Chelsea Teachers Union
AFT Local 1340
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CTU Responses
Monday, September 30, 2024

The Chelsea Teachers' Union (Union) submits the following responses to the Chelsea School Committee's proposals to modify, clarify or add to the Collective Bargaining Agreement between the Chelsea Teachers' Union and the Chelsea School Committee. The CTU reserves the right to modify, clarify, add to, or withdraw these responses at any point during bargaining.

Clerical Unit

Article I Union Recognition, Section A. Union Recognition (page 1). CTU proposes the following language:

> The Chelsea School Committee recognizes the Chelsea Teachers' Union, Local 1340, AFT Massachusetts, AFL-CIO, as the exclusive bargaining agent for matters covered by Chapter 150E of the General Laws for all full-time and regular part time clerical employees employed by the Chelsea School Committee, including senior clerks, principal clerks, principal account clerks, payroll supervisors, and data analysts, and excluding all managerial, confidential, casual, and all other employees.

Article III Working Conditions, Section R. Coverage *New Language*. Er proposal to consult with the principal and potentially have overtime pay. CTU provides the following counter:

> In the event an employee is assigned to cover another employee's schedule for one half or more of the work day, the employee will be paid at the overtime rate for that period of work. Additionally, at the employee's request the supervisor will consult with the employee about prioritizing the employee's remaining responsibilities for the day. After consultation with the employee, the principal may authorize extended hours if necessary for work completion. Such hours will be compensated in accordance with Article III, Section E (Additional Hours and Overtime).

Article V Leaves of Absence, Section B. Sick Leave (page 10). CTU holds pending Er response:

1. Use of Sick Leave
    a. Sick leave may be utilized for absence caused by illness, injury, exposure to a contagious disease, illness or disability arising out of or caused by pregnancy or childbirth**.** Sick leave of up to 12 workweeks per year may be used for the care of a sick or injured member of the employee's immediate family who resides in the same household as the employee. For purposes of this provision only, "immediate family," shall consist of the employee's spouse or domestic partner, child~~, son, daughter,~~ or parent with a serious health condition.
    b. Sick leave may also be used for a member of the immediate family not residing in the same household with a serious health condition ~~as described in a U.S. Department of Labor "Certification of Health Care" form~~. If the sick leave exceeds two (2) consecutive days, the ~~form~~ supervisor must be notified in writing ~~completed and submitted~~ within five (5) business

days of the leave. Sick leave used under this paragraph cannot exceed ~~15 days~~ twelve (12) workweeks. The rights granted under this section are not in derogation of the right to which employees are entitled under the Family and Medical Leave Act of 1993.

Article V Leaves of Absence, Section D. Sick Leave Bank (page 12). CTU holds pending Er response: There shall be established a Sick Leave Bank for the use of bargaining unit members who have completed three full continuous years of service, and who are suffering from extended serious personal illness or injury, or whose spouse, domestic partner, or child is suffering from the same, as follows:

This bank will acquire its days by the voluntary donation of one sick day at the second payroll from any Employee who elects to join the bank upon enrollment. 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 [ ] ("Non-Participation Form") as set forth below.

Unit members who have already completed three continuous years of service: Effective with the ratification of the Contract for the period beginning July 1, 2024, all current unit members who have completed three continuous years of service shall be provided with the Non-Participation Form. If the unit member does not wish to join the Bank (and thus not to donate their own sick day in accordance with this section), the unit member must submit the Non-Participation Form to the Superintendent's office no later than twenty (20) school days following receipt. If the unit member does not submit the Non-Participation Form to the Superintendent's office within the twenty (20)-day time period, the member will be enrolled in the Sick Bank.

Unit members upon completing three continuous years of service: Upon meeting this requirement, each unit member shall be provided the Non-Participation Form. If the unit member does not wish to join the Bank (and thus not donate their personal sick day in accordance with this section), the unit member must submit the form to the Superintendent's office within twenty (20) school days following receipt of the form. If the unit member does not submit the Non-Participation Form within the twenty (20)-day period, the unit member shall have one sick day deducted from their sick leave entitlement and deposited into the Bank upon enrollment.

Decision to Cease Bank Membership: If the unit member elects to participate in the Bank in accordance with Paragraphs 1 and 2 above, but later wishes to cease participation, the unit member 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 five-member Board of Directors, two of whom are appointed by the Superintendent and three appointed by the CTU. A unit member 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 shall not exceed forty (40) days. Upon completion of the forty (40) day period, the grant may be extended by the Board. Any use of Sick Leave Bank for the member shall not exceed one year. Any use of Sick Leave Bank for the member's spouse, domestic partner, or child shall not exceed twelve workweeks. 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 of serious personal illness/injury.
b. Prior utilization of all accrued personal and sick leave.

Article V Leaves of Absence, Section E. Parental Leave (page 12). CTU rejects Er proposal and provides the following counter:

1. Parental leaves will be granted to clerks in accordance with the Massachusetts Parental Leave Act at MGL Chapter 149, Section 105D (MPLA) and the Family Medical Leave Act (FMLA).

2. A clerk 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.) When a clerk is receiving a child through birth, surrogacy, adoption, or foster placement with intent to adopt, the clerk will receive twelve workweeks of paid leave, the first six (6) weeks of which shall be paid by the district and shall not be deducted from the clerk's personal accumulated sick, personal, or vacation time, the second six (6) weeks of which shall be paid by the district at 75% of the regular rate of pay, with the option to supplement with accumulated paid sick, personal, or vacation time. The clerk may choose to extend this leave for up to a year after the child's birth or arrival through use of accumulated sick leave and/or unpaid leave. At the time of the notification, the clerk will select one of the following two (2) options, to the extent eligible:

   Option A - Continuous Leave: This leave will be taken consecutively within one year of the child's arrival.

   Option B - Two Periods of 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 their remaining ten weeks two months later, having returned to work during that time.

   Leave under this section is not based upon medical incapacity, and days from the sick leave bank are not available for use under this section.

   [No change to the remaining paragraphs.]

Article V Leaves of Absence, Section G. Vacation Leave (page 13). CTU holds pending Er response:

0-5 Years of service: ~~10 days~~ 15 days paid vacation per year
5-10 Years of service: ~~15 days~~ 20 days paid vacation per year
10+ Years of service: ~~20 days~~ 25 days paid vacation per year
Vacation leave for eligible employees will accrue monthly.

Article VII Wages, Section B. Wage Rates by Classification (page 19). CTU provides the following counter:

Effective July 1, 2024	6%
Effective July 1, 2025	9%
Effective July 1, 2026	9%

Please see attached table for wage scale.

Article VII Wages, Section D. Degree Stipends (page 19). CTU and Er accept:

Associates Degree	~~$1700~~ $2000
Bachelor Degree	~~$2200~~ $2500
Masters Degree	~~$2700~~ $3000

Article VII Wages, Section E. Multilingual Stipend **New Language** CTU holds pending Er response:

The following will become effective July 1, 2024: Employees who are deemed to be multilingual/multiliterate 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 2024-2025 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. In the first year of implementation returning staff will also be eligible for the fall administration. 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.

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, However, effective July 1, 2025, only those who have the certification and are receiving the stipend may be assigned to serve as interpreters at meetings or to translate documents.

[Also, strike Article III Section N. Committee on Interpretation]

Article IX Professional Development (page 20). CTU accepts the Er language on PD consultation and provides the following proposal regarding reimbursement, which should incorporate the district's verbal proposal from 9/16/24:

1, Consultation on Professional Development
In the event the District provides release time for professional development, the Administration shall consult with two representatives appointed by the Union in planning the content of such programs to provide for maximum effectiveness. However, it is acknowledged that the final decision in this regard must rest with the administration. Once planned, professional development programs may be adjusted as the administration deems necessary in light of current circumstances.

2. The Chelsea School Department shall provide one-half payment for a course taken by a clerical unit employee for professional improvement. 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. Six (6) courses can be taken in the fall, spring and summer semesters with a maximum of three (3) courses taken in any one semester. ~~A maximum reimbursement of $500.00 per course will be available to members.~~

3. Reimbursement for courses shall not exceed five thousand dollars.

[No change to remaining paragraphs, which already cover repayment and application requirements equivalent to educator and paraprofessional contracts.]

ARTICLE XVI TERMS OF AGREEMENT, Section D - Duration of Agreement (page 30). CTU is also interested in a three-year contract, subject to agreement on terms.

Standardize use of the terms employee, Employee, unit member, clerk, etc. CTU proposes "member of the bargaining unit", and a similar check for gender neutral language throughout the contract.

All proposals not incorporated above are deemed withdrawn.

Tentative Agreements

Article III Working Conditions, Section B.5. Hours of Work (page 3). CTU and Er accept:

Summer Hours

Each Friday during the month of July, employees may work from 8:00 a.m. to 3:00 p.m. which shall include one twenty-minute paid break period, excluding an unpaid lunch period of one-half hour.

Article III Working Conditions, Section C. Holidays (page 4). CTU and Er accept.

Add Juneteenth to the list of holidays.

Article III Working Conditions, Section J. Snow / Weather Days (page 7). CTU and Er accept.

Each employee (with the exception of those who are regularly assigned to work at City Hall) may elect not to report to work on up to two (2) days of school closure due to inclement weather (if any) and will receive pay for such day(s), not to be deducted from personal or vacation time.

Nothing in this agreement is intended to eliminate the option for all employees of reporting for work or staying home and using their own personal time (personal or vacation) on days when schools are closed due to inclement weather.

As in the past, in the event the City closes all municipal buildings due to inclement weather, thus prohibiting all employees from reporting for work, clerks will be paid for the day, such paid day not to be deducted from personal or vacation time.

Article IV Benefits, New Section D. Extended Care. CTU and Er accept.

Provided that the Chelsea Public Schools offers a Pre-K extended day class for community members, ~~extended day class for employees~~, educators 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 ~~extended day~~ shall be set aside for the children of paraprofessionals, educators, clerks, and administrators~~, with the understanding that priority for such set aside seats will be given to educators and administrators~~. If the number of employee applicants exceeds the 10% set aside, the seats will be awarded by lottery.

Article V Leaves of Absence, Section F. Personal Leave (page 13). CTU and Er accept.

"Emergency" includes home, personal or family emergencies that the employee is unable to schedule for non-work hours, including care of the immediate family or permanent members of the household and non Chelsea School related court cases. ~~A "Request of Temporary Leave" form to substantiate the absence under personal emergency must be submitted to the supervisor on the day following the emergency.~~ Employees who request personal leave for a personal emergency are not required to state the reason for the request. The request will be approved by the administrator unless there are compelling reasons for denial.

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

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

[No change to remaining paragraphs.]

Article V Leaves of Absence, Section H. Commencement Leave (page 16). CTU and Er accept.

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.

Article V Leaves of Absence, Section I. Funeral Leave (page 16). CTU and Er accept.

1. All employees will receive up to five (5) days off with pay in the case of a death in the immediate family. The term immediate family means the employee's spouse, child, father, mother, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or any relative or domestic partner residing in the same household. ~~The Superintendent shall have the discretion to grant such paid time in the case of the death of~~ The paid time off set forth in this section shall apply to a step member of the immediate family (e.g., stepchild, stepfather)~~, provided that such leave shall not be unreasonably denied.~~

2. An employee may be granted one day's absence for the funeral of the employee's or spouse's aunt, uncle, niece, nephew, grandparent, brother-in-law, or sister-in-law.

   New: 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.

   [No change to remaining subsections.]

Article VII Wages, Section F. Alumni Hiring Incentive **New Language** CTU and Er accept.

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.

Paraprofessionals Unit

Article I Union Recognition, Section A. Union Recognition (page 1). CTU holds pending Er response:

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

Article IV Compensation, Section A. Basic Salary Schedule (page 3). CTU provides the following counter:

Please see attached scale.

Article IV Compensation, Section K. ~~Interpreter Pay~~ Multilingual Stipend (page 5). CTU holds pending Er response**:**

The following will become effective July 1, 2024: Employees who are deemed to be multilingual/multiliterate 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 2024-2025 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. In the first year of implementation returning staff will also be eligible for the fall administration. 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.

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. However, effective July 1, 2025, only those who have the certification and are receiving the stipend may be assigned to serve as interpreters at meetings or to translate documents.

Article IV Compensation, Section M. Toileting/Diapering Differential **New Language and Article IV, Section N Sub-Separate Differential **New Language**.** CTU holds pending Er response:

Section M. Toileting / Diapering Differential **New Language**

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.

While the employer will make reasonable effort 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 special qualification for a given position. To this end the parties further agree:

1. The School Department agrees to provide training for paraprofessionals assigned to these duties.
2. Toileting/diapering students will always be done with at least two adults present.
3. Paraprofessionals performing these services on a regular basis may diaper/toilet up to three children in the classroom they are assigned to and will be paid a monthly stipend of $75.00 for up to ten months per regular school year to a yearly maximum of $750.00
4. Paraprofessionals performing these services on a regular basis who diaper/toilet more than three

children and up to six children in the classroom they are assigned to will be paid a monthly stipend of $150.00 for up to ten months per regular school year to a yearly maximum of $1500.00.

5. A classroom that requires diapering/toileting of more than six children will need an additional Paraprofessional to perform these services.

6. In the unlikely event that a paraprofessional volunteers and is assigned by the Principal to provide these services on an emergency basis as a substitute when other paid paraprofessionals who regularly provide these services are unavailable, that paraprofessional will be paid an additional $10.00 per day, in addition to their substitute pay.

Section N. Sub-Separate Differential **New Language**

The parties recognize that working with students in substantially separate settings requires additional work above and beyond that of paraprofessionals working in the general education and inclusion settings. While the employer will make reasonable effort 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 (i.e., Social Communications, Functional Academics, and Learning Center classrooms). 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.

Article VI Working Conditions, Section G. Duty-Free Lunch Period (page 8). CTU holds pending Er response:

All paraprofessionals shall be given a ~~25~~ 30 minute duty-free lunch period between 11 a.m. - 1:15 p.m. on each school day.

Article IX, Section A. Sick Leave and Section G. Sick Leave Bank (page 13). CTU holds pending Er response:

Section A. Sick Leave

4. Sick leave of up to 12 workweeks per year may be used for the care of an ill family member who resides in the same household as the employee. Sick leave may also be used for a member of the immediate family not residing in the same household with a serious health condition ~~as described in a U.S. Department of Labor "Certification of Health Care" form~~. If the sick leave exceeds two (2) consecutive days, ~~the form must be completed and submitted~~ the paraprofessional's supervisor must be notified in writing within five (5) business days of the leave. Sick leave used under this paragraph cannot exceed ~~15 days~~ twelve (12) workweeks. The rights granted under this section are not in derogation of the rights to which employees are entitled under the Family and Medical Leave Act of 1993.

Section G. Sick Leave Bank

There shall be established a Sick Leave Bank for the use of bargaining unit members who have completed three full continuous years of service, and who are suffering from extended serious personal illness or injury, or whose spouse, domestic partner, or child is suffering from the same, as follows:

This bank will acquire its days by the voluntary donation of one sick day at the second payroll from any Employee who elects to join the bank upon enrollment. 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 [ ] ("Non-Participation Form") as set forth below.

Unit members who have already completed three continuous years of service: Effective with the ratification of the Contract for the period beginning July 1, 2024, all current unit members who have completed three continuous years of service shall be provided with the Non-Participation Form. If the unit member does not wish to join the Bank (and thus not to donate their own sick day in accordance with this section), the unit member must submit the Non-Participation Form to the Superintendent's office no later than twenty (20) school days following receipt. If the unit member does not submit the Non-Participation Form to the Superintendent's office within the twenty (20)-day time period, the member will be enrolled in the Sick Bank.

Unit members upon completing three continuous years of service: Upon meeting this requirement, each unit member shall be provided the Non-Participation Form. If the unit member does not wish to join the Bank (and thus not donate their personal sick day in accordance with this section), the unit member must submit the form to the Superintendent's office within twenty (20) school days following receipt of the form. If the unit member does not submit the Non-Participation Form within the twenty (20)-day period, the unit member shall have one sick day deducted from their sick leave entitlement and deposited into the Bank upon enrollment.

Decision to Cease Bank Membership: If the unit member elects to participate in the Bank in accordance with Paragraphs 1 and 2 above, but later wishes to cease participation, the unit member 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 five-member Board of Directors, two of whom are appointed by the Superintendent and three appointed by the CTU. A unit member 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 shall not exceed forty (40) days. Upon completion of the forty (40) day period, the grant may be extended by the Board. Any use of Sick Leave Bank for the member shall not exceed one year. Any use of Sick Leave Bank for the member's spouse, domestic partner, or child shall not exceed twelve workweeks. 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 of serious personal illness/injury.
b. Prior utilization of all accrued personal and sick leave.

Article IX, Section F. Parental Leave (page 16). CTU provides the following counter.

~~Maternity~~/Parental/~~Adoptive~~ Leave

Parental leaves will be granted to paraprofessionals in accordance with the Massachusetts Parental Leave Act at MGL Chapter 149, Section 105D (MPLA) and the Family Medical Leave Act (FMLA).

1. A paraprofessional 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.) When a paraprofessional is receiving a child through birth, surrogacy, adoption, or foster placement with intent to adopt, the paraprofessional will receive twelve workweeks of paid leave, the first six (6) weeks of which shall be paid by the district and shall not be deducted from the paraprofessional's personal accumulated sick, personal, or vacation time, the second six (6) weeks of which shall be paid by the district at 75% of the regular rate of pay, with the option to supplement with accumulated paid sick, personal, or vacation time. The paraprofessional may choose to extend this leave for up to a year after the child's birth or arrival through use of accumulated sick leave and/or unpaid leave. At the time of the notification, the paraprofessional will select one of the following two (2) options, to the extent eligible:

Option A - Continuous Leave: This leave will be taken consecutively within one year of the child's arrival.

Option B - Two Periods of 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 their remaining ten weeks two months later, having returned to work during that time.

Leave under this section is not based upon medical incapacity, and days from the sick leave bank are not available for use under this section. Extended school vacations, including the breaks in December, February, April and over the summer do not count as workweeks, whereas weeks merely shortened by holidays, snow days and the like do count as workweeks.

[No change to the remaining paragraphs.]

ARTICLE XVII DURATION OF AGREEMENT, (page 26). CTU is also interested in a three-year contract, subject to agreement on terms.

All proposals not incorporated above are deemed withdrawn.

Tentative Agreements

Article IV Compensation, Section L. Lead Pilot (page 6). CTU and Er accept.

~~A pilot program will be implemented at the ELC, one elementary school, one middle school, and at Chelsea High School for the 2022-2023 school year. Under this pilot program One~~ 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. ~~The Principal will designate two (2) half-hour sessions per month during the regular work day when paraprofessionals who are within their first two years of employment as a paraprofessional in the District may consult informally with a Lead.~~

Leads will keep a log of the number of paraprofessionals who consult with them and the nature of the topics raised. ~~The parties will meet prior to the beginning of the 2023-2024 school year to address whether to continue a pilot for a second school year. Absent agreement to continue the program, it will sunset at the conclusion of the 2022-2023 school year.~~

Article IV Compensation, Section O. Alumni Hiring Incentive **New Language.** CTU and Er accept.

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, Section F. Extended Care **New Language.** CTU and Er accept.

Provided that the Chelsea Public Schools offers a Pre-K extended day class for community members, ~~extended day class for employees~~, educators 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 ~~extended day~~ shall be set aside for the children of paraprofessionals, educators, clerks, and administrators~~, with the understanding that priority for~~

~~such set aside seats will be given to educators and administrators~~. If the number of employee applicants exceeds the 10% set aside, the seats will be awarded by lottery.

Article VI Working Conditions, Section E. Assistance in Assault Cases (page 8). CTU and Er accept.
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.

Article VI Working Conditions, Section I. Substitutes (page 9). CTU and Er accept.

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

…

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

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

[No change to remaining paragraphs.]

Article VI Working Conditions, Section M. Professional Development (page 10-11). CTU provides the following language, accepting and incorporating Er's verbal proposal on 9/16/24.

4. Reimbursement for courses shall not exceed ~~$10,000~~ $25,000.

Article VI Working Conditions, Section P. Class Preparation (page 12). CTU and Er accept.

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 ~~one (1) hour~~ 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 any paraprofessional to work onsite with that teacher for up to ~~one (1) hour~~ 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.

Article IX, Section B. Personal Days (page 14). CTU and Er accept.

1. ~~Paraprofessionals with less than three years of service shall be eligible for one personal day per year. Upon completion of three consecutive full years of service, paraprofessionals shall be eligible for two personal days per year. Upon completion of ten (10) years of service,~~ Upon completion of three months of 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.

[No change to remaining paragraphs.]

Article IX, Section C.1. Funeral Leave (page 15). CTU and Er accept.

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 educator's spouse, child, parent, sibling, grandparent, parent-in-law, ~~father, mother, sister, brother, grandparents, mother-in-law, father-in-law~~, or any relative or domestic partner residing in the same household. ~~The Superintendent shall have the discretion to grant such paid time in the case of the death of~~ The paid time off set forth in this section shall to a step member of the immediate family (e.g., stepchild, stepfather) ~~provided that such leave shall not be unreasonably denied.~~

[No change to remaining paragraphs.]

Article IX Commencement Leave, Section Q. ~~Graduation of Paraprofessional~~ (page 19). CTU and Er accept.

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.

Educators Unit

Article I Union Recognition, Section A. Recognition (page 1). CTU holds pending Er response:

2. The Chelsea School Committee recognizes the Chelsea Teachers' Union as the exclusive bargaining representative for all those persons in bargaining Unit A, which consists of all classroom teachers, including heads of departments, special subject teachers, school counselors, permanent substitutes, full-time occupational therapists, Social Workers, Librarians and Speech Therapists, Adjustment Counselors, Deans, School Psychologists, Academic Coaches, ~~and~~ Evaluation Team Leaders, BCBAs, and Speech Language Pathologist Assistants, but excluding members of Unit B and all other school employees. All provisions of this agreement apply to occupational therapists and physical therapists except those listed in Article X – Special Services, Section E – Occupational Therapists and Physical Therapists. The term "educator" as used herein refers to all members of the bargaining unit. The term "teacher" refers to Instructional Personnel only, except when used in the phrase "professional teacher status." Such phrase refers to the status conferred in accordance with Massachusetts General Laws.

Article III Salaries, Section D. Longevity Increments (page 3). CTU holds pending Er response:

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

   After 10 years: $1,750
   After 15 years: $2,250
   After 20 years: $2,750
   After 25 years: $3,250
   After 30 years: $3,750
   After 35 years: $4,250
   After 40 years: $4,750

Article III Salaries, Section E. Differentials for Special Service Personnel (page 3). CTU provides the following proposal, contingent upon accepting additional lanes:

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

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

Article III Salaries, Section I. Hourly Rate of Pay (page 4). CTU provides the following proposal:

1. ~~Teachers~~ Educators who are assigned to after school or before school services will be paid according to the following schedule:

   ~~$35.00~~ SY24-25: $37 per hour; SY 25-26: $39 per hour; SY26-27: $44 per hour.

Article III Salaries, Section N. Schedule of Salary Increases (page 5). CTU provides the following proposal:

1. Attached to, and made part of this agreement, are salary schedules identified as ~~Scale I (BA), Scale II (MA), Scale III (MA+30), and Scale IV (CAGS/Ph.D.)~~ Scale I (BA), Scale II (BA +15), Scale III

(MA), Scale IV (MA +15), Scale V (M +30), Scale VI (M +45), and Scale VII (CAGS/Ph.D.) for all years of this agreement. These scales differ from the system of compensation contained in the predecessor agreements as follows:

a. Effective July 1, 2024 all educators shall receive a 6% salary increase and the salary schedule shall be adjusted accordingly.
b. Effective July 1, 2024, salary lanes Scale II (BA +15), Scale IV (MA +15), and Scale VI (M +45) shall be added. These scales will be 3% higher than their immediately preceding scales (e.g., Scale II will be 3% higher than Scale I, etc).
c. Effective July 1, 2025, all educators shall receive a 8% salary increase and the salary schedule shall be adjusted accordingly.
d. Effective July 1, 2026, all educators shall receive a 7.5% salary increase and the salary schedule shall be adjusted accordingly.

2. The school year for educators shall be scheduled as follows:
   a. Full days scheduled for the purpose of staff development and in-service shall be ~~5~~ 3 days (total of ~~185~~ 183 workdays). The parties agree to cooperate on a plan for the scheduling and content of these days to assure maximum effectiveness. In particular, the Union shall be consulted in planning for professional development days, but it is acknowledged that the final decision in this regard must rest with the administration. Once planned, professional development days may be adjusted as the administration deems necessary in light of current circumstances.
   b. All educators who are new to the system or substitute teachers who are hired to fill a teaching vacancy will be required to attend a four (4) - day orientation program prior to the start of the work year in the year of initial employment. These four (4) days shall be in addition to the regular educator work year, and, as a condition of employment, shall not be compensated. A new educator who is hired after the start of the work year or after the orientation period must attend ongoing meetings and orientation of equivalent duration during the course of the school year.

Article III Salaries, Section P. Multilingual Stipend **New Language.** CTU holds pending Er response**:**

The following will become effective July 1, 2024: Employees who are deemed to be multilingual/multiliterate 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 2024-2025 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. In the first year of implementation returning staff will also be eligible for the fall administration. 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.

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, However, effective July 1, 2025, only those who have the certification and are receiving the stipend may be assigned to serve as interpreters at meetings or to translate documents.

Article V Working Conditions, Section M. Class Size and Caseload Caps (page 14). CTU holds pending Er response.

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

The School Committee and the Union recognize the importance of reasonable class sizes and caseloads to support ~~teachers~~ educators in being able to promote student achievement at high levels. When the

following upper limits are exceeded, the Union may request to meet with the Superintendent to discuss the issue and consider possible remedies. If no reasonable remedies are readily available, (e.g., moving students to different classes, hiring additional staff members, or following the criteria laid out in Article III, Section L, Preparation Period Compensation), educators with class sizes or caseloads exceeding the following upper limits will be compensated according to the below table. An employee is entitled to overload differentials for a given class size or caseload if the size guidelines are exceeded for thirty (30) school days over a ninety (90) school day period, or if the guidelines are exceeded for forty-five (45) days over the course of the school year.

The employer shall track and share with the Union written details regarding class size and caseload trends, overload differentials paid, and other relevant details. The parties will establish a joint committee to meet annually with three (3) members appointed by the CTU and three (3) members appointed by the Superintendent for the purposes of updating and discussing plans to continue movement towards more manageable and effective class sizes, caseloads, and workloads.

Prekindergarten	20	~~SEI~~	~~30~~
Kindergarten	~~25~~ 20	Foundational/Bridge	20
Grades 1 to 4	~~30~~ 25	SLIFE	10
Grades 5 to 12	27		

Multilingual education caseloads shall be determined by the following criteria:

1. Caseload educators who teach in Foundational Language settings at the ELC, elementary, and middle school levels shall have caseloads that consist only of students in their classes, not to exceed 20 students.
2. All caseload educators at the ELC, elementary, and middle school levels shall have caseloads not exceeding 50 students.
3. Caseload educator shall be defined as an educator who has the primary responsibility for providing a student with mandated multilingual services.

Special education caseloads shall be determined by the following criteria:

1. Caseload educator is the special education subject area teacher/teacher of record for at least 1 class of each student on their caseload, and holds the primary responsibility for providing special education services for a student. In an instance where a student receives services from multiple special education teachers, one teacher shall be designated as the primary caseload educator for the purposes of determining caseload size.
2. Caseload educators who teach in Functional Academics, Learning Center, Postgraduate, and Social Communications (substantially separate) settings shall have caseloads that consist only of students in their classes, said caseloads not to exceed 12 students.
3. All caseload educators of students in co-taught general education settings shall have caseloads not exceeding 15 students.

Related Service Provider and Student Support Team caseloads and / or student:provider ratios shall be determined by the following criteria:

1. For Speech Language Pathologists, the number of assigned students shall not exceed 45 at the ELC and elementary level and 50 at the middle and high school level.
2. For Occupational Therapists, the number of assigned students shall not exceed 50.
3. For Physical Therapists, the number of assigned students shall not exceed 50.
4. For School Psychologists, the ratio of school psychologists to students shall not exceed 1:500.
5. For School Social Workers, the ratio of school social workers to students shall not exceed 1:250.
6. For School Social Workers working with foundational EL students, the ratio of school social workers to students shall not exceed 1:50.
7. For School Counselors, the ratio of school counselors to students shall not exceed 1:250.

Overload Differentials

Classroom Instructors

Elementary Schools

Overage	SY24-25	SY25-26	SY26-27

1+ Students	$1,750	$2,000	$2,125
5+ Students	N/A	N/A	$2,625

Elementary School Specialists

Overage	SY24-25	SY25-26	SY26-27
1-3 Classes Over	$500	$600	$700
4+ Classes Over	$1,100	$1,200	$1,300

Secondary Schools - Paid per class over guidelines

Overage	SY24-25	SY25-26	SY26-27
1+ Students	$700	$800	$850
5+ Students	N/A	N/A	$1,050

Service Providers

Caseloads - Special Education Liaisons, Multilingual Educators, Speech Language Pathologists, Occupational Therapists, and Physical Therapists

Overage	SY24-25	SY25-26	SY26-27
1+ Students	$1,500	$1,750	$2,000
5+ Students	N/A	N/A	$3,000

Ratios - School Psychologists, Social Workers, and Counselors

Overage	SY24-25	SY25-26	SY26-27
1+ Students	$1,500	$1,750	$2,000
25+ Students	$2,000	$2,250	$3,000
50+ Students	$2,500	$2,750	$4,000

Article V Working Conditions, Section R. Duty-Free Lunch (page 16). CTU holds pending Er response: Educators will be given a ~~25-minute~~ 30-minute duty-free lunch period between 11 a.m. - 1:15 p.m. on each school day.

Article V Working Conditions, Section U. Parent-Educator Conferences (page 17). CTU holds pending Er response:

1. As professionals, educators are expected to initiate timely communication with parents to review student achievement or problems. Communication by educators with parents about the progress of their children as well as general meetings about school and curriculum are a significant component of education. All educators will be expected to attend three (3) parent-educator open houses each year which, at the discretion of the School Site Council, may include two (2) evening parent-educator conferences and one (1) open house. Each of these events will be for two (2) hours and will end no later than 7 p.m. Evening open houses will include provision of security officers and proper outside lighting. If the School Site Council determines that additional time is necessary for family conferences, schools may use a scheduled early release day or provide compensation at the hourly rate for one (1) additional conference night, not to exceed two (2) hours and ending no later than two (2) hours after contractual time.

Article V Working Conditions, Section Y. School Day (page 21). CTU provides the following proposal to delete the existing language and replace with the following:

Educators at the elementary level will work a contractual day of six hours and forty minutes. ELC educators will begin at 8:00 am and end at 2:40 pm. Educators at the Hooks and Kelly Elementary Schools will begin at 7:50 am and end at 2:30 pm. Educators at the Berkowitz and Sokolowski Elementary Schools will begin at 8:20 am and end at 3:00 pm.

Educators at the middle school level will work a contractual day of six hours and forty-five minutes. Middle school educators and educators will begin at 8:00 am and end at 2:45 pm.

Educators at the high school level will work a contractual day of six hours and fifty-five minutes. Chelsea High School and CVLA educators will begin at 7:45 am and end at 2:40 pm. Chelsea Opportunity Educators will begin at 9:00 am and end at 3:55 pm.

Article V Working Conditions, Section AA. Faculty Meetings (page 21). CTU provides the following counter:

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

Article VII, Leaves of Absence Section A. Sick Leave (page 24). CTU holds pending Er response:

Section A. Sick Leave

1. Every educator shall be credited with an annual leave of fifteen (15) days without loss of pay for absence caused by illness.

   Sick leave of up to 12 workweeks per year may be used for the care of an ill family member who resides in the same household as the educator.~~, provided that the Superintendent shall have the discretion to allow use of up to 15 days per year for the care of an immediate family member who does not reside in the same household as the educator~~. Sick leave may also be used for a member of the immediate family not residing in the same household with a serious health condition. Sick leave used under this paragraph cannot exceed twelve (12) workweeks. The rights granted under this section are not in derogation of the rights to which employees are entitled under the Family and Medical Leave Act of 1993. A part-time educator will receive sick leave and personal leave on a pro-rated basis. Educators who are not in active service at the beginning of the school year and who are on an approved unpaid leave, or who are on a paid leave through the sick leave bank will be credited with pro-rated sick days upon return to work from such leave.

   Sick Leave Bank Delete the existing language and replace with the following:
   There shall be established a Sick Leave Bank for the use of bargaining unit members who have completed three full continuous years of service, and who are suffering from extended serious personal illness or injury, or whose spouse, domestic partner, or child is suffering from the same, as follows:

   This bank will acquire its days by the voluntary donation of one sick day at the second payroll from any Employee who elects to join the bank upon enrollment. 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 [ ] ("Non-Participation Form") as set forth below.

   Unit members who have already completed three continuous years of service: Effective with the ratification of the Contract for the period beginning July 1, 2024, all current unit members who have completed three continuous years of service shall be provided with the Non-Participation

Form. If the unit member does not wish to join the Bank (and thus not to donate their own sick day in accordance with this section), the unit member must submit the Non-Participation Form to the Superintendent's office no later than twenty (20) school days following receipt. If the unit member does not submit the Non-Participation Form to the Superintendent's office within the twenty (20)-day time period, the member will be enrolled in the Sick Bank.

Unit members upon completing three continuous years of service: Upon meeting this requirement, each unit member shall be provided the Non-Participation Form. If the unit member does not wish to join the Bank (and thus not donate their personal sick day in accordance with this section), the unit member must submit the form to the Superintendent's office within twenty (20) school days following receipt of the form. If the unit member does not submit the Non-Participation Form within the twenty (20)-day period, the unit member shall have one sick day deducted from their sick leave entitlement and deposited into the Bank upon enrollment.

Decision to Cease Bank Membership: If the unit member elects to participate in the Bank in accordance with Paragraphs 1 and 2 above, but later wishes to cease participation, the unit member 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 three-member Board of Directors, one of whom is appointed by the Superintendent and two appointed by the CTU. A unit member 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 shall not exceed forty (40) days. Upon completion of the forty (40) day period, the grant may be extended by the Board. Any use of Sick Leave Bank for the member shall not exceed one year. Any use of Sick Leave Bank for the member's spouse, domestic partner, or child shall not exceed twelve workweeks. 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 of serious personal illness/injury.
b. Prior utilization of all accrued personal and sick leave.

Article VII Leaves of Absence, Section H. Parental Leave (page 29). CTU declines Er proposal and offers following counter:

H. ~~Maternity/~~Parental~~/Adoptive~~ Leave

1. Parental leaves will be granted to educators in accordance with the Massachusetts Parental Leave Act at MGL Chapter 149, Section 105D (MPLA) and the Family Medical Leave Act (FMLA).

2. Eliminate old language and replace with the following:
An educator who wishes to take leave under this section shall inform the Superintendent in writing on an approved form of the anticipated date of departure at least four (4) weeks in advance. (In the event of notification by an appropriate agency of an adoption date less than four (4) weeks in advance, the notice date will be adjusted accordingly.) When an educator is receiving a child through birth, surrogacy, adoption, or foster placement with intent to adopt, the educator will receive twelve workweeks of paid leave, the first six (6) weeks of which shall be paid by the district and shall not be deducted from the educator's personal accumulated sick, personal, or vacation time, the second six (6) weeks of which shall be paid by the district at 75% of the regular rate of pay, with the option to supplement with accumulated paid sick, personal, or vacation time. The educator may choose to extend this leave for up to a year after the child's birth or arrival through use of accumulated sick leave and/or unpaid leave. At the time of the notification, the educator will select one of the following two (2) options, to the extent eligible:

Option A - Continuous Leave: This leave will be taken consecutively within one year of the child's arrival.

Option B - Two Periods of 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 their remaining ten weeks two months later.

Leave under this section is not based upon medical incapacity, and days from the sick leave bank are not available for use under this section. Extended school vacations, including the breaks in December, February, April and over the summer do not count as workweeks, whereas weeks merely shortened by holidays, snow days and the like do count as workweeks.

[No change to the remaining paragraphs.]

Article VII, Section K. Detached Service Leave (page 30). CTU holds pending Er response:

1. Upon request of the President of the Union, the President shall be placed on Detached Service Leave for up to half of the contractual time. The Vice President of the Union shall be placed on Detached Service Leave for up to two hours per week. The purpose of detached service shall be to review the implementation of this agreement and to represent educators in all matters with the employer. Any such leave shall be scheduled by mutual agreement between the President or Vice President of the Union and the building principal. The President of the Union shall notify the Superintendent which officer(s) of the Union will be taking such leave by August 1st of each school year.

2. An educator on Detached Service Leave shall enjoy all the rights and benefits of the collective bargaining agreement. Upon return to full time service, the educator shall be returned to employment in the position held at the time the leave commenced.

3. The Union shall reimburse the city for pro rata salary and fringe benefits.

Article X Special Services, Section F. School Psychologists *New Language* CTU holds pending Er response:

The school psychologists will be allowed four (4) full school days to work remotely for the sole purpose of writing evaluation reports for their students, subject to the following:

1. The specific days to be used under this section must be approved in advance by the principal or supervisor.
2. Remote work days may not be scheduled immediately preceding or immediately following a scheduled vacation or holiday period.

ARTICLE XVIII DURATION OF AGREEMENT (Page 44). CTU is also interested in a three-year contract, subject to agreement on terms.

All proposals not incorporated above are deemed withdrawn.

Tentative Agreements

Article III Salaries, Section L. Preparation Period Compensation (page 4). CTU and Er accept.

Within the time a paraprofessional is assigned to work under the direction of a particular educator during the regular work day, the educator is expected to provide the paraprofessional with time the educator reasonably deems necessary for the paraprofessional to prepare for tasks necessary for their work with students (e.g., reviewing a student's behavior plan or preparing materials).

In addition, in the event an educator elects to engage in preparation work with an assigned paraprofessional onsite before or after the educator's regular onsite work day, the educator may submit a request to the principal for payment for that time at the hourly rate of pay, to a maximum of two (2) hours per week. Such request shall not be unreasonably denied. The time must be used in a minimum of fifteen (15) minute increments and submitted on a time sheet.

Article III Salaries, Section Q. Alumni Hiring Incentive **New Language.** CTU and Er accept.

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

Article IV Fringe Benefits, Section F. Extended Care (page 7). CTU and Er accept.

Provided that the Chelsea Public Schools offers a Pre-K extended day class for community members, ~~extended day class for employees~~, educators 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 ~~extended day~~ shall be set aside for the children of paraprofessionals, educators, clerks, and administrators~~, with the understanding that priority for such set aside seats will be given to educators and administrators~~. If the number of employee applicants exceeds the 10% set aside, the seats will be awarded by lottery.

Article V Working Conditions, Section X.4. Assignments Beyond Regular Teaching Assignments (page 21). CTU and Er accept.

4. Compensation for Overnight Trips. Educators in an official capacity supervising students on overnight trips that take place during the work week will be compensated seventy-five dollars ($75) per night. Educators supervising trips that take place over a weekend, vacation, or other non-working day will be compensated one hundred twenty-five dollars ($125) per day. For example, if an educator supervises a field trip taking place from Wednesday to Thursday, that educator would receive $75. If an educator supervises a field trip taking place from Friday to Saturday, that educator would receive $250, $125 for Friday night and $125 for Saturday.

Article VII Leaves of Absence, Section B.1. Funeral Leave (page 26). CTU and Er accept.

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

[No change to remaining paragraphs.]

Article VII Leaves of Absence, Section C.1. Personal and Religious Leave (page 26). CTU and Er accept.

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

Each educator shall receive two (2) days annually for the purpose of observing religious holidays. These days will not be deducted from accumulated sick or personal leave.

[No change to remaining paragraphs.]

Article VII Leaves of Absence, Section D. Commencement Leave (page 27). CTU and Er accept.

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.