	10
	D. Length of School Day and School Year	10
	E. Assistance in Assault Cases	10
	F. Transporting Children	11
	G. Duty-Free Lunch Period	11
	H. Personnel Files	11
	I. Substitutes	12
	J. Adjustment of Pay	14

	K. Layoffs	14
	L. School Site Council	14
	M. Professional Development	14
	N. Drug Free Schools	15
	O. Interpreters	15
	P. Class Preparation	15
Article VII	Performance Evaluations	16 - 17
Article VIII	Transfers – Promotions	17
Article IX	Leaves of Absence	17 – 27
	A. Sick Leave	17
	A.-1. Sick Leave Buy Back	18
	B. Personal Days	19
	C. Funeral Leave	20
	D. Military Leave	21
	E. Organized Reserve Forces	21
	F. Parental Leave	21
	G. Sick Leave Bank	23
	H. Personal Need	24
	I. Maintenance of Rights	25
	J. Extension of Leave of Absence	25
	K. Request for Leave	25
	L. Quarantine	25
	M. Vacation	25
	N. Jury Duty	26
	O. Religious Days	26
	P. ELT/Extended Day Pay	26
	Q. Graduation of Paraprofessional	26
	R. Domestic Violence Act	26
	S. Family Medical Leave Act	26
Article X	Academic Freedom; Professional Activity	27
Article XI	Union Rights and Responsibilities	27 – 30
	A. Union Representation	27
	B. Information	27
	C. Protection of Individual and Group Rights	27
	D. Union Activity at the School Level	28
	E. Time for Building Representatives	28
	F. Deductions for Dues Check-Off/Agency Fee/COPE Deductions	28
	G. Employee Rights	28
	H. Legal Assistance and Support	30
	I. Fair Practices	30

Article XII	Grievance Procedure	31 - 32
	A. Definition	31
	B. Adjustments of Grievances	31
Article XIII	Arbitration	33 - 34
Article XIV	Handling of New Issues	34
Article XV	Savings Clause	34
Article XVI	Existing Laws and Regulations Preserved	34 - 35
Article XVII	Duration of Agreement	35
Appendix A	Paraprofessional Evaluation	36 - 37
Appendix B	Personal Day Form	38
Appendix C	Parental Leave Request Form	39 - 42
Appendix D	Sick Leave Bank Non-Participation Form	43

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. In addition, all Speech and Language Pathologist Assistants ("SLPA") will be included in the unit.# The terms "paraprofessionals" and "employees" as used herein shall apply to SLPAs unless a separate or clarifying provision is included for SLPAs.

Per Memorandum of Agreement dated August 2025, effective with the 2025-2026 school year, the contract applies to SLPAs. Until such time, the prior terms and conditions of employment for the SLPAs remained in effect.

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 "employee" 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 all genders.

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 shall apply to Paraprofessionals:

Step	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>
P/1	21.06	23.58	25.86
P/2	22.32	24.99	27.41
P/3	23.66	26.49	29.05
P/4	25.08	28.08	30.79
P/5	26.58	29.76	32.64

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

Step	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>
TAI/1	23.70	26.36	28.78
TAI/2	25.12	27.94	30.51
TAI/3	26.63	29.62	32.34
TAI/4	28.23	31.40	34.28
TAI/5	29.92	33.28	36.34

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

Step	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>
TAII/1	26.13	28.91	31.46
TAII/2	27.70	30.64	33.35
TAII/3	29.36	32.48	35.35
TAII/4	31.12	34.43	37.47
TAII/5	32.99	36.50	39.72

The above schedules reflect the following increases:

Effective July 1, 2024	3% and a \$3500 differential
Effective July 1, 2025	5% and a \$2000 differential
Effective July 1, 2026	5% and a \$1500 differential

4. The following hourly rates shall apply to SLPAs:

SLPA	2024-25	2025-26	2026-27
Step 1		31.14	33.85
Step 2		32.98	35.85
Step 3		34.93	37.97
Step 4		37.00	40.22
Step 5	35	39.19	42.60

5. Paraprofessionals shall advance on the hourly rate schedule as follows:
- a. All paraprofessionals who are not at the top step, shall advance each year to the next hourly rate step based on their performance.
 - b. 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.

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 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

Paraprofessionals 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.

If, at the request of the Principal, a paraprofessional voluntarily attends a faculty meeting after the paraprofessional's regular work day, the paraprofessional will be compensated for the time of attendance at his/her regular hourly rate.

E. Itemized Payroll Deductions

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

F. Placement on the Salary Schedule

Employees 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:

Years of service completed

	24-25	25-26	26-27
10 years	1750	1850	1950
15 years	2000	2100	2200
20 years	2250	2350	2450
25 years	2500	2600	2700
30 years	2750	2850	2950
35 years	3000	3100	3200
40 years	3250	3350	3450

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 130 days of their unused accumulated sick leave in cash at a rate of \$50.00 per day.

K. Multilingual Stipend

Employees who are deemed to be bilingual/biliterate via an Employer-approved certification process shall receive an annual stipend of one thousand dollars (\$1,000.00), to be prorated for partial years. The certification process will be available each spring, starting with the 2025-2026 school year, and certifications earned will go into effect at the start of the school year immediately following. In addition, the certification process will be available for new hires each September, with the stipend to be paid starting approximately one month after the certification is earned. Stipends will be paid in two lump sum installments, one in December and one in May of the school year in which the certification is in effect. Once the certification is in effect, it will continue so long as employment continues in the paraprofessional unit, the clerk unit or the educator unit.

****Notwithstanding the above, in the event the parties reach agreement to a certification process by April 15, 2025 and the certification process for some employees can be completed during the late spring/summer 2025, those who obtain certification will begin receiving the stipend with the start of the 2025-2026 school year.**

All employees have the responsibility to use whatever language skills they may have during various communication scenarios that may arise in a school setting, whether or not they have a certification under this section.

L. Lead Paraprofessional

One paraprofessional shall be appointed on an annual basis to serve as a Lead at each school, with the exception of the ELC. which will have two Leads appointed annually. Each Lead will receive a stipend of \$100 per month (\$1,000 for full school year), such stipend to encompass lead duties assigned by the Principal during the school day and during up to two (2) hours per month of assigned time after the regular work day. Compensation for any other time assigned by the Principal to work after the regular work day will be at the regular hourly rate. All time worked as Lead after the regular work day will be designated as such on time sheets.

Leads will keep a log of the number of paraprofessionals who consult with them and the nature of the topics raised.

M. Toileting/Diapering

The parties recognize that some students must be toileted/diapered or toilet trained during the school day. The parties agree that meeting these students' needs is not a job function exclusive to the paraprofessionals and expect that other employees within the system may continue to provide these services. The school department will provide training for paraprofessionals assigned to these duties.

N. Sub-Separate Differential. (Effective July 1, 2025)

The parties recognize that the nature of working with students in substantially separate special education settings in grades PreK to 12 and in integrated classrooms at the PreK and Kindergarten level goes above and beyond that of paraprofessionals working in general education and many inclusion settings. While the employer will make reasonable efforts to accommodate paraprofessionals who do not wish to provide these services by transfer to another available position, the need to perform these services is considered a key responsibility for paraprofessionals in substantially separate special education settings (Social Communications, Functional Academics, and Learning Center classrooms) and in integrated classrooms at the PreK and Kindergarten. Regular assignment to one of these classrooms will be reflected in the paraprofessional's assignment letter and will result in payment of an annual stipend of \$1,500.00, to be prorated in the event the regular assignment is for less than a full school year. Such stipend will be paid in two installments, one in December and one in May. The District will provide training that is specific to the responsibilities of these paraprofessionals. In the event the District creates integrated classrooms beyond the PreK/K level in the future, the stipend will also apply to those classrooms.

The parties recognize that on occasion, a student whose needs might generally require a substantially separate program may instead be placed in an inclusion classroom and regularly served by a paraprofessional who performs the full range of tasks generally associated with substantially separate programs or integrated PreK/K classrooms. In such instances, the Superintendent or designee has the discretion to pay such paraprofessional the \$1500 stipend. The assignment and stipend will be reflected in the paraprofessionals' assignment letter.

Section N does not apply to SLPAs.

O. Alumni Hiring Incentive

At the time of initial employment in any position within the District, individuals who are graduates of Chelsea High School shall be credited with one (1) step.

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, 2019 through June 30, 2025 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.

E. Access to Pre-K Extended Care

Provided that the Chelsea Public Schools offers a Pre-K extended day class for community members, employees shall be allowed to utilize such program during its regular hours of operation (currently 8:13 a.m. to 5:30 p.m., with an Early Morning room that is available on a first come first serve sign up, 7:30 - 8:00), at a daily rate determined each year. Further, 10% of the seats for this program shall be set aside for the children of paraprofessionals, educators, clerks, and administrators. If the number of employee applicants exceeds the 10% set aside, the seats will be awarded by lottery.

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.

Notwithstanding the above, the length of the workday for full-time SLPAs shall be seven (7) hours (including a 25 minute-duty free lunch as set forth in Article VI, Sec. G), with the understanding that the Supervisor has the option of extending the SLPA work day as needed to fulfill the responsibilities of the position.

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.

3. Compensation for lost time - If the physical assault on a paraprofessional results in loss of work time, the paraprofessional 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 paraprofessional receives Workers' Compensation retroactive to the first day of absence, the paraprofessional shall reimburse the School Department.
 - b. During the period of Workers' Compensation coverage, the paraprofessional may use any accrued paid sick time to make up the difference between the amount paid under Workers' Compensation and the paraprofessional's regular pay for all periods of lost time.

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.
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 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 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 accordance with the provisions of Section I.3 below.

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 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.

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 \$10.00 per hour (prorated).
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.
7. In the event a paraprofessional is assigned to cover a teacher's schedule for a full day, that schedule will include the teacher's preparation period, provided that in the event the paraprofessional is needed to cover for an additional teacher at the time, the paraprofessional will be compensated during the missed prep period at the substitute rate, plus an additional \$10 an hour (for example, a paraprofessional with a regular rate of \$20 per hour would receive \$10 an hour for the sub pay and an additional \$10 per hour, for a total of \$40 per hour during the missed prep period).
8. Notwithstanding the provisions of this section, SLPAs shall not be assigned to substitute for teachers.

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. Because the tuition reimbursement program is intended to benefit Chelsea students, any paraprofessional who has less than three years of employment in the District (in any capacity, not just as a paraprofessional) 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 (4th) 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).
8. 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. Interpreters

The employer will provide an annual training session for employees covered by this agreement who are regularly assigned to interpret 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 interpret 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.

P. Class Preparation

Within the time a paraprofessional is assigned to work under the direction of a particular teacher during the regular work day, the teacher is expected to provide the paraprofessional with time the teacher reasonably deems necessary to prepare for tasks

that are assigned to the paraprofessional in working with students (e.g. reviewing a student's behavior plan or preparing materials).

The principal has the discretion to authorize paraprofessionals who are assigned to work on a 1:1 basis with a student for the entire day to do independent preparation work reasonably deemed necessary by the teacher before/after the regular work day for up to two (2) hours per week at the paraprofessional's regular hourly rate.

In addition, in the event a teacher elects to engage in preparation work onsite before or after the regular work day, the Principal has the discretion to authorize a paraprofessional to work onsite with that teacher for up to two (2) hours per week, if a teacher so requests, at the paraprofessional's hourly rate.

All paraprofessionals' work before and after the regular work day under this section must be used in a minimum of fifteen (15) minute increments and marked on their time sheets.

As preparation time is built into the SLPA work day under Article VI, Section D, this section does not apply to SLPAs.

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. Employees 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. Use of Sick Leave
 - a) Up to 15 days per year may be used for the care of an ill family member or a domestic partner who resides in the same household as the employee.
 - b) Up to an additional 45 days per school year (beyond 1.b) may be used to care for a child, spouse (or domestic partner) or parent with a serious health condition so long as the employee has applied for and received approval for leave under the FMLA for the purpose of such care taking.

The paid time provided in this section is not in derogation of the rights which employees may have under the Family Medical Leave Act of 1993 (FMLA) and runs concurrently with the Employee's FMLA entitlement, to the extent applicable.

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.

The Chelsea Teachers Union, the Chelsea School Committee and the Superintendent agree that consistent attendance of paraprofessionals is essential to providing the highest quality education for students. Employees are expected to be at work on a regular, continuing, and consistent basis and are expected to avoid using leave granted under provisions of this Contract unless necessary for the purposes established by the particular provision.

A-1 Sick Leave Buy Back.

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. Upon completion of ninety (90) calendar days of continuous employment, 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 two 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 employee’s spouse, child, parent, sibling, grandparent, parent-in-law, or any relative or domestic partner residing in the same household. The paid time off set forth in this section shall apply to 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 paraprofessional's or spouse’s aunt, uncle, niece, nephew, grandparent, brother-in-law, or sister-in-law.

In the event of a familial loss (either the pregnant person or the co-parent) of a pregnancy due to miscarriage or stillbirth all members of the bargaining unit 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.

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 paraprofessional 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. 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.
5. Permission to attend the service shall be granted to at least one paraprofessional per building in the case of death of a paraprofessional retired from that building.
6. The discretion of the Superintendent shall be exercised on the occasion of a death of a paraprofessional in the Chelsea School Department.

7. Paraprofessional 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.

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 paraprofessional 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 employee 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. Parental Leave

1. Parental leaves will be granted to employees in accordance with the Massachusetts Parental Leave Act at M.G.L. 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 three (3) options, to the extent eligible:

Option A: Continuous Statutory Leave: Unpaid Massachusetts Parental Leave (M.G.L. Chapter 149, Section 105D or “MPL”) (8 workweeks) (or unpaid leave under the Family Medical Leave Act Leave (“FMLA”) (12 workweeks*) to be taken consecutively within one year of the child’s arrival.

Option B: Two Periods of Leave of Statutory Leave: This leave will be taken in two periods, both within one year of the child’s arrival. The first such leave will be no more than two workweeks. For example, a parent may choose to take two workweeks at the time of the child’s birth and then take the remaining ten (or six if MPL) weeks two months later.

*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 C: Extended leave, with a return date planned and agreed upon in consultation with the Superintendent or designee in order to plan for coverage. Extended leave is available only for employees who have completed the last three full continuous school years of service). The extended leave shall not exceed one calendar year, provided that the Superintendent/designee grants an extension in order to provide for a return date at the beginning of a school year or semester.

3. **Use of paid time.** When exercising one of above options the following paid time will be available:
 - a. Effective July 1, 2025, six weeks (or three weeks if prior to July 1, 2025) of paid time, not to be deducted from the employee’s accumulated paid sick time.
 - b. After using the weeks set forth in in Section 3.a. above, the employee may use the employee’s own accumulated paid sick time.
 - c. An employee may apply to the sick bank for additional paid time if the employee meets the following criteria: (a) has completed the last full three years of continuous service, (b) has used the six (or three if prior to July 1, 2025) weeks of paid time, (c) has exhausted the employee’s own paid sick time, and (d) presents a physician’s certification of medical incapacity due to childbirth.
4. At the time the employee requests and is granted his/her leave, the anticipated date of return shall be specified. In the event 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.

5. An employee 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 employee 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 paraprofessionals who have completed three full continuous years of service and who are suffering from extended serious personal illness or injury. In addition, a member of the Bank who has completed three full continuous years of service and who does not have sufficient accrued sick time to allow for the sixty (60) days in a school year (as provided by Article IX Section A.4) to care for a child, spouse (or domestic partner) or parent with a serious health condition. The employee may use up to thirty-five (35) days from the sick bank for such purpose so long as the employee has applied for and received approval for leave under the FMLA for the purpose of such caretaking. The following shall apply to the sick bank:

This bank will acquire its days by the voluntary donation of one sick day at the second payroll each year from any employee who elects to join the bank. Employees donating to the bank lose the day donated from their normal entitlement. Once the balance of days in 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.

All deposits to the Bank are to be voluntary, however, any Employee who desires not to participate in the Bank must affirmatively notify the Superintendent's office using the Sick Leave Bank Non-Participation Form in Appendix D ("Non-Participation Form") as set forth below.

- a) **Employees who have already completed three full continuous years of service:** Effective with the ratification of the Contract for the period beginning July 1, 2024, all current employees who have completed three continuous years of service shall be provided with the Non-Participation Form. If the employee does not wish to join the Bank (and thus not donate their own sick day in accordance with this section), the employee must submit the Non-Participation Form to the Superintendent's office no later than twenty (20) school days following receipt. If the employee does not submit the Non-Participation Form to the Superintendent's office within the twenty (20) school-day time period, the employee shall be enrolled in the Sick Bank and shall have one sick day deducted from the employee's sick leave entitlement and deposited into the Bank each

year. *[Note: Notwithstanding the above, all employees will be notified of the opt out provision in the fall of 2025 and given the opportunity to “opt out” within a specified time frame.]*

- b) **Employees upon completing three full continuous years of service:** Upon meeting this requirement, each employee shall be provided the Non-Participation Form. If the employee does not wish to join the Bank (and thus not donate the employee’s personal sick day in accordance with this section), the employee must submit the form to the Superintendent's office within twenty (20) school days following receipt of the form. If the employee does not submit the Non-Participation Form within the twenty (20) school-day period, the employee shall be enrolled in the Sick Bank and shall have one sick day deducted from the employee’s sick leave entitlement and deposited into the Bank each year.
- c) **Decision to Cease Bank Membership:** If the employee elects to participate in the Bank in accordance with Paragraphs 1 and 2 above, but later wishes to cease participation, the employee may submit the Non-Participation form at any time. After receipt, the employee’s membership in the Bank shall cease for all subsequent school years. All days previously deducted and deposited shall be forfeited.

Awarding of Days: The awarding of sick leave days from the bank will be governed by a four-member Board of Directors, two of whom are appointed by the Superintendent and two appointed by the CTU. Awarding of days from the Bank requires a majority vote of the Board. An employee initiates the process of applying for Bank benefits by submitting a request in writing to the Superintendent alongside appropriate medical documentation. The initial grant of sick leave by the Board to an employee for personal illness shall not exceed forty (40) days. Upon completion of the forty (40) day period, the grant may be extended by the Board. There shall be a cap of 184 days for sick leave bank usage by any employee for personal illness. There shall be a cap of 70 days for sick leave bank usage by any individual to care for the member’s spouse, domestic partner, or child with a serious illness.

The following criteria shall be used by the Board in administering the Bank and in determining eligibility and amount of leave:

- a. Adequate medical evidence.
- b. Prior utilization of all accrued personal and sick leave.

H. Personal Need

Employees 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 the employee upon return, and the employee will be assigned to the same position 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 an employee'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

Each paraprofessional will receive two (2) days 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, the employee shall receive full pay, including the pay for extended hours, if scheduled for that day.

Q. Graduation of Paraprofessional

An employee may be granted one day of leave with pay per year for the purpose of attending their own graduation or the graduation of the employee's child (including stepchild) or spouse, from any post-secondary educational institution. A request for such leave must be submitted at least one week in advance of the requested day of leave. Such leave shall not be deducted from the employee's accumulated sick or personal leave.

R. Domestic Violence Act

The Chelsea School Department and the Chelsea Teachers' Union acknowledge that the Domestic Violence Act (DVA) provides up to fifteen (15) days of unpaid leave in any twelve (12) month period for employees under the circumstances outlined by the statute. The parties agree to the following with respect to implementation: (1) the twelve (12) month basis will be calculated on a rolling calendar basis, (2) the Superintendent will allow the paraprofessional to substitute the employee's paid sick leave under Article IX, Section A.4 for the unpaid leave provided by the statute.

S. Family Medical Leave Act

Eligible employees are entitled to leave under the Family and Medical Leave Act. All leave taken for qualifying events under FMLA shall be applied to an individual's FMLA allotment. An employee 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. Employees should contact the Director of Personnel for information

regarding eligibility and qualifying events under the FMLA. Use of paid time under the provisions of the Contract runs concurrently with the Employee's FMLA entitlement, to the extent applicable.

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 employee 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 just cause or layoff, provided that dismissal for just cause is subject to the grievance procedure, but not arbitration. 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. At least two days prior to finalizing a decision to suspend or terminate an employee, the employer shall provide written reason for the intended action to the employee and to the union president by email, certified mail or personal delivery.
 - 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, confidentially 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, age, color, creed, religion, national origin, political activities, sex, marital status, gender identity, sexual orientation, domicile, disability, marital status, participating in any organizational activities, 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, 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 conditions as set forth below. In the event a grievance is filed on or after June 1st, 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. The paraprofessional shall present the grievance to the school principal with the objective of resolving the matter informally. The employee may be accompanied by another paraprofessional 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 paraprofessional within ten (10) school days after receipt of the principal's answer and be presented to the Superintendent of Schools. The Superintendent or his/her designee, the paraprofessional, 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/her designated representative, shall give his/her 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 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.

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 paraprofessionals 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.

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 July 1, 2024, and shall go into full force and effect upon ratification (December 2024), unless otherwise specified herein (see, e.g., negotiated pay increase effective retroactive to July 1, 2024). The Agreement shall continue in effect through and including June 30, 2027. The parties agree further that they shall enter into negotiation no later than January 15, 2027 for a successor agreement to take effect July 1, 2027.

FOR THE COMMITTEE

Ana Hernandez

3B98EBA91577182038A82CD93C5ECFCB

readysign

Ana Hernandez, School Committee Chair

Date: 02/05/2026

FOR THE CHELSEA TEACHERS UNION

Kathryn Anderson

7792BF652BF6ED1CCA909BAD2E2748A7

readysign

Kathryn Anderson, President

Date: 02/05/2026

Administrative Team

Dr. Almi G. Abeyta, Superintendent
 Christine Lee, Director of Human Resources
 Dr. Aaron Jennings, Chief of Staff
 Malik Howshan, Officer of Innovation, Access,
 and Opportunity
 Michael Sullivan, Director of Communications
 Nate Meyers, Principal of Wright Middle School
 Jackie Bevere Maloney, Educational Advisor
 Gerry McCue, Educational Advisor

CTU Bargaining Team

Kathryn Anderson
 Vanesa Mendoza-Mercado
 Maria Andino
 Marilyn Moschella
 Mandie Cayton
 Kelley Anne Curley
 Alyson Hansen
 Bryan Pinales
 Darby Drafts
 Brianna Boland
 Claudia Lawry
 Rosemary Ward
 Wanda Vega
 Christian Kelley
 Meghan Silk

APPENDIX A

CHELSEA PUBLIC SCHOOLS 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

Overall Evaluation: ___ Proficient ___ Need Improvement ___ Unsatisfactory

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

Evaluator Comments for Suggestions for Continued Growth:

Paraprofessional Comments:

Evaluator's Signature: _____ Date: _____
 Paraprofessional Signature: _____ 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.

APPENDIX B

CHELSEA PUBLIC SCHOOLS 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 _____

Employee Name: _____

APPENDIX C

PARENTAL LEAVE REQUEST FORM

Educators, Paras, and Clerks Only

This form must be completed and submitted to Human Resources four (4) weeks prior to the leave start date. Four weeks advanced notice may be adjusted for short term notice of adoption or birth.

Parental leave begins the date the child arrives. The first 3 (or 6 if the leave began after July 1, 2025) workweeks will be paid, without charge to the educator's accrued paid sick time. The remainder of the leave will be unpaid unless accrued paid sick time is available and used. See applicable collective bargaining agreement for additional information on the HR website.

Name: _____ **Date:** _____

School: _____ **Position:** _____

Initial date of employment with the Chelsea Public Schools: _____

Anticipated date of birth/adoption: _____

1. SELECTION OF LENGTH OF LEAVE AND PAY

At the time of your notification of leave, you must (a) select one of the following four (4) options, to the extent eligible; (b) state your anticipated dates of departure and return; and (c) state your anticipated paid or unpaid dates. Place checkmarks or information in all blanks, as applicable. All leave approvals are contingent upon eligibility. See "additional information" (p.3) to complete form.

OPTION A: Continuous Statutory Leave: 8 or 12 consecutive workweeks.

8 workweeks:

Start Date	Return Date	Paid Dates after 6wks	Unpaid Dates after 6wks

12 workweeks:

Start Date	Return Date	Paid Dates after 6wks	Unpaid Dates after 6wks

OPTION B: Two Periods of Statutory Leave: Two periods, both within one year of the child's arrival for a total of 8 or 12 workweeks, contingent upon eligibility.

8 workweeks, first period (max 2 weeks):

Start Date	Return Date	Paid Dates after 6wks	Unpaid Dates after 6wks

Employee Name: _____

8 workweeks, second period:

Start Date	Return Date	Paid Dates after 6wks	Unpaid Dates after 6wks
------------	-------------	--------------------------	----------------------------

12 workweeks, first period (max 2 weeks):

Start Date	Return Date	Paid Dates after 6wks	Unpaid Dates after 6wks
------------	-------------	--------------------------	----------------------------

12 workweeks, second period:

Start Date	Return Date	Paid Dates after 3wks	Unpaid Dates after 3wks
------------	-------------	--------------------------	----------------------------

OPTION C: For Professional Teacher Status (PTS) only: Extended leave, with a return date planned and approved by the Superintendent or designee. May not exceed one calendar year. Submit letter to HR and Superintendent with your request for approval of return dates.

Extended leave with approval

Start Date	Return Date	Paid Dates after 6wks	Unpaid Dates after 6wks
------------	-------------	--------------------------	----------------------------

OPTION D: Other (less than 8 or 12 statutory weeks).

Leave for less than 8 or 12 weeks

Start Date	Return Date	Paid Dates after 6wks	Unpaid Dates after 6wks
------------	-------------	--------------------------	----------------------------

2. NOTICE OF OBLIGATION TO ADHERE TO DATES AND HEALTH INSURANCE

At the time the employee requests and is granted his/her leave, the anticipated date of return shall be specified. The dates will be automatically adjusted based upon actual date of arrival of child and thus departure of employee. **Paid leave is contingent upon availability of the employee's sick time after the initial 3 weeks (6 weeks if the leave begins after July 1, 2025). All elections must be declared with the submission of this form. No changes accepted.**

Your employer sponsored health, dental and life insurance benefits will continue during the 12-week period, with your portion of the premiums deducted from your pay. **In the event of a no-pay status, it will be your responsibility to ensure your portion of the premiums are made to maintain such insurance.** Payments should be made to the City of Chelsea. Please contact City HR if you have any benefit related questions at 617-466-4171. Changes to health insurance must be made within 30 days of a qualifying event, which includes birth or adoption of a child.

Employee Name: _____

In the event 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 (1) week in advance. If the requested additional leave is not granted, the employee's failure to return on the specified date shall be deemed a voluntary resignation not subject to the grievance procedure. Contact the CPS HR department if you have any questions at 617-466-4467.

By signing below, I confirm that I have read and understood all the information provided in this form. I acknowledge that my selections are final and binding.

Employee Signature	Date
--------------------	------

ADDITIONAL INFORMATION

1. **Eligibility Determination.** Under state and federal statutes, employees seeking time off for birth or adoption are entitled to either eight or twelve weeks 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.
2. **Paid Dates after 3wks (or 6 weeks after July 1, 2025).** All educators receive District funded paid time for Maternity/ Paternity leaves for the first 3 weeks of the leave. In this section, indicate how many workweeks you are seeking to utilize your available sick time after the first 3 weeks of paid leave. Paid leave is contingent upon availability of the employee's sick time.
3. **Unpaid Dates after 3wks (or 6 weeks after July 1, 2025).** All educators receive District funded paid time for Maternity/ Paternity leaves for the first 3 weeks of the leave. In this section, indicate how many workweeks you **do not** wish to use your sick time.
4. **Workweeks.** 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.
5. **Sick Bank.** As an exception, an educator may apply to the sick bank for additional paid time if the educator meets the following criteria: (a) has attained Professional Teacher Status (or 3 years continuous service if PTS is not applicable to the position), (b) has used the 3 (or 6 if the leave began after July 1, 2025) weeks of paid time, (c) has exhausted the educator's own paid sick time, and (d) presents a physician's certification of medical incapacity due to childbirth.
6. **Accrual Balance.** For accrual balance, check MUNIS ESS <<https://chelseama.munisservice.com/>> or contact payroll at 617-466-4475.

Employee Name: _____

TO BE COMPLETED BY HR ONLY

1. Employee Option Selected	
2. Employee Requested Dates	
3. HR Approved Dates	
4. HR Approved Return Date	
5. District Paid Dates	
6. Employee Paid Dates (if available)	
7. Unpaid Dates	
8. FMLA Dates	

HR Notes:

Approved	Denied	HR Director	Date

APPENDIX D

CHelsea PUBLIC SCHOOLS
EDUCATOR UNIT (Clerks, Paras, and Teachers)
SICK LEAVE BANK NON-PARTICIPATION FORM

This form is to be used by Educators upon completing three full continuous years of employment. Once completed, email to: personnel@chelseaschools.com, payroll@chelseaschools.com, and ctu1340sickbank@gmail.com.

Pursuant to Article VII (Sick Leave), Section 13, of the collective bargaining agreement between the Chelsea Teachers' Union (Teacher Unit) and the Chelsea School Committee, educators upon completing three full continuous years of service have a single opportunity to join the Sick Leave Bank ("Bank"). Those who choose to become members donate one of their annual sick days each year to the Bank. Bank members may draw on sick days from the Bank based upon circumstances outlined in Section C, contingent upon application to and approval from the Board of Directors for the Bank.

Membership in the Bank is voluntary. All bargaining unit members have the opportunity not to join the Bank. If you wish not to join the Sick Leave Bank, you must sign and submit this form to the Superintendent's Office no later than October 17, 2025. Beginning in 2026 and every year thereafter, the form must be submitted by October 1 following your completion of three (3) full continuous years of employment (e.g., if you completed your third year on June 15, 2026, you would submit this form by October 1, 2026). If you submit this Non-Participation Form, you will not be permitted to join the Bank at any later time.

In the alternative, if you wish to become a member of the Bank, you do not need to submit any form to the Superintendent's Office. Unless this Non-Participation Form is received by the date designated above, you will automatically become a member of the Bank and one of your sick days will be donated for deposit into the Bank during each year of your employment.

I confirm I have completed 3 years of continuous service in CPS.
 I DO NOT wish to donate one of my sick days for deposit into the Sick Leave Bank. I understand in choosing not to make a deposit, I am declining my only opportunity to become a member of the Bank and I will not be permitted to join at a later time.

If you become a member of the Bank, you can later opt out of Bank membership by sending written notice to the Superintendent. In that event, moving forward the Employer will cease deducting your one-day donation each year. However, days previously donated are forfeited.

Date: _____ School: _____

Hire Date: _____ Position: _____

Name Printed

Signature