

## MEMORANDUM OF AGREEMENT

### Chelsea Administrators' Association and Chelsea School Committee

The Chelsea Administrators' Association and the Chelsea School Committee hereby agree to a new one-year Collective Bargaining Agreement to be in effect from July 1, 2020 through June 30, 2021. Except for the amendments set forth below, the terms and provisions of the Collective Bargaining Agreement for the period of July 1, 2019 through June 30, 2020 will be carried forward into the new Collective Bargaining Agreement. Unless otherwise provided below, all amendments will take effect as of the date of ratification by both parties:

**ARTICLE II (TITLE AND COMPENSATION), SECTION A:** Effective July 1, 2020, all bargaining unit members shall receive a 1.5% salary increase. Effective with the fourteenth pay check, unit members will receive an additional 1% increase. The salary schedule shall be adjusted accordingly. The updated salary schedule is attached to the MOA as an Appendix for reference by both parties.

**ARTICLE III, LEAVES OF ABSENCE, SECTION G.** Revise Subsections 1 and 2 to read as follows:

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

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

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

**Option B** – Extended Leave for employees who have served as a supervisor within the District for the last three consecutive years or who otherwise have Professional Teacher Status: Unpaid extended leave through the end of the school year in which approved Statutory Leave concludes.

*[No changes to subsections 3 and 4]. Note that changes above apply only to applicable leaves that are in effect at ratification and to birth/adoption/placement that occurs after ratification.*

**ARTICLE III, LEAVES OF ABSENCE.** Add new Section L, to read as follows: “The Chelsea School Department and the CAA acknowledge that the Domestic Violence Act (DVA) provides up to fifteen days of unpaid leave in any twelve-month period for employees under the circumstances outlined by the statute. The parties agree to the following with respect to implementation: (1) the twelve-month period for Administrators will be calculated on a rolling calendar basis, and (2) under Article III, Section A.1.d,(2) the Superintendent will allow an Administrator to substitute his /her accrued paid sick leave for the unpaid leave provided by the statute.”

**ARTICLE VIII PROFESSIONAL DEVELOPMENT**, Section A (page 19). Add a new Subsection A.’: “Because the course payment program is intended to benefit Chelsea students, any administrator who has less than three years of employment in the District (in any capacity, not just as an administrator) shall be required to repay 50% of the tuition reimbursement money that he/she has received under this Article if he/she voluntarily leaves the District prior to the start of the fourth (4<sup>th</sup>) year of employment. The 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). The repayment is due at the time of resignation, provided that the Superintendent or designee will work with the administrator and CAA to design a repayment plan that is feasible and workable for the District and the administrator if (a) the amount owed exceeds twice the per diem rate of the administrator and (b) the administrator submits a written request to the Superintendent/designee for such a plan as soon as the administrator finalizes his/her decision to resign.”

**Other:** The parties agree to form a joint committee to meet during the term of this agreement to study and make recommendations with respect to adjustments to language and terms for a sick leave bank under ARTICLE VII, Section A.2.

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

**Administrative Team:** Administrative Team: Dr. Mary Bourque (Educational Consultant), Gerald McCue (Educational Consultant), Christine Lee (Director of Human Resources)

**CHELSEA ADMINISTRATORS**

**Article II, Section A: Title and Compensation**

**EFFECTIVE JULY 1, 2020:**

Title	Step 1	Step 2	Step 3
Director 220	\$122,019	\$125,069	\$128,197
Director 215	\$119,246	\$122,228	\$125,282
Director 205	\$113,700	\$116,543	\$119,456
AP CHS 220	\$122,019	\$125,069	\$128,197
AP 205	\$109,736	\$112,479	\$115,290
Coordinator 205	\$103,327	\$105,394	\$108,558
Coordinator 215	\$108,366	\$110,535	\$113,853
Coordinator 220	\$110,887	\$113,104	\$116,501

**EFFECTIVE January 8th (on the 14<sup>TH</sup> paycheck)**

Title	Step 1	Step 2	Step 3
Director 220	\$123,239	\$126,320	\$129,478
Director 215	\$120,439	\$123,451	\$126,535
Director 205	\$114,837	\$117,709	\$120,651
AP CHS 220	\$123,239	\$126,320	\$129,478
AP 205	\$110,833	\$113,604	\$116,443
Coordinator 205	\$104,360	\$106,447	\$109,644
Coordinator 215	\$109,450	\$111,640	\$114,991
Coordinator 220	\$111,996	\$114,236	\$117,666

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**FOR THE COMMITTEE**

**FOR THE ASSOCIATION**

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Date

\_\_\_\_\_  
Date