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# **A G R E E M E N T**

between the

**WORCESTER SCHOOL COMMITTEE**

and the

**EDUCATIONAL ASSOCIATION OF WORCESTER**

January 1, 2004 – August 31, 2005



AGREEMENT .....	1
PREAMBLE .....	1
SAVINGS .....	2
ARTICLE I .....	2
RECOGNITION .....	2
ARTICLE II .....	2
GRIEVANCE PROCEDURE.....	2
ARTICLE III.....	5
DEFINITION OF DEGREES AND ADVANCED GRADUATE STUDY .....	5
ARTICLE IV .....	6
SICK LEAVE .....	6
ARTICLE V .....	9
LEAVES OF ABSENCE WITH PAY .....	9
ARTICLE VI .....	12
LEAVES OF ABSENCE WITHOUT PAY .....	12
ARTICLE VII .....	13
MATERNITY LEAVE.....	13
ARTICLE VIII.....	15
PAID LEAVES FOR STUDY OR RESEARCH .....	15
ARTICLE IX .....	16
TEACHER ASSIGNMENT .....	16
ARTICLE X.....	16
TRANSFERS.....	16
ARTICLE XI .....	17
REDUCTION IN FORCE .....	17
ARTICLE XII .....	23
PROMOTIONS.....	23
ARTICLE XIII.....	23
SUPERVISION AND EVALUATION .....	23
ARTICLE XIV.....	24
DISCIPLINE.....	24
ARTICLE XV .....	25
INFORMATION TO TEACHERS AND THE ASSOCIATION .....	25
ARTICLE XVI.....	25
SERVICE TO TEACHERS.....	25
ARTICLE XVII .....	25
SCHOOL COMMITTEE MEETINGS .....	25
ARTICLE XVIII.....	26
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT .....	26
ARTICLE XIX.....	27
TEACHER FACILITIES.....	27
ARTICLE XX.....	28
TEACHER PROTECTION .....	28
ARTICLE XXI.....	28

SUBSTITUTE TEACHERS.....	28
ARTICLE XXII.....	30
USE OF SCHOOL FACILITIES.....	30
ARTICLE XXIII.....	31
AGENCY SERVICE FEE AND PAYROLL DEDUCTION.....	31
ARTICLE XXIV .....	31
GENERAL.....	31
ARTICLE XXV .....	33
DISMISSAL .....	33
ARTICLE XXVI.....	34
FACULTY MEETINGS.....	34
ARTICLE XXVII .....	35
WORK YEAR, HOURS AND WORK LOAD.....	35
ARTICLE XXVIII.....	41
TERMINATION OF CONTRACTS OF INSTRUCTIONAL PERSONNEL.....	41
ARTICLE XXIX.....	42
HEALTH INSURANCE.....	42
ARTICLE XXX.....	45
MISCELLANEOUS SALARY PROVISIONS.....	45
ARTICLE XXXI.....	46
NON-MEDICAL PROCEDURES .....	46
ARTICLE XXXII .....	46
HEALTHY BUILDING LANGUAGE .....	46
ARTICLE XXXIII.....	47
WAIVER.....	47
ARTICLE XXXIV .....	47
DURATION.....	47
APPENDIX A.....	48
TEACHER SALARY SCHEDULE .....	48
TEACHERS (except Vocational School Trade Teachers & Vocational School Department Heads) .....	48
VOCATIONAL SCHOOL TRADE TEACHERS .....	50
VOCATIONAL SCHOOL DEPARTMENT HEADS .....	53
APPENDIX A-1.....	55
ELEMENTARY NON-TEACHING ASSISTANT PRINCIPALS.....	55
APPENDIX B .....	57
ADMINISTRATIVE POSITIONS--GROUP I .....	57
ADMINISTRATIVE POSITIONS - GROUP II .....	59
ADMINISTRATIVE POSITIONS--GROUP III.....	61
ADMINISTRATIVE POSITIONS - GROUP IV .....	63
ALTERNATIVE AND COMP SKILLS CENTER -GROUP IV .....	65
ADMINISTRATIVE POSITIONS--GROUP IV.A.....	67
ADMINISTRATIVE POSITIONS--GROUP V .....	69
ADMINISTRATIVE POSITIONS--GROUP VI .....	71
ADMINISTRATIVE POSITIONS--GROUP VII .....	73

APPENDIX C .....	75
EXTRA - PAID POSITIONS .....	75
APPENDIX D .....	79
ATHLETICS- COACHES SALARY SCHEDULE .....	79
APPENDIX E .....	82
SUPERVISORS OF ATTENDANCE .....	82
APPENDIX F .....	88
APPENDIX G .....	90
VOCATIONAL HIGH SCHOOL .....	90
SIDE LETTERS .....	109
SIDE LETTER .....	110
BLOCK SCHEDULE .....	110
Side Letter .....	111
MENTOR TEACHER RESPONSIBILITIES .....	111
Side Letter .....	112
JROTC .....	112
SETTLEMENT AGREEMENT .....	112
Side Letter .....	113
AGREEMENT .....	113
CORI CHECKS .....	113
Side Letter .....	115
AFTERSCHOOL STIPEND AGREEMENT .....	115
Side Letter .....	116
AFTERSCHOOL STIPEND MODIFICATION AGREEMENT .....	116
Side Letter .....	
SMALL LEARNING COMMUNITIES .....	118
ATTACHMENT "A" .....	120
Initial Step Placement .....	120
ATTACHMENT "B" .....	121
Flexible Scheduling - Delete Paragraph 1 of Article XXVI - Section 1 .....	121
ATTACHMENT "C" .....	122
Use of Preparation Periods for Coverage .....	122
ATTACHMENT "D" .....	123
Secondary School Reopener .....	123
Side Letter .....	117
Small Learning Communities .....	117
ATTACHMENT "E" .....	124
Positions Ineligible for Bidding .....	124
ATTACHMENT "F" .....	125
Flex Time .....	125
REFERRAL OF ISSUES TO STUDY COMMITTEES .....	126

**AGREEMENT**

This Agreement is made and entered into this 5th day of April, 2004, in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts, by and between the WORCESTER SCHOOL COMMITTEE (hereinafter called the "Committee") and the EDUCATIONAL ASSOCIATION OF WORCESTER (hereinafter referred to as the "Association").

**PREAMBLE**

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Worcester, and that good morale within the teaching staff of Worcester is essential to achievement of that purpose, we, the undersigned parties to this Contract, declare that:

- A. Under the Laws of Massachusetts, the Committee elected by the citizens of Worcester, has final responsibility for establishing the educational policies of the public schools of Worcester, for management of said schools and for directing their operation - a responsibility which, in the Committee's judgment, includes the duty to maintain public elementary and secondary schools and such other educational activities as it finds will best serve the interests of the City of Worcester; to give the children of Worcester as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operations of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to transfer teachers; to designate the schools which shall be attended by the various children within the city; to make such provisions as will enable each child of school age, residing in the city, to attend school for the period required by law and to provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve the plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend monies appropriated by the City for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable.
  
- B. The Superintendent of Schools of Worcester (hereinafter referred to as "Superintendent") has the responsibility for carrying out the policies so established, to employ, assign teachers, to suspend or dismiss the teachers of the schools in the manner provided by statute or ordinance.
  
- C. The Administrators and the teaching staff of the public schools of Worcester have the responsibility for providing in the classrooms of the schools education of the highest possible quality.

- D. Fulfillment of these respective responsibilities and formulation and application of policies relating to wages, hours, and other conditions of employment for the administrative and teaching staffs can be facilitated and supported by consultations and free exchange of views and information among the Committee, the Superintendent, and the Association.
- E. To fulfill these declarations, therefore, the following principles and procedures are hereby adopted.

**SAVINGS**

If any provisions of this Agreement or an application of the Agreement to an employee or group of employees shall be found invalid by a court of competent jurisdiction, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force. If a provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, the parties will meet within twenty (20) days after such holding becomes final for the purpose of renegotiating the invalidated provision.

VOCATIONAL SCHOOL: See Vocational Appendix

**ARTICLE I**  
**RECOGNITION**

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional instructional employees excluding from both units all Superintendents and Executive Assistants, Personnel Manager, and Business Manager.

Unit A: All classroom teachers, guidance personnel, librarians, and department heads in the Elementary, Junior High and Senior High Schools and Vocational High School and Assistants to the Principal in the Elementary Schools.

Unit B: All full-time Administrators including all Assistant Principals (regularly elected full time non-teaching Assistant Principals).

This Contract and Recognition Article will not be applicable to any administrators found to be excluded from coverage under the Act as managerial or confidential employees.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

- A. A "grievance" shall be a dispute involving a specific violation of an express provision of this contract.

- B. Grievances, if informal discussion does not resolve the difference, shall be handled in the following manner:

- 1. An aggrieved party must institute proceedings hereunder within ten (10) working days of the event or events giving rise to the grievance or within ten (10) working days from the date the aggrieved party had knowledge or reasonably should have had knowledge of the event or events giving rise to the grievance.

- 2. A teacher or administrator with a grievance shall present it in person to his/her immediate superior or principal, whoever is appropriate. The immediate superior or principal shall make a determination, which shall be final unless the aggrieved party elects to appeal said decision to the next level as hereinafter set forth:

- (a) In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at the level of the immediate superior or principal, or in the event that no decision has been reached within five (5) working days after presentation of the grievance, the aggrieved party may reduce the grievance to writing and submit it within ten (10) working days to the immediate superior and/or principal for written endorsement and comment. The grievance shall be answered in writing: Two (2) copies of the endorsement and comment must be given to the employee - one of which he/she will submit to the appropriate Supervisor.

- (b) The appropriate Supervisor and/or Personnel Manager within five (5) working days thereafter, shall meet with the aggrieved person and Chairperson of the Association's Grievance Committee and attempt to settle the grievance. The grievance shall be answered in writing. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at the level of the appropriate Supervisor, or, in the event that no written answer has been received within five (5) working days after the meeting, the aggrieved party may forward the grievance with a copy of the answer, if any, to the appropriate Assistant Superintendent within ten (10) working days.

- (c) The appropriate Assistant Superintendent or his designee, shall meet within five (5) working days thereafter with the aggrieved person and the Chairperson of the Association's Grievance Committee and attempt to settle the grievance. The grievance shall be answered in writing. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at the level of the Assistant Superintendent, or, in the event that no written answer has been received within five (5) working days after the meeting on the grievance, the aggrieved employee may forward the grievance with a copy of the answer, if any, to the Superintendent within ten (10) working days.

- (d) The Superintendent or his designee, shall meet within ten (10) working days thereafter with the aggrieved person and the Chairperson of the Association's Grievance Committee and attempt to settle the grievance. The grievance shall be answered in writing. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at the level of the Superintendent, or, in the event that no written answer has been received within ten (10) working days after the meeting on the grievance, the aggrieved employee may then forward the grievance with a copy of the answer, if any, to the School Committee within ten (10) working days. The School Committee will hold a hearing on said grievance within fifteen (15) working days. Said hearing to be open only at the mutual consent of both parties. The School Committee shall render its decision within fifteen (15) working days of said hearing. Issues involving hiring, assignments, promotions and disciplinary matters will bypass the School Committee level and go directly to arbitration.
- (e) In the event that the employee alleging a grievance is not satisfied with the decision of the School Committee, the Association, within ten (10) working days, may file a request with the Committee for arbitration for final disposition of the matter. The arbitrator shall be selected by agreement between the parties. If the parties cannot agree on an arbitrator within fifteen (15) days of filing, the request will be submitted to the AAA. Any arbitration shall be conducted in accordance with the AAA Voluntary Labor Arbitration Rules and shall be final and binding on both parties to the Agreement. The School Committee reserves the right to insist upon a court determination of the jurisdiction of the arbitrator.
- (f) The function of the arbitrator shall be to determine whether a specific violation of an express provision of the contract has occurred. The arbitrator shall be without authority to make any decision which violates or which would alter, add to, detract from, or modify the terms of the Agreement.
- (g) Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses, if any, of the arbitrator and the AAA shall be shared equally by the Association and the Committee.
- (h) Monetary awards as a result of a continuing violation will not be retroactive beyond sixty (60) days of the date of the specific violation used as the basis for the grievance brought to arbitration.
3. Failure at any level of this procedure of the employee and/or the Association to appeal the grievance to the next level within ten (10) working days of receipt of

the answer at the previous level shall be deemed to be acceptance of the decision rendered at that level.

4. A grievance that affects a group or class of teachers or administrators, or is of a general nature, may be commenced by the Association by submitting it in writing to the Superintendent or his designee.
5. General Provisions:
- (a) The grievant shall have the right to use in his/her presentation of any level of this grievance procedure representation of his/her choosing but not normally to exceed one representative.
- (b) Documents in a personnel file which are the basis for a grievance shall only be removed from said file in the event that a contention by a grievant that such documents shall not be placed therein shall be agreed to by the School Committee or its designee, or by an arbitrator's award substantiating the contention of the grievant.

**ARTICLE III**  
**DEFINITION OF DEGREES AND ADVANCED GRADUATE STUDY**

- A. Salary Schedule - See Appendix "A".
- B. Definition of Degrees and Advanced Graduate Study:
1. Bachelor's Degree is defined as a baccalaureate degree earned at a college or university accredited by one of the six Regional Accrediting Agencies, or other institutes mutually agreed upon by the Association and the Committee.
2. Master's Degree is defined as a graduate degree earned at a college or university accredited by one of the six Regional Accrediting Agencies, or those institutes recommended by the Superintendent and mutually agreed upon by the Association and the Committee.
3. CAGS is defined as a certificate received for 30 hours of graduate study beyond the Master's Degree in a concentrated area of specialization as put forth by a college or university accredited by one of the six Regional Accrediting Agencies, or those institutes mutually agreed upon by the Association and the Committee.
4. Doctorate Degree is defined as a graduate degree at a college or university accredited by one of the six Regional Accrediting Agencies, or those institutes mutually agreed upon by the Association and the Committee.

- C. Advanced Credit is defined as advanced credits earned at a college or university accredited by one of the six Regional Accrediting Agencies, or those other institutes mutually agreed upon by the Association and the Committee.

Courses taken for advanced credits must be approved by the Administration.

VOCATIONAL SCHOOL: See Vocational Appendix and Vocational Salary Schedule

**ARTICLE IV**  
**SICK LEAVE**

- A. All employees covered by this Contract during their first year of service and each year thereafter shall be granted sick leave not to exceed fifteen (15) days per year. Any such earned sick leave not used may accumulate not to exceed two hundred (200) days. If a teacher has accumulated 200 sick days, his/her sick bank donation and sick days will be taken from the fifteen (15) days allotted at the beginning of the school year. Each employee shall be notified of his/her sick leave.
- B. Rules of the School Committee, Section 3.14 (Sick Leave for Instructional Personnel), Subsections 2 through 13 are incorporated as follows:
2. Long-term Substitutes shall receive one and one quarter days sick leave for each twenty (20) days continuous service.
  3. Holidays, part days, and days not included in a normal work week shall not be deductible from sick leave credit.
  4. Permanent part-time employees shall be allowed earned sick leave credit and accruals to the extent and amount their part-time service bears to the full-time service.
  5. Absences due to quarantine periods shall be paid in full, and not apply against absence for sick leave.
  6. The School Committee shall delegate the Superintendent to enforce and administer the rules of this section and may make rules and regulations not inconsistent with said section for their enforcement and administration.
  7.
    - (a) A doctor's certificate shall be required for personal illness of six (6) or more consecutive school days. It must be presented to the Superintendent before the employee returns to duty.
    - (b) At any time the Superintendent may request an employee, who, on the basis of evidence has established a pattern of absences that appears to

indicate misuse of the sick leave, to verify by a doctor's certificate the listing of an absence as a charge against sick leave.

8. Teachers or other employees may be granted leaves of absence on account of ill health at any time without change of status in reference to assignment. Such approval shall not be unreasonably withheld.
9. Successive leaves of absence for illness may be granted up to a maximum of two (2) years, or the equivalent thereof, and approval shall not be unreasonably withheld. Absence for illness preceding a request for leave shall be regarded as an involuntary leave and shall be added to the request period. At the end of two school years, or the equivalent thereof, an employee on leave for illness must present to the Superintendent certificates of good health and fitness for duties from three medical authorities, the employee's private physician, a physician selected by the Superintendent, and a third physician or medical specialist selected by these two. If in the judgment of two of these medical authorities, the employee is not competent to assume his or her duties, the Superintendent shall submit the report to the School Committee for consideration.
10. At any time, by vote of the School Committee, in Executive Session, the Superintendent may be authorized to require any employee to be examined (at employer expense) by a medical authority of the Committee's choosing, if in the judgment of the Committee and the Superintendent, that employee appears to be physically or mentally incompetent to perform his or her duties. The employee shall select a physician or other medical authority. These two authorities shall then select a third medical authority who shall be a recognized specialist in the area in which the employee is alleged to be deficient. The findings of the medical panel shall be submitted by the Superintendent to the School Committee for consideration in Executive Session.  

The employee, in order to be entitled to pay and fringe benefits during the examination period must cooperate with the three (3) doctors involved and appear for a medical examination at the time and place designated.

The examination and findings of the medical panel, unless otherwise mutually extended by both parties, shall be completed within thirty (30) working days of the original vote of the Committee requesting the examination.

If, during the examination period, the employee is required to temporarily cease his or her employment, all wages and fringe benefits will be continued until such time as the employee is terminated or returned to his or her duty assignment.
11. Absence Compensated Under G.L. Chapter 152: Persons allowed sick leave by this Section of the Rules shall not receive sick leave payment for any injury, accident or illness for which compensation is payable under the provisions of G.L.

Chapter 152 except that such person having accrued sick leave credit may request such portion of sick leave payment as when added to the amount of compensation payable under said Chapter 152 will result in the full payment of his/her salary or wages.

12. No pay shall be allowed to any employee of the School Department by virtue of these rules if he or she shall refuse to be examined by the City Physician, at the request of the School Committee, unless he or she files with the Clerk a statement in writing signed by a reputable physician, certifying to his or her disability.
  13. Sick leave allowance shall not be granted to employees while they are out of the State of Massachusetts. The Superintendent may bring any recommended exceptions to the attention of the School Committee.
  14. Teachers may use up to a maximum of five (5) sick days per year to attend to the illness of a spouse, child or parent.
- C. The School Committee agrees to include the Provisions of the Sick Leave Bank Report in the School Committee Policies for the duration of the Agreement.
- D. Information of the accumulated sick leave for each teacher and administrator shall be sent to each teacher or administrator upon request. All teachers and administrators shall be informed in writing of their total number of sick days available at the close of the prior school year, at the time of their first pay check in the current year.
- E. Members of the bargaining unit serving in a Worcester Public School System for a minimum of 20 years, inclusive of approved Leaves of Absence, shall upon termination, except for dismissal for just cause, receive compensation for unused accumulated sick leave at the rate of ten dollars (\$10.00) per day for the first 165 days, and twenty-five dollars (\$25.00) per day for any days accumulated beyond 165 days so long as the average annual sick leave absences do not exceed the average of the average teacher over a seven (7) year period. The maximum entitlement under this section is two thousand five hundred and twenty-five dollars (\$2,525.00) which shall be included in the employee's final paycheck and recorded as part of the annual salary for their final year's service. In the event of any employee's death while in the service of the Worcester Public Schools, the compensation as outlined above will be paid to the estate of the deceased employee provided the employee would have otherwise qualified for this benefit.
1. The Committee may withhold the entire payment of sick leave buyback to any employee whose most recent seven year average of sick leave usage exceeds the most recent seven year average of all Worcester Public Schools teachers; and

2. The Committee is not required to utilize progressive discipline or any other provisions of this contract as a pre-requisite to withholding an employee's sick leave buyback payment; and
3. The Administration will exempt any absences due to long term and/or chronic illness.

- F. When a teacher is disabled to teach in a regular classroom, the Superintendent or his/her designee, after consultation with the teacher, shall have the right to assign the teacher to a task for which the teacher is physically able to perform. During this light duty assignment the teacher will not be formally evaluated. If the teacher's doctor reports that the teacher is unable to perform the assignment, the teacher will be examined by the School Committee's doctor. If there is a disagreement between the two doctors, then those two doctors will select a third doctor to examine the teacher, whose decision will be final.

VOCATIONAL SCHOOL: See Vocational Appendix.

#### ARTICLE V LEAVES OF ABSENCE WITH PAY

- A. Leaves of Absence with pay shall be granted to all elected professional personnel as set forth below:
1. To receive a degree at a college - one day.
  2. To serve as official delegate to Conventions of Veterans, Civil, Professional, Educational or Benevolent Organizations subject to the express approval of the Superintendent or his designee - up to three days.
  3. Absences for legal cause for attendance in court for the purpose of giving testimony in cases in which the employee is or is not a principal party, the employee shall be paid a day's pay when the decision with respect to the time and place of the court hearing is beyond the control of the employee, but in no instance will absence for legal cause with pay be permitted when the legal matter relates exclusively to the discharge of duties connected with a summer or part-time job or position.
  4. The School Committee shall grant leave of absence with pay to observe religious holy days where the tenets of one's recognized religion, as referenced by the NCCJ obligate abstention from work or where the required religious observation of the day necessarily conflicts with the school day. Such day shall not exceed two (2) days for any one individual in any given year.

5. When the death of wife, husband, father, mother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, child, step-child or relative living in the same household, or someone who has acted in loco parentis occurs in the family of a teacher or administrator, such teacher or administrator, is entitled to a leave of absence of up to five consecutive days or Memorial Week for people of the Jewish faith, without loss of salary, such leave to take effect from the date of death.

If the death occurs on a school day and the teacher or administrator has worked all or part of said day the five days will commence the following day. Such five consecutive days include holidays, Saturdays, and vacation periods. Sundays are specifically excluded and shall not be counted.

In the event that the funeral services are not held immediately after the death, then the bereavement leave may be delayed to better coincide with the funeral services. Such delay may be requested by the employee and approved by the Human Resources Manager, which approval will not be unreasonably withheld.

6. Funerals:

- (a) Grandmother, grandfather, grandchild, cousin, niece, nephew, uncle, aunt, brother-in-law, sister-in-law - one day.
- (b) In the case of the funeral of an employee, present or past, a delegation of a limited number of teachers may attend the funeral services at the discretion of the Principal and Superintendent.
- (c) In the case of the death of a friend, necessary time may be granted by the Principal to attend funeral services.

7. (a) Three days personal leave without loss of pay for personal reasons without the requirement to submit any reason shall be granted. Personal reasons shall include but not be limited to the following:

- 1. Emergency, serious illness or injury in the family
- 2. Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends requiring a full day's attendance.

- (b) In the event of the personal day being immediately prior to and/or following a holiday or vacation period, a request with reason will be offered to the principal or supervisor. Personal reasons shall be limited to the following:

- 1. Emergency, serious illness or injury to the employee or in the family of the employee.
- 2. Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends requiring a full day's attendance.

The principal or supervisor shall not unreasonably withhold the personal day as outlined in paragraph 7b.

Abuse of the provisions of these paragraphs shall be cause for disciplinary actions.

8. A teacher or administrator in the Federal or State Reserve Service called to duty on a non-voluntary basis within the school year shall receive his or her regular salary for the period of his/her absence within the statutory limitation. When one's reserve duty could have been served during a vacation period, but instead was served during a school period, that teacher shall only receive the difference between the teacher's pay and the reserve pay.

9. In any school year, the number of leave days taken under Article V, Sections A(1), (2), (3), (6a) and/or (7) will not exceed a total of six (6) days.

B. Grants:

Persons receiving summer grants by any Federal, State Municipal or private agency may be granted a leave with pay for up to five days for attendance at such programs when such programs commence in June or extend into September when attendance is required. The Superintendent at his discretion may extend such a leave by up to five days. Any teacher or administrator allowed such paid leave shall submit a written report upon completion of leave to the Superintendent. Such a report shall be made to the Superintendent describing the activities involved in the study, the benefit derived by the recipient, and projected benefits to the Worcester Public Schools.

C. Jury Duty:

Teachers and administrators required to perform jury duty shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay, exclusive of mileage reimbursement, and the teacher's or administrator's regular salary, including all or any part of compensation for stipendiary positions held at the time of such jury duty.

VOCATIONAL SCHOOL: See Vocational Appendix.

**ARTICLE VI**  
**LEAVES OF ABSENCE WITHOUT PAY**

- A. Military leave without pay shall be granted to any teacher or administrator who is recalled, inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which he/she would have attained had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years. Non-tenure teachers, however, must pass all tenure requirements prior to election to tenure and receipt of the tenure increments.
- B. Any teacher with professional teacher status or any administrator covered by this Contract, upon his/her written request, may be granted an unpaid leave by the School Committee to accept an appointment by the EAW, MTA, NEA - such leave not to extend for more than one (1) year.
- C. Upon the recommendation of the Superintendent and approval of the School Committee teachers and administrators may be granted leaves of absence for study and travel. Leave of absence for study or travel shall take effect at the beginning of the semester and close at the end of the semester. Leave of absence for study or travel shall be limited to two semesters.

Instructional personnel in the Worcester Public School System who have been granted a leave for study (travel is expressly excluded) shall be allowed to advance to that increment step which they would have achieved had they spent the year teaching in Worcester.

The implementation of this rule shall be in accordance with the following procedure:

Application for leave shall be filed in the office of the Personnel Manager at the earliest possible date. The application is to include reference to the program of study to be followed, the sponsoring agency, and the advantage which will accrue to the Worcester Public School System upon return to service. As goals, November 1 and April 1 should be viewed as application dates. Federal Programs such as United States Office of Education Exchange Programs, National Science Foundation Programs, National Defense Education Act Programs, Fulbright Fellowships, and other federal government awards or programs, as well as scholarships or grants from fully accredited universities or colleges and even admission to such institutions are frequently not announced with sufficient time to permit substitute arrangements. Every effort will be made administratively to permit teachers desirous of such leaves to take advantage of them, but the Superintendent reserves the right to deny recommendation for approval when application is received without sufficient time to arrange adequate substitution.

- D. A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's or administrator's family where said teacher's or administrator's personal attention is required.
- E. In the interest of good education, such extended leaves shall begin and end with the school year or semester thereof.
- F. The Committee may grant a leave of absence without pay to any teacher or administrator to serve in any elected public office - not to exceed one term. Upon return from such leave a teacher or administrator will be placed on his/her former rank and receive the salary exclusive of unearned increments.
- G. Other leaves of absence without pay may be granted by the Superintendent upon request. Leaves limited to one term upon request, may be extended at the discretion of the Superintendent.
- H. With regard to all leaves in this Article, an attempt shall be made to return the person returning from leave to his/her specific job, but in the event that this is not possible, he/she shall be assigned the most comparable position available.
- I. Upon recommendation of the Superintendent, the School Committee may grant a leave to any teacher or administrator for the purposes of exploring an alternative career. Employees going on such leave shall return to school at the beginning of the academic year following the commencement of the leave if such leave begins prior to February 1. Employees beginning an alternative career leave on February 1 or later may return at the beginning of the next academic year or at the beginning of the second academic year following the commencement of the leave. There will be no extensions of alternative career leaves. Leave may not be taken under this provision for the purpose of taking another teaching or school administrative position.

**ARTICLE VII**  
**MATERNITY LEAVE**

- A. A member of the bargaining unit who becomes pregnant shall notify the Personnel Manager in writing as soon as her pregnancy has been established. When notifying the Personnel Manager the member shall, where possible, notify the Administration of any request for leave on account of pregnancy and the dates of such leave.
- B. A member of the bargaining unit may continue at her assigned position. However, continued employment shall depend on the physical condition and ability of the teacher to perform her usually assigned duties without danger to herself or students.
- C. The Committee may require the member to submit adequate medical evidence (including the results of a medical examination by a physician of her choice) of the member's ability

to continue employment and perform her usually assigned duties without possibility of danger or harm.

- D. The parties agree that the following criteria will be used in establishing flexible guidelines for leave on account of pregnancy:
1. Under ordinary circumstances, the member will request and be granted a leave of absence commencing prior to the anticipated date of delivery.
  2. Such leave will ordinarily end no later than the September 1st following the child's birth if the child is born before the preceding January 1st. In the event of the birth on or after January 1st such leave will ordinarily end no later than the first day of the second school semester of the following school year.
- E. Leaves of Absence because of the member's pregnancy which shall be granted by the Committee on submission of adequate medical evidence, shall be without pay or increment, unless a finding by a Court of competent Jurisdiction shall rule otherwise.
- F. The member of the bargaining unit shall notify the Superintendent or his designee in no less than thirty (30) days prior to the date she desires to return to work.
- G. When a member of the bargaining unit returns from Maternity Leave, the school administration will attempt to assign the member to the same subject or grade level which she held at the time the leave commenced. If the same position is not available (that is if it is filled by a permanent professional teacher status or non-professional teacher status teacher), the teacher will be assigned to the most nearly equivalent position which is available at the time of her return and for which she is qualified. A teacher without professional status out on Maternity Leave shall not earn professional teacher status while on said leave.
- H. Nothing herein shall be construed as requiring a pregnant teacher to leave her employment (by voluntary termination or leave of absence) for any reason other than her continued ability to perform her usually assigned duties. Upon termination of the member's pregnancy, her return to work will be governed by the above standards.
- I. The parties agree that the criteria set out in Section D herein are guidelines only and situations involving pregnancy will be treated individually on a case by case basis with reference to a member's health and continued ability to work. These provisions shall be liberally interpreted so as to permit total compliance with Federal and State (Massachusetts) laws and regulations governing leave on account of pregnancy.
- J. Adoption Leave. See Side Letter Re: Adoption Leave

## ARTICLE VIII PAID LEAVES FOR STUDY OR RESEARCH

Paid Leave for Study or Research shall be granted upon the following conditions and terms:

1. A teacher or administrator shall propose an area of study to the Superintendent for his consideration prior to October 15 of each year.
2. The Superintendent shall designate, by November 15th, an area or areas of study or research which, in his opinion, required special training of personnel for the purpose of upgrading the Worcester Public School System.
3. Notwithstanding the above, any teacher or administrator may submit an application to the Superintendent for paid leave for study or research by February 15th.
4. The Superintendent shall recommend such application(s) as he approves to the School Committee for their approval or disapproval.
5. Any teacher or administrator so applying shall have completed at least seven (7) consecutive full years of service in the Worcester Public School System and must agree to return to employment in the Worcester Public School System for a period of three times the length of the leave if the leave is for one year, and at least to the second June following termination of the leave, if the leave is for half a year.  
  
While on such approved leave, the individual will receive full salary if the length of the leave is for a half year period. If the period of approved leave is to cover a full school year, the individual will receive one-half the salary he/she would have received had he/she remained on active service in the Worcester Public School System. Individuals on full-year leave may elect to receive said half pay in thirteen or in twenty-six equal payments.
6. Any teacher or administrator allowed such paid leave shall submit a written report upon completion of leave to the Superintendent. Such a report shall be made to the Superintendent describing the activities involved in the study, the benefit derived by the recipient, and projected benefits to the Worcester Public School System.

**ARTICLE IX**  
**TEACHER ASSIGNMENT**

- A. Any teacher or administrator whose assignment for the ensuing school year involves a change of building or class shall be given written notice of such change as soon as practicable, and if possible, by June 1.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificate of their major and minor fields of study.
- C. It is recognized that the Superintendent in the best interest of the educational needs of the system shall have the power to assign teachers to grades and subject. However, to the extent possible, changes in grade assignments within the elementary schools and subject assignments in the secondary schools will be voluntary.
- D. Teachers assigned to more than one school within one day will receive a mileage allowance for all driving between schools done by them. Said allowance per mile shall be that as currently in effect by the City Manager's regulations.

VOCATIONAL SCHOOL: See Vocational Appendix.

**ARTICLE X**  
**TRANSFERS**

Although the Committee and the Association recognize that some transfers of teachers and administrators, from one school to another is unavoidable, they recognize that the frequent transfer of teachers and administrators disrupts the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

- A. When a reduction in the number of teachers in a school is necessary, volunteers will be transferred first, provided it is in the best interest of the school system.  
  
When there are no volunteers, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Worcester School System will be considered in determining which teacher is to be transferred.
- B. When a vacancy occurs in a professional position, the Committee shall give due weight to the following criteria in determining transfers to fill said vacancies: Educational Preparation - Quality of performance within the Educational Profession - Length of service as a professional educator within the Worcester Public Schools.
  - 1. Upon request, a teacher or administrator is to be notified in writing as to the reasons why he or she is not to be recommended for said transfer.

- 2. Voluntary transfers to a similar position must be for a duration of not less than two (2) years. This shall not preclude a teacher or administrator from applying for a transfer to a position in a different or higher pay category.
- C. The current practice of notifying all personnel of existing known vacancies will continue and such known vacancies shall be advertised not later than March 15. A second list of vacancies will be advertised not later than April 15. A third list of vacancies will be advertised no later than June 1. Return dates will be set early enough to permit adequate processing. Vacancies which occur after the March or April or June Bid List will appear on the following Bid List.
- D. Time off for the purpose of visiting schools at which such vacancy exists will be given provided that arrangements are made on days in which incidence of absentees is not great and provided that arrangements are made with principals of both schools prior to such visitation. A teacher shall consult with the principal of the school where the vacancy exists. The principal of such school shall have an opportunity to observe said teacher before the transfer is made. The period of observance shall not exceed a full period or one hour, whichever is the greater.
- E. Length of service for administrators to be based on the date such administrator is appointed by the School Committee to an administrative title. When more than one appointment is made on the same date to that title (ex. Principal), the order of standing will refer to their previous rank according to the promotional system.
- F.
  - 1. No administrator will be involuntarily transferred without 30 days' written notice.
  - 2. Reasons for the transfer will be specified in writing before the transfer occurs.

VOCATIONAL SCHOOL: See Vocational Appendix.

**ARTICLE XI**  
**REDUCTION IN FORCE**

SECTION A: TEACHERS

1. Definitions

Reduction in Force - The process by which one or more teachers with professional teacher status are laid off.

Seniority is defined in terms of the number of years, months, and days of consecutive service (exclusive of unpaid approved leaves) within the professional ranks of the Worcester Public Schools as determined by the actual date of service for pay, as an elected and/or appointed professional employee.

Recall - The process by which one who is laid off is returned to service in a similar capacity in the Worcester Public Schools.

Education Preparation - Undergraduate and graduate course work and/or graduate degrees with greater weight being given to that course work that has a direct relationship to the position involved in the R.I.F.

Transfer - As defined in Article X of this Agreement. Vocational School: See Vocational Appendix.

Professional Employee shall mean all teachers with professional teacher status and appointed administrators employed by the Worcester Public Schools.

2. Initiation of R.I.F. Process

The Committee retains the right to determine the number of teaching positions and other professional positions which are needed. The Superintendent also retains the right to determine the employees to be laid off and recalled subject to the provisions of this article. When a layoff of a teacher with professional teacher status is to occur, volunteers for transfers to available positions, according to Article X, Section A (Involuntary transfers) will be enlisted first. Vocational School: See Vocational Appendix.

3. Layoff Procedures

After all voluntary and involuntary transfers have been made, then the person with the least seniority within the discipline being reduced and within the building, or department where the reduction is to be made will have the opportunity to replace the least senior person within the discipline in the school system. If the opportunity is not taken then the aforesaid teacher will be laid off. Otherwise, the most junior teacher within the discipline who is bumped will be laid off, or a teacher whose position is eliminated and/or who is scheduled to be laid off will be allowed to transfer to an open position for which he or she is certified at the time of the layoff.

For the purpose of this section disciplines shall be:

- |                      |                                 |
|----------------------|---------------------------------|
| 1. Elementary PreK-6 | 13. Health                      |
| 2. English           | 14. Industrial Arts             |
| 3. Social Studies    | 15. Home Economics              |
| 4. Science           | 16. Guidance                    |
| 5. Mathematics       | 17. Dist. Education             |
| 6. Music             | 18. Reading                     |
| 7. Art               | 19. Special Education           |
| 8. Foreign Language  | 20. Library/Media Service       |
| 9. Bilingual         | 21. Psychologists               |
| 10. E.S.L.           | 22. School Adjustment Counselor |

- |                        |                         |
|------------------------|-------------------------|
| 11. Business Education | 23. Coping Instructor   |
| 12. Physical Education | 24. Computer Instructor |

VOCATIONAL SCHOOL DISCIPLINES

25. Architecture and Construction Technology
26. Automotive
27. Baking
28. Banking and Finance
29. Carpentry
30. Commercial Art and Design Program
31. Commercial Foods
32. Computer Science Technology
33. Cosmetology
34. Data Informational Processing
35. Dental Assisting
36. Drafting
37. Early Childhood Assistant
38. Electrical
39. Electric Power and Instrumentation Technology
40. Graphic Arts
41. Health Assistant
42. Heating/Ventilation
43. Air Conditioning and Refrigeration Technology
44. Hotel and Lodging
45. Industrial Electronics Technology
46. Licensed Practical Nursing
47. Machine
48. Mechanical Drafting and Design Technology
49. Medical Assisting
50. Ophthalmic Dispensing Technology
51. Painting and Decorating
52. Plumbing
53. Sheet Metal
54. Surgical Technology
55. Vocational Home Economics
56. Welding
57. Welding Technology
58. Art
59. Business Subjects
60. Drawing
61. English
62. English as a Second Language
63. Geography
64. Guidance

- 65. History/Government
- 66. Keyboarding
- 67. Mathematics
- 68. Physical Education
- 69. Physics
- 70. Psychology
- 71. Reading
- 72. Science
- 73. Social Studies
- 74. Special Needs
- 75. Statics/Strengths of Materials

Teachers will hold their system-wide seniority as defined in No. 1 above, only in the single discipline in which they are teaching at the commencement of a given school year. Teachers assigned to positions not falling within one of the seventy-five designated disciplines, will continue to be assigned to the discipline of their last assignment. When seniority is equal, educational preparation will be a second criterion to be considered. It is agreed that the Superintendent may exercise his/her own discretion in laying off teachers without professional status.

4. Notification

If possible, between July 1 and 15, final notification by Registered Mail will be sent to those who will be affected by a reduction in force effective September 1 of that year.

5. Recall

- (a) The recall period shall be a maximum of two years.
- (b) Professional employees who have been laid off as a result of the R.I.F. provisions will, at any time in the school year, be recalled in reverse order of layoff for any position which they are certified and qualified to fill. When recalled, the assignment in which they are placed will be a temporary assignment for that school year. The position will be subject to normal transfer procedures as provided for in the Agreement.
- (c) It will be the obligation of the employee to provide up-to-date information to the Personnel Office regarding his or her certification status and present address. The School Committee shall notify a teacher to be recalled by certified mail to their last address of record. If the teacher fails to notify the Superintendent affirmatively within 10 days of delivery of the notice of recall, and to report for duty within 30 days of notice, he or she shall forfeit all such recall rights.

- (d) A copy of all recall notices shall be provided to the EAW at the same time they are provided to the recalled.
- (e) A recalled employee shall be placed on the salary schedule at the level that he or she had attained at the time of the layoff, but employees will be given full credit for salary or promotion purposes for any teaching experience or approved training received during the recall period.
- (f) Upon recall, an employee shall be granted any and all sick leave benefits that he or she had accrued up to the point of layoff, including those benefits associated with the sick leave bank.

6. Recall Rights

One who is unemployed and on recall due to R.I.F. procedures shall be entitled to the same privileges and benefits of a professional employee who is on an approved unpaid leave of absence for the length of the recall period.

Before any new person is hired to fill a position in the bargaining unit, an attempt will be made to fill the position through established recall procedures.

All teachers laid off pursuant to a reduction in staff shall be placed at the head of the substitute list of the Worcester Public Schools, provided that a written request for such placement is made by the affected teacher.

7. Affirmative Action

The lay-off of any teacher with professional teacher status or any administrator will be governed by the Reduction in Force Policy and the intent expressed by the School Committee in the Affirmative Action Plan adopted on January 18, 1979, and the Affirmative Action Policy Statement adopted by the School Committee on June 26, 1978.

SECTION B: ADMINISTRATORS

1. Definitions

Reduction in Force - The process by which one or more professional teacher status administrators are laid off.

Seniority is defined in terms of the number of years, months, and days of consecutive service (exclusive of unpaid approved leaves) within the administrative position the administrator presently holds within the Worcester Public Schools as determined by the actual date of service for pay in that position.

Recall - The process by which one who is laid off is returned to service in the same administrative position in the Worcester Public Schools.

2. R.I.F. Decision

The Committee retains the right to determine the number of administrative positions which are needed. The Superintendent also retains, subject to the provisions of this article, the right to determine the employees to be laid off and recalled.

This R.I.F. article does not apply to situations wherein an administrative position has been eliminated and there are no remaining similar administrative positions.

3. Layoff Procedures

When the Committee decides to reduce a particular administrative position, the professional teacher status administrator with the least seniority within the particular tenured administrative position shall be laid off first. He or she will have no bumping rights within other administrative positions. He or she will have bumping rights within unit A, provided he or she has sufficient seniority and is certified for the position.

When seniority is equal, administrative evaluations will be a second criteria to be considered.

It is agreed that the Superintendent may exercise his/her own discretion in laying off administrators without professional teacher status.

4. Notification

If possible, between July 1 and 15, final notification will be sent to those who will be affected by a reduction in force effective September 1 of that year by registered mail.

5. Recall

The recall period shall be a maximum of two years. A professional teacher status administrator who has been laid off as a result of the R.I.F. provisions will, at any time in the school year, be recalled in reverse order of layoff for a vacancy in an administrative position from which they were laid off.

It will be the obligation of the administrator to provide up-to-date information to the Personnel Office regarding his or her status and present address. The Superintendent shall notify an administrator to be recalled by certified mail to their last address of record. If an administrator fails to notify the Superintendent affirmatively within 10 days of delivery of the notice of recall, and to report for duty within 30 days of notice, he or she shall forfeit all such recall rights. A copy of all recall notices shall be provided to the E.A.W. at the same time they are provided to the recalled. A recalled administrator shall

be placed on the salary schedule at the level that he or she had attained at the time of the layoff.

Upon recall, an administrator shall be granted any and all sick leave benefits that he or she had accrued up to the point of layoff, including those benefits associated with the sick leave bank.

6. Recall Rights

One who is unemployed and on recall due to R.I.F. procedures shall be entitled to the same privileges and benefits of a professional employee who is on an approved unpaid leave of absence for the length of the recall period.

All administrators laid off pursuant to a reduction in staff shall be placed at the head of the substitute list of the Worcester Public Schools, provided that a written request for such placement is made by the affected administrator.

**ARTICLE XII**  
**PROMOTIONS**

The report of the Merit Promotion Study Committee of the Spring of 1992 will be incorporated for administrative promotions (See Appendix F).

The provisions of said award and Appendix F will be incorporated by reference in this Agreement as if spelled out in full in the Agreement.

VOCATIONAL SCHOOL: See Vocational Appendix.

**ARTICLE XIII**  
**SUPERVISION AND EVALUATION**

1. The School Committee agrees to include the 1996 Report on Evaluation of Teachers and Administrators into the School Committee Policies. Teachers with professional teacher status may grieve an evaluation only on procedures, as set forth in said evaluation report.
2. No evaluator may mark a teacher or administrator who is an immediate relative of the evaluator.
3. In the case of an evaluation report, the person or persons making the report must have observed the teacher in classroom performance at least twice, and offered constructive criticism, if necessary, to assist the teacher to improve his/her teaching.
4. All persons being evaluated shall receive a copy from the primary evaluator of any and all evaluation reports regardless of who compiled or contributed to the report.

5. All personnel shall have the right upon request to review the contents of his/her personal file.
6. A teacher or administrator shall at all times be entitled to have present a representative of the Association when he/she is required to meet with administrative personnel other than his/her principal, or in the case of an administrator other than his/her immediate superior, for an alleged infraction of discipline or delinquency in professional performance. Said teacher or administrator shall be informed of the nature of the alleged infraction no later than twenty-four (24) hours prior to the meeting.
7. No material derogatory to a teacher or administrator's conduct, service, character, or personality shall be placed in the files unless the teacher or administrator shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its contents.
8. The teacher or administrator shall have the right to answer any material filed and his or her answer shall be reviewed by the Human Resources Manager and attached to the file copy.
9. Upon receipt of a written request the teacher or administrator shall have the right to inspect and make copies of his or her records pursuant to General Laws of Massachusetts, Chapter 71, Section 42C.
10. The School Committee and the Association shall appoint a joint study committee to review teacher and administrative evaluation procedure, criteria, and instrument.

VOCATIONAL SCHOOL: See Vocational Appendix.

**ARTICLE XIV**  
**DISCIPLINE**

- A. The 1980 Discipline Report, drawn up by the Joint Discipline Committee of the Worcester Public Schools, will serve as the basis for disciplinary policy. Copies of the Report shall be placed on file in each school.
- B. A Joint Study Committee shall be established to review the Code of Discipline annually and when the need arises they may submit recommendations to the School Committee for their consideration.

**ARTICLE XV**  
**INFORMATION TO TEACHERS AND THE ASSOCIATION**

- A. A copy of the current teaching schedules, non-teaching assignments, administrative and planning periods will be available at each school as of October 1st of each school year. As soon as all extra-curricular assignments are made, a roster of set assignments shall be maintained at the building level.
- B. The Association shall be supplied with a current seniority list of all members of the bargaining units by October 1st of each school year.
- C. The Association shall have a current copy of the Committee's Rules and Regulations.

**ARTICLE XVI**  
**SERVICE TO TEACHERS**

The School Committee will continue the following teacher service which became effective in January of 1968.

Additional secretarial help or lunch guards will be provided to the principals by the Administration on the basis of need. Individual requests may be submitted by principals for consideration.

**ARTICLE XVII**  
**SCHOOL COMMITTEE MEETINGS**

1. Twelve copies of the School Committee calendars shall be sent to the Association within twenty-four (24) hours after such calendar has been delivered to members of the Committee.
2. When a supplementary calendar is found to be necessary, copies shall be given to the President of the Association and to the Executive Secretary at the same time as to the School Committee members.
3. The Association shall have the right to place items in the form of petitions on the regular School Committee calendar.
4. In any Executive Session involving a teacher or administrator, the Committee shall have the right to discuss such matters in the absence of the person under discussion but, in the event such person is permitted to be present, the person under discussion shall have the right to be accompanied by the Executive Secretary and President of the Association and counsel if desired at the Association's expense. Any Executive Session involving a teacher or administrator shall conform to the legal requirements of Chapter 39, Section 23B.

5. A copy of the proposed budget shall be made available to the Association at the same time it is made available to the press.
6. The Association will be provided with twelve copies of the printed minutes of the Committee meetings.
7. Three copies of all documents distributed to the Committee members for discussion or consideration at open meetings will be distributed also to the Executive Secretary and President of the Association at the same time it is distributed to Committee members, provided that such documents are not privileged or confidential as determined by the Committee.

**ARTICLE XVIII**

**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The Committee will pay the reasonable expenses (including fees, meals, lodgings and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the appropriate Superior or Superintendent subject to the approval of the City Manager if such approval is necessary.
- B. During each of the two first five-year periods of service in the Worcester Public Schools, all teachers holding one degree must present to the Human Resources Manager satisfactory evidence of the completion of six semester hours of study in the teacher's field of work or equivalent activities or in any field approved in advance. Teachers holding two degrees must present credit for three semester hours for each of the two first five-year periods of service under the same conditions. The proposal to undertake a course must receive the approval of the Principal and/or Director and be forwarded for the approval of the Supervisor and Assistant Superintendent of Education and filed with the Personnel Manager before the close of the enrollment period for that course. At the end of each five-year period, evidence of completion must be filed by September 1st of the following year. Courses taken in excess of the required number may be counted toward the requirement of the succeeding five-year period. The earning of the sixth year increment shall be conditioned upon the completion of the preceding five years requirement.
- C. Upon the request of the teacher or administrator, and with the approval of the Superintendent or his designee, leaves shall be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Such approval shall not be unreasonably withheld.

VOCATIONAL SCHOOL: See Vocational Appendix.

**ARTICLE XIX**  
**TEACHER FACILITIES**

- A. The Association recognizes and the Committee agrees to continue the present policy in planning of new schools to make provisions for adequate and proper work and rest areas for professional staff and attest to its intent to provide the same whenever possible in old school buildings. Existing school buildings should include, whenever possible, the following facilities:
  1. Space in the school where each teacher may safely store a reasonable amount of instructional materials and supplies and, where possible, a desk for each teacher.
  2. An appropriate room for reporting before school for teachers in the secondary school who are not assigned home room duty.
- B. In connection with the construction of new school buildings, or a major reconstruction of existing school buildings, the Committee shall endeavor to include the following facilities.
  1. Space in the school where each teacher may safely store a reasonable amount of instructional materials and supplies and, where possible, a desk for each teacher.
  2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  3. An appropriately furnished room, to be reserved for the exclusive use of the teachers as a faculty lounge. This room, which will contain a pay telephone, if the telephone company agrees to the installation of one, will be provided in addition to the aforementioned teachers' work area.
  4. A separate, private dining area for the exclusive use of the teachers.
  5. An adequate portion of the parking lot at each school to be reserved for teacher parking.
  6. An appropriate room for reporting before school for teachers who are not assigned a homeroom.
- C. It is understood that the School Committee's authority is limited only to recommending the facilities listed and described in paragraphs A and B above.
- D. The Committee will establish a procedure through the audio-visual program to make available to the teacher upon reasonable request adequate audio-visual material.

**ARTICLE XX**  
**TEACHER PROTECTION**

- A. Principals and teachers shall be required to report and investigate any case of tort including assault on teachers and principals, in connection with their employment, to their immediate superior who will file a copy of the report and the results of the investigation with the Superintendent. The Superintendent shall acknowledge receipt of such reports and shall report this information to the Committee.
- B. In addition, any student involved in an assault on a teacher or administrator will be suspended by the principal, until a hearing is held by the principal, who shall report his findings to the Superintendent.
- C. If an assault on a school department employee is by an adult who is not a pupil, the principal will promptly report the incident to the proper law enforcement authorities and the Superintendent of Schools.
- D. If a teacher or administrator is assaulted, the appropriate administrator will render any and all at-the-scene assistance to the assaulted employee.
- E. Indemnification of the teachers and administrators will be governed by State Statute.
- F. Whenever a teacher or administrator is absent from his/her duties as a result of personal injury caused by assault occurring in the course of his/her employment, he/she will be paid his/her salary, less workmen's compensation payments, for the period of such absence up to two years from the date of injury and no part of such absence will be charged to his/her annual sick leave.

**ARTICLE XXI**  
**SUBSTITUTE TEACHERS**

To the extent possible, all long-term substitute positions shall be filled by personnel who have met State Certification requirements.

The Superintendent agrees to provide the Association, when requested in writing, up-to-date names and assignments of personnel filling long-term substitute positions.

A. Definitions of Long-Term Substitutes

- 1. A long-term substitute is one who has been initially assigned to fill a position made available by reasons specified in Section B, and which assignment shall cover a period for a semester or more.

or

- 2. A long-term substitute is one who has been assigned in the system for a period covering forty-five (45) or more consecutive pay days including authorized leave with pay during the same school year. Authorized leave without pay will result in a break in the continuity of service. However, it will not necessarily cause forfeiture of the consecutive days worked for the purpose of computing the forty-five consecutive days.
- B. Long-Term Substitute Position Assignments as defined in A-1 above shall include the following situations:
- 1. Assignments required to fill temporary vacancies which occur through approved leaves of absence or temporary assignment.
  - 2. Assignments required to fill temporary vacancies which occur as a result of employee long-term illness(as).
  - 3. Assignments required to fill vacancies which occur due to death, retirement, resignation, or promotion.
  - 4. Assignments required to fill temporary vacancies which occur during the school year as a result of a new position being created. Any such newly created position, if continued and filled in the subsequent school year shall be considered a permanent position for purposes of this article.
  - 5. Designated assignments, not to exceed thirty at any one time during the school year, to fill permanent positions to provide for unknown situations which may result from declining enrollment or other valid cause.\* However, no regularly contracted teacher shall be laid off when said teacher is certified to fill a position being filled by a long-term substitute as described in this Paragraph Five. (\*The 30 positions referred to in Paragraph 5 may be increased by up to five (5) positions in the event that a teaching area has contracted teachers on an authorized leave and all positions in that area are filled by elected teachers. This increase will only be implemented on a need basis.)
  - 6. Except as provided for in Paragraph Five above, no permanent position shall be filled by a long-term substitute for a period exceeding the school year in question. This paragraph shall not have application as it relates to long-term substitutes filling in for employees on approved leave, temporary assignment or long-term illness.

C. Compensation for Long-Term Substitutes:

Long-term substitutes shall be paid at the Bachelor Step I level.

Professional employees who attain the long-term substitute status as a result of Section A2 of this Article, shall be paid according to the appropriate schedule above, retroactively to the 20th day minus the daily substitute rate previously paid. Long-term substitutes as defined in Section A1 shall be paid in accordance with the appropriate schedule at the outset.

- D. No employee who qualifies as a long-term substitute pursuant to this article shall be subject to removal during the assignment unless such action is recommended to the Superintendent by the building principal and appropriate supervisor, except for a layoff situation as described in Paragraph Five.
- E. Credit for Service as a Long-Term Substitute:

Long-term substitutes, who are subsequently contracted to a regular position in the Worcester Public School System, will receive credit on the salary schedule for years of service rendered. Additionally, consecutive school years of long-term substitute service immediately preceding contract shall be applicable for professional teacher status purposes.

It shall not be the policy of the Committee to require teachers to use their preparation time to substitute for other teachers. The Committee will make every reasonable effort to provide substitutes in situations where substitutes are necessary; but, if substitute teachers are not available, the principal may assign a teacher to use a preparation period for substituting. Such assignments shall be distributed equitably among all teachers in each school during the school year.

The use of substitutes is subject to budgetary and economic considerations.

#### ARTICLE XXII USE OF SCHOOL FACILITIES

- A. The Association shall have the use of any school auditorium for meetings twice a month during the regular school year with the approval of the Assistant Superintendent for Business and with the further understanding that such use shall not be in conflict with any prior school use. Such approval shall not be unreasonably withheld.
- B. The Association will have the right to use the athletic facilities and equipment at a high school without cost one (1) evening each week. The schedule and other related matters will be approved in advance by the Business Manager. Such approval shall not be unreasonably withheld.
- C. There will be one (1) bulletin board in each school building which will be placed in the faculty lounge for the purpose of displaying notices, circulars, and other material

including Association material. Copies of all such materials will be given to the Building Principal, but his or her advance approval is not required.

#### ARTICLE XXIII AGENCY SERVICE FEE AND PAYROLL DEDUCTION

- A. The Committee agrees to requiring the payment of an Agency Service Fee equivalent to the Association dues for all new teachers and administrators.
- B. The Committee agrees that all present teachers and administrators who are now members of the Association and who may later disenroll from membership shall be required to pay an Agency Service Fee equivalent to the Association dues.
- C. The Committee agrees that for all present teachers and administrators, who as of August 12, 1974, were not members of the Association shall be required to pay an Agency Service Fee which shall be proportionate to the cost of Association dues commensurate with the cost of negotiating and administering this Agreement. The amount of such proportionate fee shall be transmitted to the Business Manager of the Worcester School System by the Executive Committee of the EAW on or before September 1 of each year. The Agency Service Fee shall not become effective for Unit B until July 1, 1976.
- D. The Committee agrees to have deducted by the Treasurer of the City of Worcester for teachers' and administrators' salaries money for MTA, NEA and EAW services and programs as said teachers and administrators individually and voluntarily authorize the committee to deduct and to transmit the monies in one lump sum promptly to said Association. It is expressly understood that deductions which a teacher or administrator may authorize the Committee to take from his/her earnings will be deducted in ten (10) equal installments from ten (10) consecutive paychecks received by said teacher or administrator during the year. The number of deductions is subject to the approval of the Treasurer of the City of Worcester.

#### ARTICLE XXIV GENERAL

- A. Negotiations meetings should be called upon such dates and such times as are mutually agreed upon by the Sub-Committee and Negotiations Representatives of the EAW. Such meetings should take place during non-school hours so as to minimize the disruption of orderly class procedure. If in an emergency it becomes necessary to hold such meetings during school hours, the representatives of the Negotiations Committee of the Association, not to exceed a quorum of the Negotiations Committee, shall be relieved of their regular duties without loss of pay in order to permit their participation in such meetings.

Hearings on grievance procedures should be held during non-school hours. If hearings pursuant to the grievance procedure are held during school hours, then the necessary parties to such grievance procedure shall be relieved of their duties without loss of pay to the extent necessary to attend such meetings.

- B. In the event that any present employee is receiving the maximum salary for a particular category as a result of the twenty-five (25) year provision, he/she shall continue to do so, but no future payments shall be made under this provision.
- C. All administrative extra-paying positions directing the activities of teachers will be filled by members of the Worcester Public School Staff whenever a qualified staff member applies for said position (e.g. Evening School, Federal Projects, Naturalization, etc.). This agreement will not apply to a person who has held such positions for three or more years.
- D. In order to distribute extra-paying positions equitably, individuals will be limited to one such position within the system at a time. This shall not preclude a person from holding consecutive extra-paying positions within one (1) year. It is recognized, however, that emergency situations will arise where individuals may hold more than one extra-paying position. The availability of such extra-paying positions shall be posted in the schools during school time or sent to the EAW central office at vacation time, as soon as possible after such positions exist or vacancies occur.

In filling extra positions, due weight will be given to the following criteria:

- (a) Educational preparation.
- (b) Quality of performance within the educational profession.
- (c) Length of service within the educational profession.

All extra-paying positions shall be defined as any position for which a teacher or administrator receives a separate paycheck.

The appointment of extra positions such as coaches, extra-curricular positions, evening school positions, or other extra-paying positions shall be for a one-year term, and the employee must re-apply for said position each year at the conclusion of the one-year term.

- E. After five (5) consecutive days absence by the Principal, the Assistant shall receive one (1) increment and move laterally to the appropriate administrative schedule. After thirty (30) consecutive days of absence, the assistant shall receive an additional increment. In the case of the death of a principal, the position will be filled as soon as possible according to the promotional system.

- F. All Study Committees agreed upon herein will be appointed by the School Committee and EAW in equal numbers. Study Committees shall be formed prior to November 1 and will meet initially prior to November 15, unless stated otherwise elsewhere in this Agreement. Each Committee will elect a Chairperson and submit interim and final reports to the School Committee and the EAW Committees will reflect a cross section of professional school personnel. Additional members may be selected from the public by mutual consent. The Superintendent shall be Chairperson ex-officio of all Study Committees agreed upon in the Agreement.
- G. There will be no disciplinary measures of any kind taken against any teacher or administrator by reason of his/her membership in the Association or participation in its activities.
- H. Copies of this Agreement will be printed at a joint expense and a copy given to each teacher and administrator.
- I. All teachers and administrators assigned to laboratory or shop classes shall be provided with appropriate protective clothing and equipment. Such order would be requested yearly in accordance with the existing requisition procedures.
- J. Involvement in the elementary school lunch and breakfast program on the part of the professional employees has not yet been determined. Present practices in the secondary schools will continue. Any planned involvement that increases the amount of services required by the staff will be negotiated prior to the implementation.
- K. The Association and its members agree not to strike pursuant to Massachusetts General Laws, Chapter 150E.

VOCATIONAL SCHOOL staff shall be covered by Sections A, C, D, H, and K of this Article.

#### ARTICLE XXV DISMISSAL

No teacher or administrator shall be dismissed or denied reappointment without just cause and due process. Only those covered by this contract shall be covered by this clause.

The decision of the Superintendent/Principal as to the dismissal, reappointment or non-reappointment of a non-tenured teacher is not subject to the grievance and arbitration procedures of this contract.

The decision of the Superintendent/Principal as to the discharge or suspension of a professional teacher status teacher or administrator shall be subject to the Massachusetts General Laws, Chapter 71, Section 42.

This section does not apply to extra paying positions such as coaches, night life, summer school, etc.

**ARTICLE XXVI**  
**FACULTY MEETINGS**

1. A regular monthly faculty meeting for each building will be scheduled for September through June beginning no later than 15 minutes after the close of the normal school day and lasting no more than 90 minutes. The dates for each building will be announced before September 15 for the entire academic year. (See Attachment "B").
2. Attendance at monthly faculty meetings is an individual professional obligation of the same rank as the conduct of regularly assigned classes.
3. The principal or assistant principal, in recognition not to waste the time of the faculty in mere formalities, will cancel a regular monthly meeting or substitute departmental or smaller group meetings, if, in his/her judgment, there is insufficient business to warrant a building-wide meeting.
4. Nothing in this Article shall prevent the calling of a reasonable number of smaller meetings of teachers in a course group or related courses, or department in accordance with prevailing practices, nor the calling of emergency meetings of a building faculty upon 24 hours notice provided that no meeting shall start more than half an hour before the start of the school day or after 4:00 P.M. Attendance at such meetings is a normal professional obligation.
5. There will be a monthly meeting of Department Heads with members of their department. Directors in special areas will be responsible for arranging such meetings for their teachers in all schools.
6. A sincere effort will be made to minimize the number of meetings a teacher or administrator is required to attend. In no event shall the number exceed twenty (20) in any year exclusive of meetings on released time (which are not within the scope of this Agreement).
7. When needed, the Committee and/or the administration may require the attendance of employees at in-service programs. From time to time, all employees will be required to attend seminars in teaching skills and methods. Such required attendance is not to exceed eight (8) hours per year. These meetings are in addition to the meetings set forth in Sections 1-6 of this Article. To the extent possible, this time will be scheduled at the end of the employee's work day. Advance notice will be given.

VOCATIONAL SCHOOL: See Vocational Appendix.

**ARTICLE XXVII**  
**WORK YEAR, HOURS AND WORK LOAD**

1. It is recognized that during the term of this Agreement, the School Committee may change the starting and dismissal times for the students in the various schools based on a demonstrated need.  
  
However such changes, while affecting the starting and dismissal times, shall not increase the current length of the school day, unless required by law.  
  
Prior to instituting such changes, the Association will be notified and provided with an explanation for the reasons involved.  
  
When the state requires longer school days to meet maximum requirements, the Committee may lengthen the work day.
2. Except when unusual circumstances exist, the work day of teachers will begin ten (10) minutes before the starting time for students. Said starting time is subject to modification by the Committee, provided, however, that no such modification will increase the length of the teachers' work day. Commencing in the 1995-96 school year, in secondary schools that do not have an extended day, teachers will begin ten minutes before the starting time for students. Further, in those schools, the teaching day will be extended by thirteen (13) minutes.
3. Secondary School teachers shall be required to remain at work not more than one period after their normal work day once each week for the sole purpose of aiding students. In the event that no students remain, the teacher shall not be required to remain more than fifteen (15) minutes. An administrator must be present in the building.
4. In Elementary Schools, no child shall be prevented from entering the class ten (10) minutes before the start of school. The first bell shall ring five (5) minutes before the start of class.
5. The teacher's work year shall consist of one hundred and eighty (180) teaching days plus the day preceding the opening of school, plus two staff development days. The day preceding the opening of school shall be a full length work day if deemed necessary by the principal.
6. Each teacher shall remain on duty after the close of school for a period of time, which he/she finds, or the principal instructs him/her, is necessary to take care of details usually connected with the closing of the daily session (including brief consultation with pupils). The parties to this contract agree that fifteen (15) minutes may, on occasion, be insufficient to perform such professional duties as meeting with the Principal upon

request; meeting with parents or pupils who wish assistance or advice; supervising of detention sessions in accordance with present administrative practice; and handling emergency situations beyond the control of school officials. On such occasions, the fifteen (15) minute limit does not apply.

7. (a) For purposes of this Agreement, twelve-month administrators are those scheduled to work 220 days.
- (b) For purposes of this Agreement, extended year administrators include all Secondary School Assistant Principals.
8. (a) For 12-month administrators, during the pupil session days, the current hours now in effect will remain the same (seven hours/day: 8:30-4:30 with one hour for lunch). It is understood that these hours may be exceeded during the daytime in order to fulfill administrative responsibilities.
- (b) Because of the time required to fulfill increased administrative duties during the summer, the work day will now be 9:00-4:00, with one hour for lunch for a total of 30 hours per week. It is understood that these hours may be exceeded during the daytime in order to fulfill the administrative duties.
- (c) Accrued time to attend evening meetings at the direction of the administration will be compensated (time off) during the work year, but not to exceed 60 hours during any year. The scheduling of time off will be arranged with the immediate supervisors, but, it will be understood that in no case will the time off affect job performance. It is agreed that this compensatory time off shall not exceed three hours in any given day.
- (d) The work year will be 220 days with vacation periods to be jointly worked out with his/her supervisor.
9. Secondary School Assistant Principals
  - (a) Secondary School Assistant Principals (regardless of the length of their workday as defined below) shall be on duty fifteen (15) minutes before the start of the school day and shall remain thirty (30) minutes after, and one administrator shall remain until the last teacher present in the building shall have left.
  - (b) Secondary School Assistant Principals appointed on or after June 30, 1986, will work the following work year and work day:
    - 1) The length of the work year shall be pupil session days plus twenty (20) days.
    - 2) The length of the pupil session work day shall be 7 1/2 hours in an 8-hour day.

- (c) Secondary School Assistant Principals appointed prior to June 30, 1986, will work the following work year and work day, for as long as they hold their Secondary Assistant Principal positions.
  - 1) The work year shall be pupil session days plus fifteen (15) days.
  - 2) The length of the pupil session day shall be increased by 1/2 hour.
- (d) The length of non-pupil session days for all Secondary Assistant Principals shall be the same as for Secondary Principals (i.e., they will average six (6) hours (30 hours per week), for a maximum of one-hundred twenty (120) hours.
- (e) Work schedules on non-pupil session days for all Secondary Assistant Principals will be arranged by the administrator's appropriate immediate superior after consultation with the administrator.
- (f) Secondary Assistant Principals will have pro rated time for the coverage of home athletic games.
10. The Employer, at its discretion, may require Unit B employees to perform administrative tasks for a period of one and one-half (1 1/2) hours immediately at the end of the administrator's work day on a one day per week basis to serve the needs of the school system.
11. At the Superintendent's discretion, the Central Office Administrators and all twelve (12) month administrators in the school system shall report to work whether or not school is in session.
12. Teachers shall have a duty-free lunch period of thirty (30) minutes duration and coinciding as nearly as possible with the lunch periods of their students.
13. Middle and Senior High School teachers shall not be assigned more than an average of five (5) teaching periods a day and shall have on the average of one (1) preparation period each day. In any event, a teacher shall have at least five (5) preparation periods per week and shall not have more than twenty-five (25) teaching periods per week.

In the event of emergency, the principal shall have the right to assign temporarily, an additional class or study. Such assignment shall be made on an equitable basis and each principal shall maintain a record of such assignment.
14. Department heads with four (4) or less teachers under their supervision may be required to teach a fifth period in lieu of a supervisory period.

15. Every effort will be made to insure that secondary school teachers will not be required to teach more than two (2) subjects within a department, nor be assigned more than three (3) teaching preparations per day. Classes will be distributed equitably according to pupil ability level.
16. Commencing in September of 1998 the Committee will provide at least three (3) preparation periods per week to elementary classroom teachers and special education teachers who supervise and conduct a class.  
  
Commencing in September of 1998 the Committee will use its best efforts to attain the objective of four (4) preparation periods per week to elementary classroom teachers and special education teachers who supervise and conduct a class.  
  
Whenever possible, preparation periods will be available for elementary specialists and special education teachers. In the event of an emergency, the principal may require the classroom teacher to temporarily perform his/her classroom responsibilities in lieu of his/her preparation period.
17. The length of a period in the comprehensive high school with a seven-period day shall not exceed fifty-three (53) minutes or multiples thereof.
18. Teachers not on duty shall be free to leave the building provided that the principal gives his/her permission and the teacher indicates his/her time of departure and return.
19. An attempt will be made to keep all classes as small as possible.
20. Each secondary teacher's average class size shall not exceed twenty-seven (27) This language shall cease to be operative after August 31, 2005 or on the last day prior to the beginning of the 2005/2006 school year, whichever is earlier, and the language shall revert to the previously operative language (i.e. "Each secondary teacher's average class size shall not exceed twenty-five (25).") Effective September 1, 2005, or the start of the 2005/2006 school year, whichever is earlier. This sunset provision is unaffected by any extension of the contract during the pendency of negotiations for a successor contract. The increase to an average of twenty-seven (27) shall not apply to teachers at the Vocational High School. The School Committee shall continue its philosophy of keeping elementary class size to a number of pupils per class to insure continued quality education.
21. A three (3) day orientation program is to be required for newly appointed teachers and administrators.
22. Teachers will be present at their assigned schools on the night designated by the principal as "Know Your School Night," however, no teacher shall be required to be present more than one (1) such night.

23. Principals shall distribute all non-instructional duties fairly and equitably among all Unit A members assigned to a building either full or part time.
24. Teacher participation in extra-curricular activities is recognized as an integral part of the teacher's responsibilities and all teachers are expected to handle a fair share of the extra assignments and duties. Each principal will maintain a roster of said duties and the assignments thereof in the office.  
  
Because of the nature of certain assignments, some Senior High School advisors will be paid a stipend as set forth in Appendix C.
25. The Committee retains the right to schedule classes and the school day. However, the Committee shall not increase the current length of the school day unless required by law. The Committee also retains the exclusive right to determine the number of periods and/or modules in a school day. When and if budget constraints require the Committee to restructure the school day which may include the reduction of the number of periods and/or modules in a school day, it will give the Association reasonable advance notice of said reduction.  
  
It is understood that Article XXVII, Section 17 (53-minute periods) shall not apply in those schools where a reduction in the number of periods/modules takes place. It is also understood that the same rights and practices to a preparation allotment of time which presently exist will exist in schools where a reduction in the number of periods/modules takes place; but that the allotment of time may be less than presently exists (e.g. 20 minutes).
26. In addition to attending A Know Your School Night, each elementary teacher will make a reasonable effort to meet with the parent(s) of each pupil in his/her class, at least once during the academic year prior to February 1. The teacher may make this initial effort by letter, addressed to the parent(s), inviting the parent(s) to contact the teacher to arrange for this meeting at a mutually convenient time. If the parent(s) do not respond, the teacher shall contact the parent(s) by telephone during the regular work day of the teacher for this purpose. If a meeting is not feasible, a reasonable effort should be made to make contact and interact with the parent(s). The teacher may use reasonable professional discretion in carrying out the teacher's responsibilities under this paragraph.
27. Commencing with the start of the 1996-1997 school year, the Committee retains the right to implement program(s) relative to new trends in education for increasing educational hours and days for students. If the Committee enlarges the school day and/or school year in certain buildings in order to extend the educational day and year for certain students, it agrees that effective in 1996-1997 pay for extended day or year will be converted from a stipend to pro-rata pay based on the formula below. Annual salary divided by 183 days for a daily rate; then apply a percentage derived by dividing the number of extended minutes by four hundred minutes, e.g. forty-five minutes divided by four hundred

minutes equals .1125. This formula is only applicable for increased time in the academic extended time classroom.

28. At each secondary school, teachers will distribute to students at the beginning of each semester, an overview of the content to be taught for that period; expectations of student classroom progress, books to be read and projects to be undertaken. Appropriate forms and/or formats will be mutually developed in each building department by the department head and the teachers in that department.

Elementary schools will maintain their current practices of communication with parents/guardians in addition to the obligations set forth in Article XXVII, Section 26.

29. At non-extended schools team teaching planning conferences shall only be held after the close of the school day and will be voluntary. Team teachers who do volunteer, assume the professional responsibility to attend team conferences for the entire school year. The School Committee assumes the responsibility to fund team teachers' participation in after-school planning for the entire school year. Teachers who participate in the after-school planning conference will be paid at the prevailing after-school hourly rate.

In an extended day school where a teacher is part of a team, the teacher's schedule shall include five teaching periods; one preparation period; one non-instructional duty; and one team planning period and no hourly rate stipend will be paid.

30. In negotiations leading to the agreement effective January 1, 1998, through December 31, 2000, the parties agreed to the terms for the Performance Based Awards Program.

Special legislation has been enacted which has established a revolving account exclusively for the Worcester school system for the special purpose of allowing the school system to reward particular school buildings within the Worcester Public School system which demonstrate successful performance based outcomes. The aim is to reward buildings which demonstrate growth and improvement when measured against their respective past outcomes. It is not the aim to encourage buildings to compete intensively against each other. The revolving account will be designed to accommodate private contributions.

The School Committee in FY 96 deposited \$250,000 into this revolving account as seed money. The Committee will continue to deposit up to \$250,000 for each school year, subject to the terms of this Article. Participation in the awards program will be voluntary on the part of each school building as determined by the principal after consultation with the faculty and the School Council.

The number of awards granted in a given year will be dependent upon the number of buildings participating in a given year. The aim is to distribute awards on an equitable basis among the three educational levels and among the quadrants.

The categories and criteria for the awards in a given year will be determined by a committee consisting of three union designees, two school administrators - one of which will be a school principal, and two parent members of school councils. The categories shall include in any given year a student-based outcome; and among other categories may include:

- 1) Building attendance;
- 2) Improved student attendance;
- 3) Creation of building-based staff-development opportunities;
- 4) Increased parent involvement;
- 5) Improved student test scores as compared to prior years;
- 6) Increased community involvement ;
- 7) Effective business partnerships;
- 8) Improved building appearance and atmosphere;
- 9) Improved public relations.

A selection committee consisting of three EAW representatives, three School Committee representatives and three community representatives will determine which buildings receive the awards and the amount of each award for each building. No award shall be less than \$10,000 nor more than \$20,000.

The distribution and use of the monetary award in each building will be determined by vote of the faculty in the awardees building. The money can be used, for example, for schoolbooks and supplies, professional development, computers, banquets, retreats, etc.

If financial constraints occur which would cause unit member(s) to be laid off, then first the annual appropriation to the performance based fund will be suspended or reduced in order to avoid lay off(s).

VOCATIONAL SCHOOL: See Vocational Appendix.

#### ARTICLE XXVIII TERMINATION OF CONTRACTS OF INSTRUCTIONAL PERSONNEL

1. In the event of the termination of a teacher's or administrator's service during the school year for any cause - retirement, leave of absence, discharge, or death - there shall be payable to such teacher or administrator, or to his or her estate, that proportion of the teacher's or administrator's salary as the number of days of actual services, plus compensation for unused sick leave, if eligible, as provided elsewhere in this Agreement, plus other authorized paid leave exclusive of sabbatical leave, bears to total number of days in the school year as voted by the School Committee. Salary accrued to date of termination of service shall be payable on the salary payment date following termination of service, except that whenever termination of service shall occur less than ten (10) days before any salary payment date, such accrued salary shall be paid on the salary date next

succeeding. All resignations shall be subject to the Rules of the School Committee respecting notice of resignation unless notice is expressly waived by the School Committee.

2. In the event of termination, for any cause, of a teacher's or administrator's service at the end of a work year, the annual salary provided in such teacher's contract shall be deemed fully earned if the teacher or administrator has served the entire work year. Installments of salary payable in July and August shall be made to such teacher or administrator, who has earned said salary, as in the case of teachers or administrators remaining in the service. In case of death of a teacher or administrator, or termination of employment during the school year the School Committee shall pay all unpaid monies due immediately to the deceased employee's estate or to the terminated employee.

### ARTICLE XXIX HEALTH INSURANCE

This below-cited health insurance language is subject to and conditional upon the School Committee possessing the legal right and authority to agree to said health insurance language which is controlled by Massachusetts General Laws, Chapter 32B:

1. The City shall change to Blue Cross/Blue Shield Health Flex/Point of Service Plan from the City's Master Health Plus and Master Medical Plans effective July 1, 1995. The City shall offer the Blue Cross/Blue Shield Master Medical Plan to employees not in the geographic area of the Blue Cross/Blue Shield Health Flex or Fallon Plans.
2. The City shall drop Central Massachusetts Health Care Plan effective July 1, 1995, and may require employees to enroll in either the Fallon Plan or Blue Cross/Blue Shield Health Flex Plan, if the employees want to participate in the City's health insurance program.
3. The City agrees to pay for the Blue Cross/Blue Shield Health Flex Plan eighty-seven percent (87%) of the premium cost, with the employee paying the remaining thirteen percent (13%). Note the 75%/25% payment schedule still will exist for those outside the geographical area who choose Master Medical.
4. The provisions of sections 1 thru 4 of this article shall prevail over any conflicting provisions in this article and shall be the exclusive health insurance program for the school department and the E.A.W. units.
5. The City of Worcester shall pay 75% of the premium for its major indemnity carrier, Blue Cross/Blue Shield, coverage for members of the bargaining unit who elect to participate in that health insurance plan. The City will pay the same dollar amount as paid for Blue Cross/Blue Shield premiums up to the full cost of premiums for any qualified health maintenance organization chosen by a member of the bargaining unit.

6. Effective 8/1/88, the City shall offer to all employees a basic dental insurance plan, BC/BS's "Master Dental Program I." The employee shall pay 100% of the premium for this program.
7. The City of Worcester shall increase the amount of its basic life insurance plan from \$2,000 to \$5,000, effective November 1, 1988.
8. The City agrees to study whether the employee cost of health insurance premiums may be deducted from gross earnings prior to determining taxable income. If such a practice is legal and may be done without additional cost, the City agrees to implement within six to eight months, upon approval of the Insurance Coalition Bargaining Committee.
9. Whereas it is in the best interest of the employee and employer to obtain health insurance at the lowest possible cost, the City may, upon sixty (60) days' notice to the Association, substitute another major medical insurance carrier for Blue Cross/Blue Shield, whenever a determination has been made by the City that it is able to obtain health insurance coverage equivalent to that presently provided by Blue Cross/Blue Shield at lower cost from another provider. Said determination as to equivalent coverage is subject to the grievance and arbitration procedure.

A letter will be written to the President of the E.A.W. and signed by Mr. Richard W. Murphy, Worcester Public Schools attorney which will read as follows in reference to the insurance: This letter will confirm any representation regarding any grievances filed by the Association on the application or interpretation of Article XXVIII, Paragraphs 1 and 2 of the contract between the Worcester School committee and the E.A.W.:

- A. If the E.A.W. files a grievance on Article XXVIII, Paragraphs 1 and 2, said grievance may be filed at the School Committee level.
- B. If such grievance is filed initially at the School Committee level, the Committee shall respond within seven (7) days of the receipt by the Committee of the grievance.
- C. The Worcester School Committee agrees that the issue of equivalent coverage, as used in Article XXVIII is an arbitrable issue. During negotiations for the 1986-87 contract, the Committee agreed that the issue of equivalent coverage as used in Article XXVIII is an arbitrable issue.
- D. Except as provided herein, the grievance procedure of the contracts shall be complied with for all Article XXVIII grievances.
- E. Administration of the insurance program for teachers and Department Needs will be in accordance with the provision of General Laws, Chapter 32B, AS AMENDED.

F. The Committee agrees that the following items shall be taken into consideration when determining "Equivalency" under Article XXVIII of the contract between the School Committee and the E.A.W.:

- 1) Semi-private room at hospital.
- 2) 80% reimbursement of office visits; prescription drugs; and ambulance service.
- 3) In-patient services, covered in full.
- 4) In hospital physician services.
- 5) Outpatient physical therapy services, reimbursement.
- 6) Subscriber has freedom of choice to choose physician and hospital without loss of benefits, to the extent that subscribers have freedom of choice under the BC/BS plan.

All of the above items are subject to the medical necessity rule and the deductible provision.

The Committee understands that in making his decision about whether the new plan is equivalent to the present Blue Cross/Blue Shield plan, the arbitrator shall compare but is expressly not limited to the six (6) elements set forth in the paragraph above.

10. The City and the insurance carrier, including self-insurance carrier ("the carrier"), will not provide payment for non-emergency hospitalizations, unless the following criteria are met:
  - a) Pre-admission Review. All inpatient admissions for non-emergency, non-maternity care shall be reviewed and approved by the carrier for medical necessity before the employee is admitted to the hospital.
  - b) Concurrent Review. The carrier shall be allowed to monitor the patient's care during hospitalization and to determine the length of appropriate hospitalization subject to reimbursement.
  - c) Discharge Planning. The carrier shall be allowed to coordinate with the hospital a continued course of treatment for the patient in the appropriate health care setting, including but not limited to a skilled nursing care facility or home.
  - d) Second Surgical Opinion. Whenever an employee has made a determination to undergo elective or non-emergency surgery, the cost of which would be

reimbursed by the carrier, said employee may be required by the carrier to first obtain a second opinion from a qualified physician prior to undergoing the surgery. (The second opinion will be advisory only and would be paid for by the carrier.)

These procedure(s) outlined in this Section shall not go into effect until the City notifies the Union that the carrier is ready to implement said procedures. The procedures listed in 7(a) through 7(d) may be implemented by the carrier on an individual basis (e.g. 7(c) only) or a complete basis (7(a) through 7(d)).

11. Pursuant to the provisions of Chapter 32B, the City may, at any time during the life of this agreement, approach the Insurance Coalition or this individual Association regarding collective bargaining to increase the number of health insurance providers by offering additional health plans to members of the bargaining unit. Any new plans will be additions to the insurance plans presently provided, and will not be substitutions for the present plans.
12. Pursuant to the provisions of Chapter 32B, the Committee may at any time during the life of this agreement approach the Association for collective bargaining on the issue of health insurance. The Association agrees to honor any such request.

#### ARTICLE XXX MISCELLANEOUS SALARY PROVISIONS

1. Longevity: Teachers and administrators who have taught for at least fifteen years in the Worcester Public Schools will be eligible to receive an annual longevity stipend according to the following schedule:

After 15 years	\$ 500
20 years	\$1,000
25 years	\$1,500
30 years	\$2,000

2. Method of Payment: All persons on the Salary Schedule will be paid in twenty-six (26) equal installments during the contract year.
  - a) Bi-weekly payment schedule to be worked in cooperation with the City Treasurer, City Auditor, and Worcester Public Schools Business Office.
  - b) Procedure for lump sum payments for summer pay to be worked out in cooperation with the City Treasurer, City Auditor, and Worcester Public Schools Business Office.

3. The specifications contained in the current Official Salary Schedule Booklet of the Worcester Public Schools will be included in this Agreement.

**ARTICLE XXXI**  
**NON-MEDICAL PROCEDURES**

1. Wherever mandated by law or where medically warranted, health procedures in the school buildings will be performed by a registered nurse.
2. In situations where paragraph 1 (above) does not apply, school staff personnel will perform certain health procedures for students, but will be periodically supervised by medical personnel in the performance of these duties.
3. Wherever appropriate, the school staff member involved with health procedures for a student will be allowed to participate in the team meeting involving said student.
4. School staff personnel involved in implementing, rendering, and assisting in health procedures for students will receive training for these duties by an appropriate party. This may include the parent(s), nurse, school doctor or other medical personnel.
5. The School Committee will provide all necessary equipment and attire to insure the safety of the school staff members (i.e., goggles, gloves, gowns).
6. The School Committee will provide access to materials or equipment necessary to safely dispose of all materials used in performing these medical procedures.
7. The School Committee will follow the procedures outlined in 105 CMR 210.000 Administration of Prescription Medications in Private and Public Schools.
8. Pursuant to MGL C.258, S2, the School Committee will indemnify a school staff member who is found liable for injury suffered by a student as a result of health procedures rendered by the school staff member while acting within the scope of his/her official duties of employment.

**ARTICLE XXXII**  
**HEALTHY BUILDING LANGUAGE**

A copy of all reports on cleanliness and maintenance of HVAC, air quality and other reports pertaining to the health of each building will be kept in the library available for review.

**ARTICLE XXXIII**  
**WAIVER**

The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the School Committee and the Association for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

**ARTICLE XXXIV**  
**DURATION**

For purposes of this Agreement only, the Parties have negotiated a duration of January 1, 2004 through August 31, 2005, a period of twenty (20) months. Prior to the conclusion of the twenty (20) month period, the Parties will resume negotiations for a successor contract. It is understood that the School Committee agreed to enter into this Agreement in response to the Association's promise to negotiate the successor contract such that it will revert to a cycle ending on a December 31<sup>st</sup>. As such, it is expressly agreed that when the Parties resume negotiations for a successor contract, the Association agrees to negotiate a contract which will expire on a December 31<sup>st</sup>. In the event that the School Committee is agreeable to negotiating a term other than one ending on a December 31<sup>st</sup>, the Parties will be authorized to negotiate some alternative contract term.

**APPENDIX A  
TEACHER SALARY SCHEDULE**

**WORCESTER PUBLIC SCHOOLS  
TEACHERS (except Vocational School Trade Teachers & Vocational School Department  
Heads)**

School Volunteer Coordinator

DECEMBER 31, 2003

December 31, 2003

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	33,591	35,438	38,348	39,275	40,528	41,984	46,566
2	35,569	37,416	40,326	41,256	42,509	43,965	48,545
3	38,428	40,273	43,183	44,112	45,364	46,822	51,404
4	40,408	42,256	45,164	46,092	47,347	48,802	53,385
5	42,389	44,235	47,145	48,073	49,326	50,782	55,363
6	44,367	46,217	49,123	50,053	51,306	52,761	57,345
7	46,350	48,195	51,104	52,035	53,288	54,743	59,324
8	50,731	52,579	55,488	56,419	57,670	59,125	63,707
9	53,922	55,770	58,678	59,609	60,861	62,317	66,898

January 1, 2004 (+0.25%)

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	33,675	35,527	38,444	39,373	40,629	42,089	46,682
2	35,658	37,510	40,427	41,359	42,615	44,075	48,666
3	38,524	40,374	43,291	44,222	45,477	46,939	51,533
4	40,509	42,362	45,277	46,207	47,465	48,924	53,518
5	42,495	44,346	47,263	48,193	49,449	50,909	55,501
6	44,478	46,333	49,246	50,178	51,434	52,893	57,488
7	46,466	48,315	51,232	52,165	53,421	54,880	59,472
8	50,858	52,710	55,627	56,560	57,814	59,273	63,866
9	54,057	55,909	58,825	59,758	61,013	62,473	67,065

First day of 2004-2005 school year (+2.25%)

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	34,433	36,326	39,309	40,259	41,543	43,036	47,732
2	36,460	38,354	41,337	42,290	43,574	45,067	49,761
3	39,391	41,282	44,265	45,217	46,500	47,995	52,692
4	41,420	43,315	46,296	47,247	48,533	50,025	54,722
5	43,451	45,344	48,326	49,277	50,562	52,054	56,750
6	45,479	47,375	50,354	51,307	52,591	54,083	58,781
7	47,511	49,402	52,385	53,339	54,623	56,115	60,810
8	52,002	53,896	56,879	57,833	59,115	60,607	65,303
9	55,273	57,167	60,149	61,103	62,386	63,879	68,574

January 1, 2005 (+0.50%)

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	34,605	36,508	39,506	40,460	41,751	43,251	47,971
2	36,642	38,546	41,544	42,501	43,792	45,292	50,010
3	39,588	41,488	44,486	45,443	46,733	48,235	52,955
4	41,627	43,532	46,527	47,483	48,776	50,275	54,996
5	43,668	45,571	48,568	49,523	50,815	52,314	57,034
6	45,706	47,612	50,606	51,564	52,854	54,353	59,075
7	47,749	49,649	52,647	53,606	54,896	56,396	61,114
8	52,262	54,165	57,163	58,122	59,411	60,910	65,630
9	55,549	57,453	60,450	61,409	62,698	64,198	68,917

**WORCESTER PUBLIC SCHOOLS**  
**VOCATIONAL SCHOOL TRADE TEACHERS**

**December 31, 2003**

STEP	LEVEL1 BACH	LEVEL2 B+15	LEVEL2A	LEVEL3 MAST	LEVEL4 MA+15	LEVEL5 MA+30	LEVEL6 CAGS/2M	LEVEL 7 NO DOC	LEVEL7 DOC
1	33,591	35,438	36,400	38,348	39,275	40,528	41,984	43,422	46,566
2	35,569	37,416	38,381	40,326	41,256	42,509	43,965	45,402	48,545
3	38,428	40,273	41,238	43,183	44,112	45,364	46,822	48,262	51,404
4	40,408	42,256	43,218	45,164	46,092	47,347	48,802	50,241	53,385
5	42,389	44,235	45,196	47,145	48,073	49,326	50,782	52,220	55,363
6	44,367	46,217	47,178	49,123	50,053	51,306	52,761	54,202	57,345
7	46,350	48,195	49,161	51,104	52,035	53,288	54,743	56,180	59,324
8	50,731	52,579	53,542	55,488	56,419	57,670	59,125	60,565	63,707
9	53,922	55,770	56,733	58,678	59,609	60,861	62,317	63,756	66,898

**January 1, 2004 (+0.25%)**

STEP	LEVEL1 BACH	LEVEL2 B+15	LEVEL2A	LEVEL3 MAST	LEVEL4 MA+15	LEVEL5 MA+30	LEVEL6 CAGS/2M	LEVEL 7 NO DOC	LEVEL7 DOC
1	33,675	35,527	36,491	38,444	39,373	40,629	42,089	43,531	46,682
2	35,658	37,510	38,477	40,427	41,359	42,615	44,075	45,516	48,666
3	38,524	40,374	41,341	43,291	44,222	45,477	46,939	48,383	51,533
4	40,509	42,362	43,326	45,277	46,207	47,465	48,924	50,367	53,518
5	42,495	44,346	45,309	47,263	48,193	49,449	50,909	52,351	55,501
6	44,478	46,333	47,296	49,246	50,178	51,434	52,893	54,338	57,488
7	46,466	48,315	49,284	51,232	52,165	53,421	54,880	56,320	59,472
8	50,858	52,710	53,676	55,627	56,560	57,814	59,273	60,716	63,866
9	54,057	55,909	56,875	58,825	59,758	61,013	62,473	63,915	67,065

**First day of 2004-2005 school year (+2.25%)**

STEP	LEVEL1 BACH	LEVEL2 B+15	LEVEL2A	LEVEL3 MAST	LEVEL4 MA+15	LEVEL5 MA+30	LEVEL6 CAGS/2M	LEVEL 7 NO DOC	LEVEL7 DOC
1	34,433	36,326	37,312	39,309	40,259	41,543	43,036	44,510	47,732
2	36,460	38,354	39,343	41,337	42,290	43,574	45,067	46,540	49,761
3	39,391	41,282	42,271	44,265	45,217	46,500	47,995	49,472	52,692
4	41,420	43,315	44,301	46,296	47,247	48,533	50,025	51,500	54,722
5	43,451	45,344	46,328	48,326	49,277	50,562	52,054	53,529	56,750
6	45,479	47,375	48,360	50,354	51,307	52,591	54,083	55,561	58,781
7	47,511	49,402	50,393	52,385	53,339	54,623	56,115	57,587	60,810
8	52,002	53,896	54,884	56,879	57,833	59,115	60,607	62,082	65,303
9	55,273	57,167	58,155	60,149	61,103	62,386	63,879	65,353	68,574

**January 1, 2005 (+0.50%)**

STEP	LEVEL1 BACH	LEVEL2 B+15	LEVEL2A	LEVEL3 MAST	LEVEL4 MA+15	LEVEL5 MA+30	LEVEL6 CAGS/2M	LEVEL 7 NO DOC	LEVEL7 DOC
1	34,605	36,508	37,499	39,506	40,460	41,751	43,251	44,733	47,971
2	36,642	38,546	39,540	41,544	42,501	43,792	45,292	46,773	50,010
3	39,588	41,488	42,482	44,486	45,443	46,733	48,235	49,719	52,955
4	41,627	43,532	44,523	46,527	47,483	48,776	50,275	51,758	54,996
5	43,668	45,571	46,560	48,568	49,523	50,815	52,314	53,797	57,034
6	45,706	47,612	48,602	50,606	51,564	52,854	54,353	55,839	59,075
7	47,749	49,649	50,645	52,647	53,606	54,896	56,396	57,875	61,114
8	52,262	54,165	55,158	57,163	58,122	59,411	60,910	62,392	65,630
9	55,549	57,453	58,446	60,450	61,409	62,698	64,198	65,680	68,917

Only those teachers who have been on Step 8 for one full school year or more will advance to Step 9.

A teacher entering the System other than on step one, will be placed on the appropriate step of the Salary Schedule minus the professional teacher status increment which he/she will receive upon attaining professional teacher status in the system.

Payments for Levels of Training in addition to the Bachelor's Degree will be as follows:

(Teachers and administrators with two or more Masters Degrees shall be placed on the CAGS salary column.)

\*\*These 15 credits must be obtained in the teacher's major area of concentration, such courses to be approved by the Principal, Supervisor, and Assistant Superintendent for Education, and filed with the Director of Professional Personnel. In exceptional cases, courses not in the teacher's area of concentration may be accepted if designated and/or approved by the Superintendent.

Six credits will be accepted for courses started between September 1, 1966 and April 1, 1969, but the remaining nine credits must be for courses started after April 1, 1969.

Teachers completing the course requirements for all levels of training above the Bachelor's Degree shall receive the above stated differentials as follows:

1. For courses completed in the Fall semester, payment will be effective February 1.
2. For courses completed in the Spring Semester, and Summer Session, payment will be effective September 1.

Restrictions for credits beyond the Bachelor's Degree apply only to Bachelor's plus 15 and Master's plus 15. The current practice for approval of courses towards Master's Degree, and Master's plus 30 remains unchanged.

Vocational Agriculture Teachers shall be paid, in addition to the regular teachers salary, 10% of the Bachelors Degree salary at the appropriate step. Credit for advanced degrees to be paid in accordance with the regular schedule.

Said teachers will be reimbursed for mileage expenses in accordance with the provisions of Article IX, Section D.

**WORCESTER PUBLIC SCHOOLS**  
**VOCATIONAL SCHOOL DEPARTMENT HEADS**

**December 31, 2003**

	LEVEL1	LEVEL2	LEVEL2A	LEVEL3	LEVEL4	LEVEL5	LEVEL6	LEVEL 7	LEVEL7
STEP	BACH	B+15		MAST	MA+15	MA+30	CAGS/2M	NO DOC	DOC
1	42,946	44,790	45,755	47,701	48,632	49,884	51,340	52,778	55,920
2	44,936	46,780	47,746	49,691	50,622	51,874	53,329	54,766	57,910
3	46,919	48,764	49,728	51,674	52,605	53,856	55,313	56,751	59,893
4	48,902	50,745	51,712	53,656	54,587	55,841	57,296	58,734	61,877
5	50,893	52,737	53,703	55,648	56,578	57,831	59,286	60,724	63,867
6	52,874	54,717	55,683	57,628	58,559	59,811	61,267	62,703	65,846
7	55,283	57,128	58,094	60,038	60,970	62,222	63,676	65,114	68,257
8	58,123	59,967	60,934	62,879	63,808	65,061	66,518	67,955	71,097

**January 1, 2004 (+0.25%)**

	LEVEL1	LEVEL2	LEVEL2A	LEVEL3	LEVEL4	LEVEL5	LEVEL6	LEVEL 7	LEVEL7
STEP	BACH	B+15		MAST	MA+15	MA+30	CAGS/2M	NO DOC	DOC
1	43,053	44,902	45,869	47,820	48,754	50,009	51,468	52,910	56,060
2	45,048	46,897	47,865	49,815	50,749	52,004	53,462	54,903	58,055
3	47,036	48,886	49,852	51,803	52,737	53,991	55,451	56,893	60,043
4	49,024	50,872	51,841	53,790	54,723	55,981	57,439	58,881	62,032
5	51,020	52,869	53,837	55,787	56,719	57,976	59,434	60,876	64,027
6	53,006	54,854	55,822	57,772	58,705	59,961	61,420	62,860	66,011
7	55,421	57,271	58,239	60,188	61,122	62,378	63,835	65,277	68,428
8	58,268	60,117	61,086	63,036	63,968	65,224	66,684	68,125	71,275

First day of 2004-2005 school year (+2.25%)

	LEVEL1	LEVEL2	LEVEL2A	LEVEL3	LEVEL4	LEVEL5	LEVEL6	LEVEL 7	LEVEL7
STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	NO DOC	DOC	DOC
1	44,022	45,912	46,901	48,896	49,851	51,134	52,626	54,100	57,321
2	46,062	47,952	48,942	50,936	51,891	53,174	54,665	56,138	59,361
3	48,094	49,986	50,974	52,969	53,924	55,206	56,699	58,173	61,394
4	50,127	52,017	53,007	55,000	55,954	57,241	58,731	60,206	63,428
5	52,168	54,059	55,048	57,042	57,995	59,280	60,771	62,246	65,468
6	54,199	56,088	57,078	59,072	60,026	61,310	62,802	64,274	67,496
7	56,668	58,560	59,549	61,542	62,497	63,782	65,271	66,746	69,968
8	59,579	61,470	62,460	64,454	65,407	66,692	68,184	69,658	72,879

January 1, 2005 (+0.50%)

	LEVEL 1	LEVEL 2	LEVEL2A	LEVEL 3	LEVEL4	LEVEL 5	LEVEL6	LEVEL 7	LEVEL7
STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	NO DOC	DOC	DOC
1	44,242	46,142	47,136	49,140	50,100	51,390	52,889	54,371	57,608
2	46,292	48,192	49,187	51,191	52,150	53,440	54,938	56,419	59,658
3	48,334	50,236	51,229	53,234	54,194	55,482	56,982	58,464	61,701
4	50,378	52,277	53,272	55,275	56,234	57,527	59,025	60,507	63,745
5	52,429	54,329	55,323	57,327	58,285	59,576	61,075	62,557	65,795
6	54,470	56,368	57,363	59,367	60,326	61,617	63,116	64,595	67,833
7	56,951	58,853	59,847	61,850	62,809	64,101	65,597	67,080	70,318
8	59,877	61,777	62,772	64,776	65,734	67,025	68,525	70,006	73,243

**APPENDIX A-1**  
**ELEMENTARY NON-TEACHING ASSISTANT PRINCIPALS**

December 31, 2003

receives \$8,336 above teacher's salary

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	41,927	43,774	46,684	47,611	48,864	50,320	54,902
2	43,905	45,752	48,662	49,592	50,845	52,301	56,881
3	46,764	48,609	51,519	52,448	53,700	55,158	59,740
4	48,744	50,592	53,500	54,428	55,683	57,138	61,721
5	50,725	52,571	55,481	56,409	57,662	59,118	63,699
6	52,703	54,553	57,459	58,389	59,642	61,097	65,681
7	54,686	56,531	59,440	60,371	61,624	63,079	67,660
8	59,067	60,915	63,824	64,755	66,006	67,461	72,043
9	62,258	64,106	67,014	67,945	69,197	70,653	75,234

1-Jan-04

receives \$8,336 above teacher's salary

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	42,011	43,863	46,780	47,709	48,965	50,425	55,018
2	43,994	45,846	48,763	49,695	50,951	52,411	57,002
3	46,860	48,710	51,627	52,558	53,813	55,275	59,869
4	48,845	50,698	53,613	54,543	55,801	57,260	61,854
5	50,831	52,682	55,599	56,529	57,785	59,245	63,837
6	52,814	54,669	57,582	58,514	59,770	61,229	65,824
7	54,802	56,651	59,568	60,501	61,757	63,216	67,808
8	59,194	61,046	63,963	64,896	66,150	67,609	72,202
9	62,393	64,245	67,161	68,094	69,349	70,809	75,401

**First day of 2004-2005 school year  
receives \$8,336 above teacher's salary**

<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
1	42,769	44,662	47,645	48,595	49,879	51,372	56,068
2	44,796	46,690	49,673	50,626	51,910	53,403	58,097
3	47,727	49,618	52,601	53,553	54,836	56,331	61,028
4	49,756	51,651	54,632	55,583	56,869	58,361	63,058
5	51,787	53,680	56,662	57,613	58,898	60,390	65,086
6	53,815	55,711	58,690	59,643	60,927	62,419	67,117
7	55,847	57,738	60,721	61,675	62,959	64,451	69,146
8	60,338	62,232	65,215	66,169	67,451	68,943	73,639
9	63,609	65,503	68,485	69,439	70,722	72,215	76,910

**January 1, 2005  
receives \$8,336 above teacher's salary**

**JA2**

<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
1	42,941	44,844	47,842	48,796	50,087	51,587	56,307
2	44,978	46,882	49,880	50,837	52,128	53,628	58,346
3	47,924	49,824	52,822	53,779	55,069	56,571	61,291
4	49,963	51,868	54,863	55,819	57,112	58,611	63,332
5	52,004	53,907	56,904	57,859	59,151	60,650	65,370
6	54,042	55,948	58,942	59,900	61,190	62,689	67,411
7	56,085	57,985	60,983	61,942	63,232	64,732	69,450
8	60,598	62,501	65,499	66,458	67,747	69,246	73,966
9	63,885	65,789	68,786	69,745	71,034	72,534	77,253

**APPENDIX B**

**ADMINISTRATIVE POSITIONS--GROUP I**

**December 31, 2003**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	53,210	60,149	61,602	66,186
2	55,306	62,244	63,699	68,280
3	57,403	64,340	65,793	70,378
4	59,499	66,436	67,893	72,475
5	61,594	68,531	69,988	74,569
6	64,478	71,417	72,874	77,454

**January 1, 2004 (+0.25%)**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	53,343	60,299	61,756	66,351
2	55,444	62,400	63,858	68,451
3	57,547	64,501	65,957	70,554
4	59,648	66,602	68,063	72,656
5	61,748	68,702	70,163	74,755
6	64,639	71,596	73,056	77,648

**First day of 2004-2005 school year (+2.25%)**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	54,543	61,656	63,146	67,844
2	56,691	63,804	65,295	69,991
3	58,842	65,952	67,441	72,141
4	60,990	68,101	69,594	74,291
5	63,137	70,248	71,742	76,437
6	66,093	73,207	74,700	79,395

**January 1, 2005 (+0.50%)**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	54,816	61,964	63,462	68,183
2	56,974	64,123	65,621	70,341
3	59,136	66,282	67,778	72,502
4	61,295	68,442	69,942	74,662
5	63,453	70,599	72,101	76,819
6	66,423	73,573	75,074	79,792

**WORCESTER PUBLIC SCHOOLS**  
**ADMINISTRATIVE POSITIONS - GROUP II**

**December 31, 2003**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	55,306	62,244	63,699	68,280
2	57,403	64,340	65,793	70,378
3	59,499	66,436	67,893	72,475
4	61,594	68,531	69,988	74,569
5	63,692	70,629	72,086	76,667
6	66,576	73,514	74,969	79,551

**January 1, 2004 (+0.25%)**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	55,444	62,400	63,858	68,451
2	57,547	64,501	65,957	70,554
3	59,648	66,602	68,063	72,656
4	61,748	68,702	70,163	74,755
5	63,851	70,806	72,266	76,859
6	66,742	73,698	75,156	79,750

**First Day of 2004-2005 school year (+2.25%)**

Step	Base	M+30	CAGS/2M	D
1	56,691	63,804	65,295	69,991
2	58,842	65,952	67,441	72,141
3	60,990	68,101	69,594	74,291
4	63,137	70,248	71,742	76,437
5	65,288	72,399	73,892	78,588
6	68,244	75,356	76,847	81,544

**January 1, 2005 (+0.50%)**

Step	Base	M+30	CAGS/2M	D
1	56,974	64,123	65,621	70,341
2	59,136	66,282	67,778	72,502
3	61,295	68,442	69,942	74,662
4	63,453	70,599	72,101	76,819
5	65,614	72,761	74,261	78,981
6	68,585	75,733	77,231	81,952

**WORCESTER PUBLIC SCHOOLS**

**ADMINISTRATIVE POSITIONS—GROUP III**

**December 31, 2003**

Step	Base	M+30	CAGS/2M	D
1	61,594	68,530	69,987	74,569
2	63,691	70,629	72,086	76,667
3	65,787	72,725	74,179	78,764
4	67,883	74,821	76,277	80,859
5	69,980	76,919	78,374	82,956
6	72,079	79,014	80,470	85,051
7	74,961	81,900	83,354	87,935

**January 1, 2004 (+0.25%)**

Step	Base	M+30	CAGS/2M	D
1	61,748	68,701	70,162	74,755
2	63,850	70,806	72,266	76,859
3	65,951	72,907	74,364	78,961
4	68,053	75,008	76,468	81,061
5	70,155	77,111	78,570	83,163
6	72,259	79,212	80,671	85,264
7	75,148	82,105	83,562	88,155

**First day of 2004-2005 school year (+2.25%)**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	63,137	70,247	71,741	76,437
2	65,287	72,399	73,892	78,588
3	67,435	74,547	76,037	80,738
4	69,584	76,696	78,189	82,885
5	71,733	78,846	80,338	85,034
6	73,885	80,994	82,486	87,182
7	76,839	83,952	85,442	90,138

**January 1, 2005 (+0.50%)**

**G32**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	63,453	70,598	72,100	76,819
2	65,613	72,761	74,261	78,981
3	67,772	74,920	76,417	81,142
4	69,932	77,079	78,580	83,299
5	72,092	79,240	80,740	85,459
6	74,254	81,399	82,898	87,618
7	77,223	84,372	85,869	90,589

Athletic Director

**ADMINISTRATIVE POSITIONS - GROUP IV**

**December 31, 2003**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	61,594	68,530	69,987	74,569
2	63,691	70,629	72,086	76,667
3	65,787	72,725	74,179	77,671
4	67,883	74,821	76,277	80,859
5	69,980	76,919	78,374	82,956
6	72,079	79,014	80,470	85,051
7	74,172	81,111	82,565	87,147
8	78,366	85,303	86,758	91,340
9	81,248	88,187	89,645	94,224

**January 1, 2004 (+0.25%)**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	61,748	68,701	70,162	74,755
2	63,850	70,806	72,266	76,859
3	65,951	72,907	74,364	77,865
4	68,053	75,008	76,468	81,061
5	70,155	77,111	78,570	83,163
6	72,259	79,212	80,671	85,264
7	74,357	81,314	82,771	87,365
8	78,562	85,516	86,975	91,568
9	81,451	88,407	89,869	94,460

**ADMINISTRATIVE POSITIONS  
ALTERNATIVE AND COMP SKILLS CENTER -GROUP IV**

**First day of 2004-2005 school year (+2.25%)**

Step	Base	M+30	CAGS/2M	D
1	63,137	70,247	71,741	76,437
2	65,287	72,399	73,892	78,588
3	67,435	74,547	76,037	79,617
4	69,584	76,696	78,189	82,885
5	71,733	78,846	80,338	85,034
6	73,885	80,994	82,486	87,182
7	76,030	83,144	84,633	89,331
8	80,330	87,440	88,932	93,628
9	83,284	90,396	91,891	96,585

**January 1, 2005 (+0.50%)**

**G42**

Step	Base	M+30	CAGS/2M	D
1	63,453	70,598	72,100	76,819
2	65,613	72,761	74,261	78,981
3	67,772	74,920	76,417	80,015
4	69,932	77,079	78,580	83,299
5	72,092	79,240	80,740	85,459
6	74,254	81,399	82,898	87,618
7	76,410	83,560	85,056	89,778
8	80,732	87,877	89,377	94,096
9	83,700	90,848	92,350	97,068

Admin. Asst. to Special Ed. Director  
System wide Student Assignment Officer  
Lead Teacher (as of 9/22/03)(193 days stretch paid)

Grant Developer/Writer  
Development Specialist  
Secondary Assistant Principals

**December 31, 2003**

Step	Base	M+30	CAGS/2M	D
1	63,134	70,243	71,737	76,356
2	65,283	72,396	73,888	78,506
3	67,433	74,544	76,035	80,656
4	69,581	76,690	78,184	82,803
5	71,730	78,842	80,334	84,953
6	73,882	80,990	82,482	87,100
7	76,027	83,139	84,631	89,248
8	80,325	87,435	88,927	93,545
9	83,259	90,372	91,867	96,481

**January 1, 2004 (+0.25%)**

Step	Base	M+30	CAGS/2M	D
1	63,292	70,419	71,916	76,547
2	65,446	72,577	74,073	78,702
3	67,602	74,730	76,225	80,858
4	69,755	76,882	78,379	83,010
5	71,909	79,039	80,535	85,165
6	74,067	81,192	82,688	87,318
7	76,217	83,347	84,843	89,471
8	80,526	87,654	89,149	93,779
9	83,467	90,598	92,097	96,722

205 Day Work Year

**First day of 2004-2005 school year (+2.25%)**

Step	Base	M+30	CAGS/2M	D
1	64,716	72,003	73,534	78,269
2	66,919	74,210	75,740	80,473
3	69,123	76,411	77,940	82,677
4	71,324	78,612	80,143	84,878
5	73,527	80,817	82,347	87,081
6	75,734	83,019	84,548	89,283
7	77,932	85,222	86,752	91,484
8	82,338	89,626	91,155	95,889
9	85,345	92,636	94,169	98,898

**January 1, 2005 (+0.50%)**

<b>G4E</b>				
Step	Base	M+30	CAGS/2M	D
1	65,040	72,363	73,902	78,660
2	67,254	74,581	76,119	80,875
3	69,469	76,793	78,330	83,090
4	71,681	79,005	80,544	85,302
5	73,895	81,221	82,759	87,516
6	76,113	83,434	84,971	89,729
7	78,322	85,648	87,186	91,941
8	82,750	90,074	91,611	96,368
9	85,772	93,099	94,640	99,392

**WORCESTER PUBLIC SCHOOLS  
ADMINISTRATIVE POSITIONS—GROUP IVA**

**December 31, 2003**

Step	Base	M+30	CAGS/2M	D
1	61,594	68,530	69,987	74,569
2	63,691	70,629	72,086	76,667
3	65,787	72,725	74,179	78,764
4	67,883	74,821	76,277	80,859
5	69,980	76,919	78,374	82,956
6	72,079	79,014	80,470	85,051
7	74,172	81,111	82,565	87,147
8	77,057	83,995	85,451	90,033

**January 1, 2004 (+0.25%)**

Step	Base	M+30	CAGS/2M	D
1	61,748	68,701	70,162	74,755
2	63,850	70,806	72,266	76,859
3	65,951	72,907	74,364	78,961
4	68,053	75,008	76,468	81,061
5	70,155	77,111	78,570	83,163
6	72,259	79,212	80,671	85,264
7	74,357	81,314	82,771	87,365
8	77,250	84,205	85,665	90,258

**First day of 2004-2005 school year (+2.25%)**

Step	Base	M+30	CAGS/2M	D
1	63,137	70,247	71,741	76,437
2	65,287	72,399	73,892	78,588
3	67,435	74,547	76,037	80,738
4	69,584	76,696	78,189	82,885
5	71,733	78,846	80,338	85,034
6	73,885	80,994	82,486	87,182
7	76,030	83,144	84,633	89,331
8	78,988	86,100	87,592	92,289

**January 1, 2005 (+0.50%)**

Step	Base	M+30	CAGS/2M	D
1	63,453	70,598	72,100	76,819
2	65,613	72,761	74,261	78,981
3	67,772	74,920	76,417	81,142
4	69,932	77,079	78,580	83,299
5	72,092	79,240	80,740	85,459
6	74,254	81,399	82,898	87,618
7	76,410	83,560	85,056	89,778
8	79,383	86,531	88,030	92,750

**WORCESTER PUBLIC SCHOOLS  
ADMINISTRATIVE POSITIONS--GROUP V**

**December 31, 2003**

Step	Base	M+30	CAGS/2M	D
1	67,461	74,396	75,852	80,435
2	69,555	76,494	77,951	82,531
3	71,653	78,588	80,046	84,629
4	73,748	80,687	82,141	86,723
5	75,844	82,782	84,239	88,818
6	77,941	84,880	86,336	90,916
7	80,038	86,974	88,431	93,012
8	82,921	89,861	91,315	95,896

**January 1, 2004 (+0.25%)**

Step	Base	M+30	CAGS/2M	D
1	67,630	74,582	76,042	80,636
2	69,729	76,685	78,146	82,737
3	71,832	78,784	80,246	84,841
4	73,932	80,889	82,346	86,940
5	76,034	82,989	84,450	89,040
6	78,136	85,092	86,552	91,143
7	80,238	87,191	88,652	93,245
8	83,128	90,086	91,543	96,136

**First day of 2004-2005 school year (+2.25%)**

Step	Base	M+30	CAGS/2M	D
1	69,152	76,260	77,753	82,450
2	71,298	78,410	79,904	84,599
3	73,448	80,557	82,052	86,750
4	75,595	82,709	84,199	88,896
5	77,745	84,856	86,350	91,043
6	79,894	87,007	88,499	93,194
7	82,043	89,153	90,647	95,343
8	84,998	92,113	93,603	98,299

**January 1, 2005 (+0.50%)**

Step	Base	M+30	CAGS/2M	D
1	69,498	76,641	78,142	82,862
2	71,654	78,802	80,304	85,022
3	73,815	80,960	82,462	87,184
4	75,973	83,123	84,620	89,340
5	78,134	85,280	86,782	91,498
6	80,293	87,442	88,941	93,660
7	82,453	89,599	91,100	95,820
8	85,423	92,574	94,071	98,790

Director of Bilingual	Assistant Director (Shops)
Director of Transportation	Director of Health & Physical Education
Director of Extension Programs	Director of Title I
Coordinator Cou Psy Com Outreach	Assistant Director of Special Education
Director of Occupational Education	Coordinator of Team Eval Chairpersons
Acting Project Director of Safe Schools / Healthy Students Grant	

**WORCESTER PUBLIC SCHOOLS**

**ADMINISTRATIVE POSITIONS--GROUP VI**

**December 31, 2003**

Step	Base	M+30	CAGS/2M	D
1	69,744	76,658	78,137	82,718
2	71,838	78,776	80,231	84,816
3	73,935	80,874	82,329	86,911
4	76,033	82,970	84,425	89,009
5	78,130	85,066	86,523	91,104
6	80,223	87,165	88,618	93,201
7	82,323	89,260	90,713	95,300
8	86,516	93,451	94,907	99,491
9	89,398	96,337	97,792	102,373

**January 1, 2004 (+0.25%)**

Step	Base	M+30	CAGS/2M	D
1	69,918	76,850	78,332	82,925
2	72,018	78,973	80,432	85,028
3	74,120	81,076	82,535	87,128
4	76,223	83,177	84,636	89,232
5	78,325	85,279	86,739	91,332
6	80,424	87,383	88,840	93,434
7	82,529	89,483	90,940	95,538
8	86,732	93,685	95,144	99,740
9	89,621	96,578	98,036	102,629

**First day of 2004-2005 school year (+2.25%)**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	71,491	78,579	80,094	84,791
2	73,638	80,750	82,242	86,941
3	75,788	82,900	84,392	89,088
4	77,938	85,048	86,540	91,240
5	80,087	87,198	88,691	93,387
6	82,234	89,349	90,839	95,536
7	84,386	91,496	92,986	97,688
8	88,683	95,793	97,285	101,984
9	91,637	98,751	100,242	104,938

**January 1, 2005 (+0.50%)**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	71,848	78,972	80,494	85,215
2	74,006	81,154	82,653	87,376
3	76,167	83,315	84,814	89,533
4	78,328	85,473	86,973	91,696
5	80,487	87,634	89,134	93,854
6	82,645	89,796	91,293	96,014
7	84,808	91,953	93,451	98,176
8	89,126	96,272	97,771	102,494
9	92,095	99,245	100,743	105,463

Positions: Director of Special Education

**WORCESTER PUBLIC SCHOOLS**

**ADMINISTRATIVE POSITIONS--GROUP VII**

**December 31, 2003**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	74,154	81,092	82,546	87,129
2	76,251	83,189	84,645	89,226
3	78,348	85,284	86,741	91,323
4	80,443	87,381	88,835	93,420
5	82,541	89,479	90,934	95,517
6	84,637	91,575	93,029	97,613
7	86,732	93,670	95,126	99,708
8	91,714	98,652	100,107	104,689

**January 1, 2004 (+0.25%)**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	74,339	81,295	82,752	87,347
2	76,442	83,397	84,857	89,449
3	78,544	85,497	86,958	91,551
4	80,644	87,599	89,057	93,654
5	82,747	89,703	91,161	95,756
6	84,849	91,804	93,262	97,857
7	86,949	93,904	95,364	99,957
8	91,943	98,899	100,357	104,951

**First day of 2004-2005 school year (+2.25%)**

Step	Base	M+30	CAGS/2M	D
1	76,012	83,124	84,614	89,312
2	78,162	85,273	86,766	91,462
3	80,311	87,421	88,915	93,611
4	82,458	89,570	91,061	95,761
5	84,609	91,721	93,212	97,911
6	86,758	93,870	95,360	100,059
7	88,905	96,017	97,510	102,206
8	94,012	101,124	102,615	107,312

**January 1, 2005 (+0.50%)**

Step	Base	M+30	CAGS/2M	D
1	76,392	83,540	85,037	89,759
2	78,553	85,699	87,200	91,919
3	80,713	87,858	89,360	94,079
4	82,870	90,018	91,516	96,240
5	85,032	92,180	93,678	98,401
6	87,192	94,339	95,837	100,559
7	89,350	96,497	97,998	102,717
8	94,482	101,630	103,128	107,849

**APPENDIX C**  
**EXTRA - PAID POSITIONS**

**I. TEACHER DIFFERENTIALS**

- A. The rates of pay for Department Heads and other extra-curricular positions are as follows:

DEPARTMENT HEADS - Effective September 1, 1995:

Category 1 (0-9 teachers) - \$1500 above the regular salary

Category 2 (10-15 teachers) - \$2000 above the regular salary

Category 3 (16 and over) - \$2600 above the regular salary

\*As of 9/1/01 there will be special education department head positions with no diminished teaching load. Compensation at the rate indicated in Appendix C. This does not apply to the Alternative School and Comprehensive Skill Center.

READING CONSULTANTS - \$2400 above the salary of a classroom teacher.

CHAIRMAN OF DEPARTMENT HEADS - \$1800 above the regular salary.

COORDINATOR OF DEPARTMENT HEADS, CITY-WIDE - \$1920 above the regular salary.

AGRICULTURAL TEACHERS - receive 10% additional on Bachelor's level (per Appendix A, Section D).

ASSISTANT TO THE DIRECTOR-BILINGUAL - Regular salary plus 25% of regular salary.

FISCAL MONITOR - Regular salary plus 25% of regular salary.

T. V. INSTRUCTOR - Effective September 1, 1997 - \$2678

CURRICULUM SPECIALISTS, Occupational Education -  
Effective September 1, 1997 - \$1406

DIFFERENTIAL FOR THE FOLLOWING GROUPS:

Remedial Reading - Effective September 1, 1997 - \$769

Head Guidance Counselor - Effective September 1, 1998 - \$2500

The stipend includes payment for 20 hours worked the week before and the 20 hours worked the week after the school year.

**CHAPTER I HEAD TEACHERS -**

Effective September 1, 1997 - \$2678 above the salary of a classroom teacher.

**\*TEACHERS OF SPECIAL CLASS, WHICH INCLUDE:**

Moderate Needs	Home and Hospital Bound
Learning Disabilities	Occupational Therapist
Behavior Modification	Physical Therapist
Speech Therapist	Pre-School
Physically Handicapped	Multiply Impaired
Deaf	Autistic
Hearing Impaired	Alternative Classes
Severely Impaired	Cybernetics
Visually Impaired/Peripathologist	

\$500 above the regular salary

\*Effective 9/1/72 bonus no longer offered to new special teachers.

TEAM EVALUATION CHAIRPERSON - \$5575 (effective 9/1/98) in addition to whatever step teacher is on. (Teacher work year, plus 10 days.)

CURRICULUM LIAISONS - Effective September 1998 - \$2235 includes summer work of sixty (60) hours.

**SENIOR HIGH SCHOOL ADVISORS:**

	<u>9/1/97</u>	<u>9/1/97</u>	<u>9/1/97</u>
Yearbook	1198	1198	1198
Yearbook Business Manager	769	769	769
Student Newspaper	982	982	982
Student Council	982	982	982
Senior Class	1198	1198	1198
Junior Class	1198	1198	1198
Sophomore Class	769	769	769
Freshman Class	769	769	769
Cheerleaders (season)	982	982	982
Math League - per competition			
Varsity	982	982	982
Junior Varsity	769	769	769
Academic Olympics	982	982	982
<b><u>COACHES:</u></b>			
Drama Club	982	982	982
Debate Club	769	769	769
Student Congress	769	769	769

Musical Play Director	530	530	530
TREASURER OF SCHOOL ACTIVITIES	1061	1061	1061

\*SYMPHONY ORCHESTRA COACHES - per session - \$40

\*A session consists of three hours and meets once a week.

**MIDDLE SCHOOL ADVISORS:**

Effective September 1998

Yearbook - \$600
Newspaper - \$600
Treasurer/Student Accounts - \$600

- B. Teachers assigned to ALTERNATIVE SCHOOLS shall be paid an additional stipend of \$3,250 per year effective 9/1/98. This extra stipend also applies to counselors, psychologists, full-time long-term subs, and physical ed teachers (pro-rata); this also applies to the Fanning Building. The Superintendent retains the exclusive right to appoint these teachers on an annual basis from the pool of applicants. Said staffing decisions will not be subject to the grievance and arbitration procedure.
- C. Team Evaluation Chairpeople will be hired on an as-needed basis for any work needed beyond their normal work year. The chairpeople would be paid per diem for this work. That per diem would be determined by dividing their current annual salary by the number of days they are required to work (pupil session days plus 10). Extra days would be assigned by seniority except in cases where chairpeople would have specific skills such as Bilingual, Early Childhood, etc. Exception to seniority would also be made in those cases already assigned to a particular team chairperson.
- D. **ELEMENTARY ASSISTANTS TO THE PRINCIPAL:**  
  
Elementary Teaching Assistants to the Principal shall receive a salary differential in the amount of \$6,836 effective 9/1/01; \$7,586 effective 9/1/02 and \$8,336 effective 9/1/03. In addition, the Superintendent, at his/her discretion, may require elementary assistant principals to perform administrative tasks for two and one-half (2 1/2) hours immediately at the end of the work day on a one (1) day per week basis to serve the needs of the school system.  
  
Non-Teaching Assistant Principals - Same stipend increase and increased time as above, new Appendix A-1 created.
- E. Effective January 1, 2004, to June 30, 2004, the parties agree to the following stipends:

1. Title I Afterschool Academic Program Teacher Stipend - \$1,300  
(Teachers work three (3) days per week for fifteen (15) weeks.)
2. Title I Afterschool Academic Program Site Administrator Stipend - \$1,500  
(Site Administrators work three (3) days per week for fifteen (15) weeks.)
3. MCAS Afterschool Teacher Stipend - \$875  
(Teachers work two (2) days per week for fifteen (15) weeks.)
4. MCAS Afterschool Site Administrator Stipend - \$1,000  
(Site Administrators work two (2) days per week for fifteen (15) weeks.)

II. HOURLY RATE FOR AFTER SCHOOL PROGRAMS, SUMMER SCHOOL, ETC.  
AND OTHER MISCELLANEOUS POSITIONS:

A.	Holistic Scorers	9/1/01	9/1/02	9/1/03
	Curricular Writers	\$25.00	\$28.00	\$30.00
	Workshops			
	Community School After School Program			
B.	<b>EVENING SCHOOL:</b>			
	<u>High School</u>	9/1/01	9/1/02	9/1/03
	Principal	\$30.00	\$33.00	\$35.00
	Assistant Principal	\$30.00	\$33.00	\$35.00
	Teacher	\$25.00	\$28.00	\$30.00
	<u>Adult Basic Education</u>	\$25.00	\$28.00	\$30.00
C.	<b>SUMMER SCHOOL</b>			
	Principal	\$30.00	\$33.00	\$35.00
	Assistant Principal	\$30.00	\$33.00	\$35.00
	Teacher	\$25.00	\$28.00	\$30.00
	<b>SPECIAL EDUCATION SUMMER SCHOOL</b>			
	Head Teacher	\$30.00	\$33.00	\$35.00
	Teacher	\$25.00	\$28.00	\$30.00

- III. Physical Therapists - Same Salary as Teachers  
Occupational Therapists - Same Salary as Teachers

**APPENDIX D**  
**ATHLETICS- COACHES SALARY SCHEDULE**

FIRST DAY OF SCHOOL 2002 (EXCEPT VOCATIONAL SCHOOL)	raise	Step 1	Step 2	Step 3
Varsity Football	500	3,925	4,254	4,584
Assistant JV Football	300	2,260	2,479	2,699
Freshman Football	300	2,260	2,479	2,699
Varsity Soccer B/G	400	2,940	3,049	3,159
JV Soccer B/G	300	2,002	2,111	2,221
Varsity Field Hockey	400	2,719	3,049	3,159
JV Field Hockey	300	2,002	2,111	2,221
Cross Country	300	2,327	2,436	2,546
Volleyball B/G	300	2,327	2,436	2,546
Golf B/G	300	2,021	2,130	2,241
Varsity Basketball B/G	400	3,714	3,823	3,933
JV Basketball B/G	300	2,361	2,470	2,584
Freshman Basketball	300	2,361	2,470	2,584
Indoor Track	300	2,327	2,436	2,546
Varsity Hockey	400	3,714	3,823	3,933
Asst./JV Hockey	300	2,364	2,473	2,584
Swimming B/G	300	3,511	3,620	3,730
Wrestling	300	2,936	3,045	3,155
Varsity Baseball	400	3,036	3,145	3,255
JV Baseball	300	2,021	2,130	2,241
Varsity Softball	400	3,036	3,145	3,255
JV Softball	300	2,021	2,130	2,241
Tennis B/G	300	2,049	2,158	2,268
Outdoor Track	300	2,584	2,693	2,803
Lacrosse B/G	300	2,833	2,942	3,052
JV Lacrosse	300	2,002	2,111	2,221
Crew Fall/Spring	300	2,833	2,942	3,052
Head Crew Coach	500			3,552
High School Intramurals		788		
Middle School Basketball		788		
Middle School Intramurals		788		
Middle School Coordinator		879		
Unified Sports		788		
Unified Sports Coordinator		879		
Elementary School Coaches		788		
Elementary League		1061		

Directors  
 Elementary Coordinator  
 Athletic Director

879

80

**FIRST DAY OF SCHOOL 2002**  
**VOCATIONAL SCHOOL ONLY**

	<b>raise</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Varsity Football	500	3,812	4,153	4,496
Assistant JV Football	300	2,241	2,469	2,699
Freshman Football				
Varsity Soccer B/G				
JV Soccer B/G				
Varsity Field Hockey	400	2,799	2,912	3,027
JV Field Hockey				
Cross Country	300	2,356	2,469	2,584
Volleyball B/G				
Golf B/G	300	2,013	2,127	2,241
Varsity Basketball B/G	400	3,597	3,712	3,826
JV Basketball B/G				
Freshman Basketball	300	2,356	2,469	2,584
Indoor Track				
Varsity Hockey	400	3,597	3,712	3,719
Asst./JV Hockey	300	2,356	2,469	2,584
Swimming B/G				
Wrestling	300			3,155
Varsity Baseball	400	3,027	3,138	3,255
JV Baseball	300	2,013	2,127	2,241
Varsity Softball	400	3,027	3,138	3,255
JV Softball	300	2,013	2,127	2,241
Tennis B/G				
Outdoor Track				
Lacrosse B/G				
JV Lacrosse				
Crew Fall/Spring				
High School Intramurals				
Middle School Basketball				
Middle School Intramurals				
Middle School Coordinator				
Unified Sports				
Unified Sports Coordinator				
Elementary School Coaches				
Elementary League Directors				
Elementary Coordinator				
Athletic Director				

81

**APPENDIX E**  
**SUPERVISORS OF ATTENDANCE**

- I. Recognition: For the purpose of collective bargaining, with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, the processing of grievances, and any questions arising there under, the Committee recognizes the Massachusetts Teachers Association/Educational Association of Worcester as the exclusive bargaining agent and representative of all employees entitled Supervisors of Attendance, but specifically excluding secretaries, department heads, and counselors.
- II. Grievance Procedure: A grievance is defined as a violation of the express provisions of this Agreement. Should any grievance arise between the Committee and Association or its members, the grievance shall be processed in the following manner:
- A. Level One - A hearing shall be held between the aggrieved employee, his immediate supervisor, and a member of the grievance committee. The supervisory answer at this level shall be transmitted to the grievant and the Association within seven (7) working days of such hearing.
- B. Level Two - If the grievance is not resolved at Level One to the satisfaction of the grievant and the Association, a hearing shall be held between the aggrieved employee, the Chairman of the Grievance Committee or his designee, and the Superintendent of Schools or his designee, within seven (7) working days of the hearing at Level One. A representative of the Massachusetts Teachers Association may be present at this hearing.
- C. Level Three - If the grievance is not resolved at Level Two to the satisfaction of the grievant and the Association, a hearing shall be held between the aggrieved employee, the Grievance Committee of the Association and the School Committee. Said hearing shall be held no later than fifteen (15) working days from the beginning of the first regularly scheduled School committee meeting each month. A representative of the Massachusetts Teachers Association may be present at this hearing.
- D. Level Four - If the grievant is not satisfied with the decision of the Committee, or if no decision has been rendered within fifteen (15) days after the hearing at Level Three, the Association may submit a grievance to final and binding arbitration. Any arbitration shall be conducted in accordance with the AAA Voluntary Labor Arbitration Rules.

The function of the arbitrator shall be to determine whether a specific violation of an expressed provision of the contract has occurred. The arbitrator shall be without authority to make any decision which violates, or which would alter, add to, detract from, or modify the terms of this Agreement.

Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses, if any, of the Arbitrator and AAA shall be shared equally by the Association and the Committee.

III. Sick Leave

- A. All employees covered by this Contract during their first year of service and each year thereafter shall be granted sick leave not to exceed fifteen (15) days per year. Any such earned sick leave not used may accumulate not to exceed two hundred (200) days. Each employee shall be notified of his/her sick leave.
- B. Holidays, part days, and days not included in a normal work week shall not be deductible from sick leave credit.
- C. Absences due to quarantine periods shall be paid in full, and not apply against absence for sick leave.
- D. Successive leaves of absence for illness may be granted up to a maximum of two (2) years, or the equivalent thereof. Absence for illness preceding a request for leave shall be regarded as an involuntary leave and shall be added to the request period. At the end of two school years, or the equivalent thereof, an employee on leave for illness must present to the Superintendent certification of good health and fitness for duties from three medical authorities, the employee's private physician, a physician selected by the Superintendent, and a third physician or medical specialist selected by these two. If, in the judgment of two of these medical authorities, the employee is not competent to assume his or her duties, the Superintendent shall submit the report to the School Committee for consideration.
- E. Absence Compensated Under G.L. Chapter 152. Persons allowed sick leave by this Section of the Rules shall not receive sick leave payments for any injury, accident or illness for which compensation is payable under the provisions of G.L. Chapter 152 except that such person having accrued sick leave credit may request such portion of sick leave payment as when added to the amount of compensation payable under said Chapter 152 will result in the full payment of his/her salary or wages.
- F. Members of the bargaining unit serving in the employ of the City of Worcester for a minimum of twenty (20) years, at least ten (10) years of which have been in the Worcester School Department shall upon termination of employment receive compensation for unused accumulated sick leave at the rate of ten dollars (\$10.00) per day for the first 165 days, and twenty-five dollars (\$25.00) per day for any days accumulated beyond 165 days so long as the average annual sick leave absences do not exceed the average of the average employee over a seven (7) year period. The maximum entitlement under this section is two thousand five hundred and twenty-

five dollars (\$2,525.00) which shall be included in the employee's final paycheck and recorded as part of the annual salary for his/her final year's service.

G. It is agreed that Supervisors of Attendance will be entitled to the Sick Leave Bank.

#### IV. Leaves of Absence

A. Leaves of Absence with pay shall be granted to all elected professional personnel as set forth below:

1. To receive a degree at a college - one day.
2. To serve as official delegate to Conventions of Veterans, Civic, Professional, Educational or Benevolent Organizations subject to the express approval of the Superintendent or his designee and vote of the Committee - up to three days.
3. Absences for legal cause for attendance in court for the purpose of giving testimony in cases in which the employee is or is not a principal party, the employee shall be paid a day's pay when the decision with respect to the time and place of the court hearing is beyond the control of the employee, but in no instance will absence for legal cause with pay be permitted when the legal matter relates exclusively to the discharge of duties connected with a summer or part-time job or position.
4. Three days shall be granted to those persons of Jewish or Orthodox faith for observances of high holy days - the time to be deducted from sick leave or personal leave at the option of the employee.
5. When the death of wife, husband, father, mother, mother-in-law, father-in-law, brother, sister, child, or relative living in the same household, or someone who has acted in loco parentis occurs in the family of a Supervisor of Attendance, such employee is entitled to a leave of absence of up to four consecutive days or Memorial Week for people of the Jewish faith, without loss of salary, such leave to take effect from the date of death. Such four consecutive days include holidays, Saturdays, and vacation periods. Sundays are specifically excluded.
6. Funerals:
  - (a) Grandmother, grandfather, grandchild, cousin, niece, nephew, uncle, aunt, brother-in-law, sister-in-law - one day.

(b) In the case of the funeral of an employee, present or past, a delegation of a limited number of employees may attend the funeral services at the discretion of the Superintendent or his designee.

(c) In the case of the death of a friend, necessary time may be granted by the Superintendent or his designee to attend funeral services.

7. Three days personal leave for personal reasons without loss of pay for reasons approved by the Superintendent or his designee. Said approval shall not be unreasonably withheld. Personal reasons shall include, but not be limited to the following:

(a) Emergency, serious illness or injury in the family.

(b) Attendance at graduations, ordinations, weddings, confirmations, or funerals of close friends requiring a full day's attendance.

The benefits of this paragraph shall not be utilized so as to extend a holiday or a vacation period.

8. In any school year, the number of leave days taken under Article IV, Sections A(1), (2), (3), (6a) and/or (7) will not exceed a total of six (6) days.

9. An employee, excepting the Superintendent or the Deputy Superintendent, in the Federal or State Reserve Service called to duty on a non-voluntary basis within the school year shall receive his regular salary for the period of his absence within the statutory limitation. Where possible, the employee agrees to schedule reserve duty so it might be taken during vacation periods.

B. Grants: Persons receiving summer grants by any Federal, State, Municipal or private agency may be granted a leave with pay for up to five days for attendance at such programs when such programs commence in June or extend into September when attendance is required. The Superintendent or his designee at his discretion may extend such leave by up to five days.

C. Leaves Without Pay

1. Military leave without pay shall be granted to any employee who is recalled, inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, the employee shall be placed on the salary schedule at the level which he/she would have attained had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

- 2. A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a sick member of the employee's immediate family where said employee's personal attention is needed. However, upon return to work, an attempt shall be made to return the person to his specific job, but in the event that this is impractical, he shall be assigned the position available.
- 3. In the interest of good education, such extended leaves shall begin and end with the school year or semester.
- D. Time off for any leave of absence under this Article shall not be counted toward step up increases or other accrued benefits.
- E. Jury Duty: Supervisors of Attendance required to perform jury duty shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay, exclusive of mileage reimbursement, and the supervisor's of attendance regular salary, including all or any part of compensation for stipendiary positions held at the time of such jury duty.

V. Vacation: The present practice concerning vacation shall continue for the duration of this agreement.

VI. Salaries

- A. Employees covered by this Agreement shall be compensated in accordance with the Salary Schedule attached hereto. Only those employees who have been on Step 10 for one year or more shall be eligible to move to the new Step 11.
- B. Salaries of all employees shall be paid in fifty-two equal installments.
- C. Effective 7/1/89, Attendance Officers who have been employed in this position or elsewhere in an equivalent position for twenty-five (25) years or more, at least fifteen (15) of which have been in the Worcester Public Schools, will be eligible to receive an annual longevity stipend of \$500.

VII. Payroll Deductions: Dues for the Massachusetts Teachers Association, National Education Association, and Educational Association of Worcester, when authorized individually and voluntarily by an employee, will be deducted each pay period in such equal amounts as to complete the authorized deduction by the end of June. Money deducted as dues will be paid to the Association treasurer.

VIII. Job Duties

- A. The Committee agrees that the duties outlined by the Massachusetts Civil Service job posting dated November 9, 1968 shall continue in effect during the life of this Agreement unless changed through Civil Service procedures.

ATTENDANCE OFFICERS SALARY SCHEDULE

January 1, 1990	January 1, 1991
1. 20,836	1. 21,670
2. 21,693	2. 22,561
3. 22,972	3. 23,891
4. 24,817	4. 25,810
5. 26,096	5. 27,140
6. 27,375	6. 28,470
7. 28,654	7. 29,800
8. 29,933	8. 31,130
9. 31,212	9. 32,460
10. 32,764	10. 34,074
* 11. 34,316	11. 35,688

Payments for levels of training in addition to the salary scale listed above will be as follows:

	1/1/90	1st day of 1990-91 <u>school year</u>	1/1/91	1st day of 1991-92 <u>school year</u>
Bachelors plus 15 **	\$ 390	\$ 515	\$ 536	\$ 736
Masters	1,301	1,701	1,769	2,269
Masters plus 15 **	1,821	2,221	2,310	2,810
Masters plus 30	2,244	2,694	2,802	3,402
CAGS/2 Masters	2,634	3,279	3,410	4,213
Doctorate	3,024	3,474	3,613	4,213

\* Only those employees who have been on Step 10 for one year or more shall be eligible to move to the new Step 11.

- B. Attendance Officers shall work hours consistent with present hours for the duration of the agreement. The work year will continue to be 220 days per year.

## APPENDIX F

Report of the Joint Study Committee on Merit Promotion, Spring 1992 (to be incorporated by reference to Article XII, Promotions).

### A. Elimination of Test

### B. AWARD page of Arbitrator is modified as follows:

1. The Weights assigned to the two components of the promotion procedure shall be as follows:
  - a. Training & Experience Report (85 points)
  - b. Interview (100 points)

### C. 1. Type and length of training and experience shall be credited as follows:

- a. Training (25 points)  
This section encourages applicants to list all of their job-related professional training, including any training now in progress. Items to be listed include degrees, courses, workshops and seminars.
- b. Professional Experience - Length (10 points)  
One (1) point a year for up to ten (10) years of experience.
- c. Professional Experience - Quality (30 points)  
Professional experience is defined as a job or position for which one had functioned and received compensation (not an experience of volunteerism).
- d. Written Narrative (20 points)  
This section allows the applicant to relate the specific training and experience to the responsibilities of the position.

The Training and Experience Report will be rated by a panel of trained individuals representing both the Community and the Worcester Public Schools. It is the responsibility of the panel to determine which candidates are to move on to the interview (described below).

### D. Interview (100 points)

1. A panel shall evaluate the candidate's ability to communicate concepts during a stressful situation in a clear and substantive manner. Each panel member shall evaluate the applicant's ability to communicate by rating the candidate's responses to the same job-related questions asked of all candidates.

2. Each interviewer shall evaluate the candidate's ability in following categories:
  - a. present ideas in a logical and convincing manner
  - b. present ideas in a substantive manner

A candidate can gain a possible 100 points from the interview component.

3. The Rating Sheet utilized by interviews to assess the candidate's responses to questions will be unsigned.
4. The Personnel Manager will determine the candidate's final score for the interview component by dropping the high and low scores of all interviewers and averaging the remaining scores.

**APPENDIX G**  
**VOCATIONAL HIGH SCHOOL**

**INTRODUCTION**

This Appendix was added in order to memorialize the Agreement reached between the School Committee and the EAW with regard to the merger of the Main EAW Collective Bargaining Agreement and the Collective Bargaining Agreement which existed between the City of Worcester and the WVTA prior to the transfer of control of the Vocational High School to the Worcester Public Schools. The negotiations to merge the two documents resulted in certain distinctions being maintained between teachers at the Vocational High School and teachers at the other Worcester Public Schools. This Appendix contains language which is specifically applicable only to teachers at the Vocational High School within the limitations expressed herein and in the main EAW collective bargaining agreement.

**SAVINGS CLAUSE (Vocational Article 27)**

This article shall continue to apply to those employees at the Vocational High School who were hired on or before the last day of the 1997-1998 school year.

1. If any article or section of this agreement or any addendum thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such a court, the remainder of this agreement and addendum shall not be affected thereby and shall remain in full force and effect.
2. All employment benefits or working conditions heretofore permitted by law or by policies duly authorized shall continue to remain in full force and effect, unless specifically provided for or abridged by this agreement.

**STABILITY OF AGREEMENT (Vocational Article 29)**

This article shall continue to apply to those employees at the Vocational High School who were hired on or before the last day of the 1997-1998 school year.

The failure of the City to enforce a written provision, or of the Association to grieve a violation of a written provision of this agreement, shall not be considered as a waiver or relinquishment of the rights of either part to future performance of any such term or condition, and the obligations of the City and the Association to such future performance shall continue in full force and effect.

**MANAGEMENT RIGHTS (Vocational Article 5)** This Article continues to apply to those employees at the Vocational High School who were hired on or before the last day of the 1997-1998 school year.

In the interpretation of this agreement, the City and the Board of Trustees shall not be deemed to have been limited in any way in the exercise of the regular and customary function of municipal management or governmental authority, and shall be deemed to have retained and reserved, unto itself, all the powers, authority and prerogatives of municipal management and governmental

authority as such rights existed, prior to the execution of this agreement with the Association, including, but not limited to the following: to direct and conduct the affairs of the Department, its schools and programs in all of its various aspects: to direct, supervise and evaluate employees in the performance of their duties; to plan, determine, direct and control all the operations and services of the Department its schools and programs; to evaluate, develop and determine the curriculum; to determine the methods, means, organization and number of personnel of the Department, schools and programs; to assign and transfer employees; to schedule and enforce working hours; to determine whether goods or services should be made or purchased; to hire, appoint and promote; to demote, suspend, discipline, discharge except for Professional Teacher employees unless for just cause, or relieve employees due to lack of work or other reasons; to make and enforce rules and regulations; and to change or eliminate existing equipment, facilities, programs or departments, except to the extent expressly abridged by a specific provision of this agreement or law.

**DEGREE DIFFERENTIAL LEVELS – Refer to Salary Schedules (Vocational Article 17)**

Level Definitions:

Academic Certificates	Vocational – Approval or Certification
Level 1 Bachelors Degree	Vocational Approval or Certification (requires 18 vocational program credits)
Level 2 Bachelors + 15 Credits	Vocational Approval or Certification plus 30 credits: or 75 PDPs or 200 hours of approved work experience, Exclusive of overtime: or approved course work, or a combination of the three.
Level 2A (Not applicable)	Vocational Approval or Certification plus 60 credits; or 50 PDPs or 400 hours of approved work experience, exclusive of overtime
Level 3 Bachelors + Masters	Vocational Approval or Certification and Bachelors degree: or Vocational Approval or Certification plus 60 credits and 75 PDPs or 200 hours of approved work experience, exclusive of overtime: or Vocational Approval or Certification and 30 credits and 150 PDPs or 400 hours of approved work Experience, exclusive of overtime: or approved course work, or a combination of the four.

Level 4 Masters + 15 credits	Bachelors degree plus 15 credits; or Vocational Approval or Certification, Bachelors degree plus 150 PPS or 400 hours of approved work experience, exclusive of overtime: or approved course work, or a combination of the three.
Level 5 Masters + 30 credits	Bachelors plus 30 credits
Level 6 CAGS or 2 Master	Bachelors plus Masters Bachelors plus 45 credits
Level 7 Bachelors + 90 credits	Bachelors plus 90 credits

It is agreed that the new doctorate column (level \*) is only for those who have earned a doctorate. Vocational teachers with a B+90 are not eligible for new doctorate column.

(Note: All references to approved work and PDPs under the column Vocational Approvals must adhere to Memorandum of Agreement in this contract).

#### Wages.

Delete sections 1(A)-(D) from the Vocational Appendix and retain section E(2) and 3(A)-(L). It is agreed that new doctorate column is only for those who have earned a doctorate. Vocational teachers with a B+90 are not eligible for new doctorate column.

Degree Differential Levels – Refer to Salary Schedules

#### 2. Level Definitions:

Academic Certificates	Vocational – Approval or Certification
Level 1 Bachelors Degree	Vocational Approval or Certification (requires 18 vocational program credits)
Level 2 Bachelors + 15 Credits	Vocational Approval or Certification plus 30 credits: or 75 PDPs or 200 hours of approved work experience, exclusive of overtime: or approved course work, or a combination of the three.
Level 2A (Not applicable)	Vocational Approval or Certification plus 60 credits; or 50 PDPs or 400 hours of approved work experience, exclusive of overtime

Level 3 Bachelors + Masters	Vocational Approval or Certification and Bachelors degree: or Vocational Approval or Certification plus 60 credits and 75 PDPs or 200 hours of approved work experience, exclusive of overtime: or Vocational Approval or Certification and 30 credits and 150 PDPs or 400 hours of approved work Experience, exclusive of overtime: or approved course work, or a combination of the four.
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Level 4 Masters + 15 credits	Bachelors degree plus 15 credits; or Vocational Approval or Certification, Bachelors degree plus 150 PPS or 400 hours of approved work experience, exclusive of overtime: or approved course work, or a combination of the three.
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Level 5 Masters + 30 credits	Bachelors plus 30 credits
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Level 6 CAGS or 2 Master	Bachelors plus Masters Bachelors plus 45 credits
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Level 7 Doctorate	Bachelors plus 90 credits
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(Note: All references to approved work and PDPs under the column Vocational Approvals must adhere to Memorandum of Agreement in this contract).

\* Work experience proposal shall be submitted to the Superintendent or his/her designees in advance, and is subject to his/her approval which shall not be unreasonably withheld. The work experience proposal shall include, as to the submitting teacher, new technology and methodology.

#### Criteria Determining Placement Upon Grid Schedule:

- A. These 15 credits (Level 2 and Level 4) must be obtained in the teacher's major area of concentration, such courses to be approved by the Superintendent, or in other courses designated or approved by the administration. In exceptional cases, courses not in the teacher's major area of concentration must be designated and/or approved by the Superintendent. Such approval shall not be unreasonably withheld.
- B. If a teacher or department head completes all requirements for the degree, including any thesis or dissertation, required prior to the spring semester, but will not be officially awarded such degree until the regular commencement at the end of the spring semester, he/she or she will receive pro rata compensation for said degree for the spring semester, provided evidence of the degree is presented to the Superintendent by June 15.
- C. Teachers completing the course requirements for all levels of training above the Bachelors Degree shall receive the above-stated differential as follows:

- a. For courses completed in the fall semester, payment will be effective February 1. Documented notice of said completion must be received by the Superintendent by June 1 of the spring semester.
  - b. For courses completed in the spring semester and summer session, payment will be effective September 1. Documented notice of said completion must be received by the Superintendent by December 1 of the fall semester.
- D. Two Masters Degrees are equivalent to a CAGS.
- E. Present members of the Association possessing a Bachelors Degree as of June 30, 1980 need not attain additional work experience or course work to qualify for Level 4. Present members of the Association possessing Vocational Approval plus 60 credits as of July 1, 1979 shall, upon attainment of a Bachelors Degree, as set forth herein, qualify for Level 4 upon completion of 200 hours or more of work experience or equivalent course work, If a trade instructor of department head completes all requirements for a degree, including any thesis or dissertation required prior to the semester, but will not be officially awarded such degree until the regular commencement at the end of the spring semester, he/she will receive pro rata compensation for said degree for the spring semester, provided evidence of the degree is presented to the Superintendent by June 15.
- F. Vocational instructors with one hundred fifty (150) professional development points (PDPs) shall be placed one step higher than where he/she would be placed based upon course work alone; provided that Level 7 shall be the maximum. The basis for approval for earnings PDPs under this Article shall be parallel to and be no less restrictive than the Recertification Guide for Massachusetts Educators as issued by the Massachusetts Department of Education (September 1994). **THE 200 AND 400 HOURS OF APPROVED WORK EXPERIENCE WILL BE OPTIONAL FACTORS FOR MOVEMENT ON THE "VOCATIONAL" DEGREE LANE SCHEDULES.** All references within this Article to 200 hours of approved work experience **MAY** be converted to 75 PDPs and all references to 400 hours of approved work experience will be converted to 150 PDPs. Therefore, bargaining unit members who have moved an additional salary lane by virtue of having received credit for 400 hours of approved work experience may not utilize the 150 PDPs to achieve any additional salary lane adjustment. Likewise, a bargaining unit member who has utilized the 200 hours of approved work experience to further advance himself on the salary lane schedule (s) may not now utilize the attainment of 75 PDPs to achieve additional salary lane advancement.
- G. All work experience of course work substituting for work experience must be submitted in advance to the Superintendent, and is subject to his/her approval. Such approval shall not be unreasonably withheld. The Superintendent may grant retroactive approval to course work completed between July 1, 1979 and July 1, 1980
- H. Only academic credits and degrees from accredited colleges or universities will qualify for compensation there under. All academic credits and degree programs must be

- submitted in advance to the Superintendent and are subject to his/.her approval. Such approval shall not be unreasonably withheld.
- I. No work experience or academic work required as part of the professional improvement program of the Bureau of Vocational Education shall be used toward qualifying for the program set forth herein.
  - J. Compensation under this program is not cumulative.
  - K. All work experience of course work substituting therefore shall be of a nature to improve the professional abilities of the trade instructor or department head, as determined by the Superintendent.
  - L. Six credits will be accepted for courses started between September 1, 1966 and April 1, 1969, but the remaining nine credits must be for courses started January 15, 1969 (spring)
  - M. It is agreed that the doctorate column is only for those who have earned a doctorate. Vocational teachers with a B + 90 are not eligible for the new doctorate column.

#### **SICK LEAVE (Vocational Article 15)**

- A. The sick leave provisions contained in the main contract Sections A-F will apply to all vocational teachers hired after the last day of the 1997-1998 school year.
- B. For those vocational teachers employed prior to the last day of the 1997-1998 school year the following provisions will apply:
  1. In accordance with the Sick Leave Ordinance, the Committee agrees to provide twelve (12) days annual sick leave to be earned at a rate of one point two (1.2 ) days per month (September through June) for a total of twelve days.
  2. Said annual sick leave may be accumulated up to a maximum of two hundred (200) days.
  3. Such leave credits will be earned while on sick leave status.
  4. Any member of the bargaining unit who is eligible to retire under the provisions of Chapter 32 of the General Laws and who has completed ten years of service with the City for the purpose of retirement, or who is over the minimum age to retire for superannuation under Chapter 32 of the General Laws may, during the last year of his/her service with the City, request of the Administrator one of the two options.
    - (a) to convert his/her earned sick leave credit in excess of one hundred (100) days to administrative leave and work during such administrative leave days up to a maximum of thirty (30) days at his/her current per diem rate of pay, or

(b) to convert his/her earned sick leave credit in excess of one hundred (100) days to administrative leave, for a maximum of thirty (30) days so to provide such leave to the employee during his/her last year of service with the City in accordance with the needs of the City as determined by the Administrator.

5. In accordance with and as outlined in the City Ordinances as of the execution of this Agreement, teachers at the Worcester Vocational High School are allowed to use any accumulated sick leave they have towards approved Family Medical Leave.

C. After eight (8) years (i.e., through 12/31/09), those teachers hired at the Vocational High School on or before the last day of the 1997-1998 school year, shall begin accruing sick leave at a rate of fifteen (15) days per year up to a maximum of two hundred (200) days and shall make a one time election between a buyback under the Vocational Plan (Article 15(B)(4)(a) & (b) or continued eligibility to participate in the EAW buyback plan. If the Vocational teacher elects to take the Vocational Plan buyback, he/she forfeits any future entitlement to participate in the EAW buyback plan. It is also understood that during the eight year period ending on December 31, 2009, Vocational High School teachers shall continue to have the right, pursuant to Article 21, Section A(5) to have personal days added to sick leave accumulation, subject to the limitations imposed by that section.

D. All teachers at the Vocational High School will be entitled to participate in the EAW sick bank. Accordingly, sections 5(a)-(d) of Article 15 of the Vocational contract shall be negated.

**LEAVES OF ABSENCE (Vocational Article 21).**

The following language continues to apply until 12/31/09

:

A bargaining unit member who does not use any personal days during a particular work year shall have three (3) days added to his/her accumulated sick leave.

**TEACHER ASSIGNMENT (Vocational Article 19).** The EAW Contract does not apply. The following provisions apply:

1. Teachers will be notified of any changes of their programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable.
2. In order to assure pupils are taught by teachers and heads of departments within their fields of competence, teachers and heads of departments will not be assigned outside the scope of their teaching certificate and/or their major or minor fields of study, provided,

however, exceptions may be made to the above if the Administrator in his/her judgment determines it is necessary.

3. Teachers assigned to more than one school within one day will receive a mileage allowance for all driving between schools done by them. Said allowance per mile shall be that as currently in effect by the City Manager's regulations.
4. Teachers or heads of departments who are assigned educational duties during the school hours will receive the applicable City rate for all authorized driving done by them.
5. All teachers shall be responsible for reading any and all material posted by the administration on the departmental bulletin boards in the teacher lounge and main office, and shall be chargeable with knowledge of any information, rules, regulations, or directives posted therein by the administration. There will be a minimum posting period of five (5) work days.
6. All vocational and academic departments within the Worcester Vocational School Departments assigned three (3) or more instructors shall have an appointed Department Head. To be appointed as a Department Head, a teacher must be certified or approved in the appropriate discipline, and have three years experience. The Chapter I and Adjacent Studies Departments are specifically excluded from this Department Head provision. All new Development Head positions (those not previously recognized) shall be assigned for the start of the 1995 - 1996 school year.

**TRANSFERS (Vocational Article 9).**

This article is amended to combine the Preamble and Section A of Article X of the EAW contract with Paragraphs 4, 5 & 6 of this Article. It shall read in its entirety as follows:

Although the Committee and the Association recognize that some transfers of teachers and administrators, from one school to another is unavoidable, they recognize that the frequent transfer of teachers and administrators disrupts the educational process and interferes with optimum teacher performance. Therefore they agree as follows:

- a. When a reduction in the number of teachers in a school is necessary, volunteers will be transferred first, provided it is in the best interest of the school system.
- b. Any involuntary transferee shall have the right to meet with the Administrator regarding his/her transfer and be accompanied by a representative of the Association if the teacher so desires.
- c. When involuntary transfers are necessary, written notice will be given to the teacher so transferred before the transfer.

- d. Teachers desiring a transfer will submit a written request to the Administrator stating the assignment preferred. Such requests must be submitted between September 1 and March 1 of each year to be considered for the next school year.

**VACANCIES AND PROMOTIONS (Vocational Article 10).**

Amend to remove reference to Ratings Exam.

1. Whenever any vacancy in a professional position occurs or a new professional position is created during the school year, (August through June), it will be adequately publicized by the Administrator by means of a notice placed on the school bulletin boards in every school, as far in advance of the appointment as possible. During the months of July and August, written notice of any such position or vacancy will be given to the President of the Association.
2. In both situations, the qualifications for the position, its duties and the rate of compensation, will be clearly set forth. When the qualifications set forth for the particular position are changed by the Administration, the Administrator shall notify the President of the Association of any such changes, at the same time the position is publicized as stated in paragraph 1 above. No vocational vacancy or vocational position created will be filled, except on a temporary basis, within thirty (30) days from the date the notice is posted in the schools or the giving of notice to the Association.
3. All qualified teachers will be given adequate opportunity to make application for such positions, and the Committee agrees to give consideration to the Professional background and attainments of all applicants, the length of time each has been in the Worcester Vocational School System, and other relevant factors.
4. For promotional positions, examinations, experience and other relevant factors are all necessary for a teacher to qualify for the positions.
5. This article shall be subject to the provisions contained in the former Vocational Article 10A as appearing in this Vocational Appendix.

**APPOINTMENTS, PROMOTIONS AND DISCIPLINE (Vocational Article 10A).** Remove references to Ratings Examination and Chapter 43, therefore, replace Paragraph 1 with the following (note that Paragraphs 2 through 5 shall apply to those employees hired on or before the last day of the 1997-1998 school year. All those hired after that date shall be disciplined in accordance with the provisions of the EAW contract):

1. Academic Department Head positions at the Vocational High School shall be filled in accordance with the practices currently in place in the Worcester Public Schools. Vocational Department Head positions (non-academic) shall be filled in accordance with Articles 10 and 10A as amended herein.

2. The Association recognizes the authority and responsibility of the Principal for discipline or reprimanding a teacher or a department head,, for delinquency of professional performance. If a teacher or a department head is to be disciplined or reprimanded by a member of the administration above the level of Principal, he/she may request to have a representative of the Association present.
3. No Professional Teacher status teacher will be disciplined, reprimanded, reduced in rank or compensation or discharged without just case.
4. If a professional status teacher has been notified by the School Committee that he or she is to be suspended, demoted, or lowered in rank or compensation, said professional status teacher will have a right to elect that the matter be heard and determined by the appointing authority or Superintendent, or in the alternative by an arbitrator mutually agreeable to the School Committee and the Association selected from the American Arbitration Association list of arbitrators. Such arbitrator will be chosen in accordance with the American Arbitration Association "Labor Arbitration Rules", as amended and effective on September 1, 1993. The arbitrator's decision shall be final and binding on both parties and shall not be subject to appeal, except as provided for by M.G.L. c. 150C, § 11. After election of the process provided herein, the professional status teacher shall not have the right to utilize any other procedure provided for in the General Laws. The cost, if any, of the arbitration process shall be borne equally by the School Committee and the Association.

If a professional status teacher has been notified by the Administration that he or she is to be dismissed, said professional status teacher shall have the right to have the matter reviewed and decided by an arbitrator in accordance with the process described in the preceding paragraph. If the professional status teacher elects this arbitration process, the parties shall request that the matter be heard and decided by the arbitrator on an expedited basis, employing those time and scheduling requirements contained in M.G.L. c. 71, § 42. In the alternative, the professional status teacher may elect to utilize the arbitration process provided for in M.G.L. c. 71, § 42. After election of the process provided herein, the professional status teacher shall not have the right to utilize any other arbitration procedure, or procedure provided for by the Massachusetts General Laws. The cost, if any, of the arbitration process employed shall be borne equally by the School Committee and the Association.

This section is not applicable to layoffs or reductions in force, which are specifically governed by Article XI.

5. Reprimands sustained by the impartial third party shall become part of an employee's permanent record file. The Association shall not relitigate any such reprimands. The parties recognize reprimands as a disciplinary device.

**TEACHER EVALUATION (Vocational Article 3).**

This article is replaced by the Evaluation instrument and process contained in the EAW contract and which is applicable to all teachers throughout the Worcester Public Schools, with the following notations:

It is agreed that those teachers employed in a non-PTS status at the Vocational High School as of the 2001-2002 school year shall continue to have the right to grieve procedural flaws in the evaluation process. Such right shall not extend to any teachers hired at the Vocational High School after the 2001-2002 school year. It is agreed that at the time of the "goal setting", the week scheduled for observations shall be identified on the goal setting document for all teachers in the Worcester Public Schools. Such observation weeks may be rescheduled or extended by mutual agreement.

#### **ACADEMIC PROFESSIONAL IMPROVEMENT PROGRAM (Vocational Article 20).**

Those Vocational High School Teachers hired after the last day of the 1997-1998 school year will be covered by Article XVIII of the main contract. Those employed prior to the last day of the 1978-1998 school year will be covered by the following language:

1. Each bargaining unit member will be eligible to be reimbursed up to six hundred dollars (\$600.00) during each contract year for tuition and fees for professional development purposes. When approved, programs, courses, seminars, workshops or other professional development activity where tuition or a fee for attendees is charged will be reimbursed in accordance with the conditions below.
2. The School Committee will create the stipendiary position of Professional Development Coordinator at the rate of thirty-six hundred dollars (\$3,600.00) annually. His/her position shall go into effect at the start of the 1995-1996 school year. The individual appointed to this position will be responsible for program development, maintenance of participation records, and coordination of the events themselves. The responsibilities of this position will be carried out following the completion of the individual's normal work day, and during school vacation periods and summer vacation periods.

#### **CONDITIONS RELATED TO PROFESSIONAL DEVELOPMENT REIMBURSEMENTS**

- A. Professional development reimbursement will be provided if all following conditions are met:
  1. Professional development is to be job-related.
  2. Reimbursement for professional development requires the prior approval by the Superintendent or his/her designated Principal. Such approval shall not be unreasonably withheld.

3. Evidence of successful completion of course requirements for graded programs and evidence of satisfactory completion of other approved professional development activities must be presented to the Superintendent or Principal. Reimbursement payments will be made within thirty (30) days of presentation of documentation.
4. The employee agrees to continue his/her employment with the Worcester Public Schools for one (1) year following the completion of an approved reimbursed activity. If the employee ceases his/her employment with the Worcester Public Schools prior to this one (1) year period, the employee will be obligated to refund on a pro-rata formula, the moneys reimbursed to the employee under this Appendix. His/her obligation will not be applied to employees laid off or terminated due to reduction in force, employees who retire from the system or who pass away while still in the employ of the Worcester Public School.

- B. The conditions specified herein shall apply to all members of the bargaining unit represented by the Worcester Vocational Teachers Association.

#### **TEACHER LOAD and HOURS (Vocational Article 2)**

1. Teachers at Worcester Vocational High School shall report for work in accordance with the provisions of Article XXVII, Section 2 of the EAW contract, which provides, among other things, that "in secondary schools that do not have an extended day, teachers will begin ten minutes before the starting time for students. Further, in those schools, the teaching day shall be extended by thirteen (13) minutes." There will be a homeroom period. The homeroom assignment shall be covered by the first period teacher. Assignment of the homeroom period shall rotate annually on a fair and equitable basis. There will be eight periods, a 32 minute lunch, and four minutes passing time, except for lunch, when it will be three minutes.
2. Each teacher shall remain on duty after the close of school for a period of time, which he/she finds, or the principal instructs him/her, is necessary to take care of details usually connected with the closing of the daily session (including brief consultation with pupils). The parties to this contract agree that fifteen (15) minutes may, on occasion, be insufficient to perform such professional duties as meeting with the Principal upon request; meeting with parents or pupils who wish assistance or advice; supervising of detention sessions in accordance with present administrative practice; and handling emergency situations beyond the control of school officials. On such occasions, the fifteen (15) minute limit does not apply.
3. It is recognized that during the term of this Agreement, the School Committee may change the starting and dismissal times for the students in the various schools based on a demonstrated need. However, such changes, while affecting the starting and dismissal times, shall not increase the current length of the school day, unless required by law. Prior to instituting such changes, the Association will be notified and provided with an

explanation for the reasons involved. When the state requires longer school days to meet maximum requirements, the Committee may lengthen the work day.

4. Shop teachers shall be allowed a fifteen minute, duty free break in the morning.
  - a. If the start of the school day is delayed by one hour, shop teachers shall be allowed a 15 minute, duty free break in the morning.
  - b. If the start of the school day is delayed by two hours, shop teachers shall not be allowed the above-stated break.
5. Teachers working on the academic schedule will teach not more than twenty-five (25) instructional periods a week. Of the remaining periods, there shall be at least eight preparation periods per week and up to five administrative periods for non-instructional duties. In addition, teachers working on the academic schedule shall be available up to two periods per week to fill in for an absent colleague in a monitoring assignment. Such teachers shall have the right to request permission from the Principal to leave the building during a preparation period. The Association shall not object to a teacher teaching a course or subject matter during a preparation period on a voluntary basis, or the School Committee posting a notice of courses or subject matter for which a voluntary teacher is required. The City shall not solicit teachers to teach such a course.
6. In the event of emergency, the principal shall have the right to ask for volunteers to cover temporarily, an additional class or study. In the event that there are no volunteers, then the principal shall have the right to assign temporarily, an additional class or study. Such assignment shall be made on an equitable basis and each principal shall maintain a record of such assignment.
7. Secondary school teachers shall be required to remain at work not more than one period after their normal work day once each week for the sole purpose of aiding students. In the event that no students remain, the teacher shall not be required to remain more than fifteen (15) minutes. An administrator must be present in the building.
8. One day each month all classroom teachers may be required to remain at work for up to one hour beyond student dismissal time to attend a meeting assigned by the Director of the Superintendent. Teachers shall be dismissed at the end of the meeting, and monthly meetings will not be scheduled when there is no business to be discussed. Additionally, one day each month all teachers may be required to remain at work for up to one hour beyond the student dismissal time to attend a meeting scheduled by the appropriate vocational school department head, Instructor-in-Charge or Senior Instructor. The number of after school meetings shall not exceed twenty in number per school year, exclusive of Early Release Day meetings.
9.
  - a. Teachers may be required to attend up to three after-school meetings each year. (Examples of these meetings may be Freshman Orientation, Parent-Teacher

Night, Advisory Council, etc.) However, two of these meetings may be used for participation in "Core Evaluations" or "Team Meetings."

- b. Teachers may be required to attend up to three additional after-school meetings to be held specifically for "Core Evaluations" or "Team Meetings".
  - c. In no event will a teacher be required to attend more than six after-school meetings for "Core Evaluations" or "Team Meetings".
  - d. In no event will a teacher be required to attend more than six after-school meetings in any combination of (a) and (b) above.
  - e. Forty-eight (48) hour notice of attendance at after-school meetings will be provided.
10. Teacher participation in extra-curricular activities is recognized as an integral part of the teacher's responsibilities and all teachers are expected to handle a fair share of the extra assignments and duties. Each principal will maintain a roster of said duties and the assignments thereof in the office. Because of the nature of certain assignments, some Senior High School advisors will be paid a stipend as set forth in an appendix attached to the Vocational Appendix.
11. The teacher's work year shall consist of one hundred and eighty (180) teaching days plus the day preceding the opening of school, plus two staff development days. The day preceding the opening of school shall be a full length work day if deemed necessary by the principal.
12. Whenever students are excused from attendance for one day of school because of inclement weather, all day school teachers shall be excused from being present.
13. A three (3) day orientation program is to be required for newly appointed teachers and administrators.
14. The Superintendent shall have the authority to extend the school year, for instructional purposes, by up to five days immediately following the end of the regularly scheduled school year, in any discipline wherein the Superintendent, in his/her discretion, determines that it is necessary. Designation of teachers in said disciplines to teach the five extra days shall be made by the Superintendent. The teachers shall be compensated at a rate equal to 100% of the regular per diem rate. The per diem rate shall be determined by dividing the teacher's salary for the academic year, determined by the step level of the teacher on the last day of the regular school year, by 183.
15. Guidance personnel may be assigned by the Director from each of the secondary schools to work up to five days beyond the standard work year at their per diem salary schedule

rate. At the discretion of the Director, these five days may be worked individually or as a complete week. Acceptance of such assignments shall be voluntary.

16. a. For purposes of this Agreement, twelve-month administrators are those scheduled to work 220 days.
- b. For purposes of this Agreement, extended year administrators include all Secondary School Assistant Principals.
17. a. For 12-Month administrators, during the pupil session days, the current hours now in effect will remain the same (seven hours/day: 8:30 – 4:30 with one hour for lunch). It is understood that these hours may be exceeded during the daytime in order to fulfill administrative responsibilities.
- b. Because of the time required to fulfill increased administrative duties during the summer, the work day will now be 9:00 – 4:00, with one hour for lunch for a total of 30 hours per week. It is understood that these hours may be exceeded during the daytime in order to fulfill the administrative duties.
- c. Accrued time to attend evening meetings at the direction of the administration will be compensated (time off) during the work year, but not to exceed 60 hours during any year. The scheduling of time off will be arranged with the immediate supervisors, but, it will be understood that in no case will the time off affect job performance. It is agreed that this compensatory time off shall not exceed three hours in any given day.
- d. The work year will be 220 days with vacation periods to be jointly worked out with his/her supervisor.
18. Secondary School Assistant Principals
  - a. Secondary School Assistant Principals (regardless of the length of their workday as defined below) shall be on duty fifteen (15) minutes before the start of the school day and shall remain thirty (30) minutes after, and one administrator shall remain until the last teacher present in the building shall have left.
  - b. Secondary School Assistant Principals appointed on or after June 30, 1986, will work the following work year and work day:
    - i. The length of the work year shall be pupil session days plus twenty (20) days.
    - ii. The length of the pupil session work day shall be 7 ½ hours in an 8 hour day.

- c. Secondary School Assistant Principals appointed prior to June 30, 1986, will work the following work year and work day, for as long as they hold their Secondary Assistant Principal positions
  - i. The work year shall be pupil session days plus fifteen (15) days.
  - ii. The length of the pupil session day shall be increased by ½ hour.
- d. The length of non-pupil session days for all Secondary Assistant Principals shall be the same as for Secondary Principals (i.e., they will average six (6) hours (30 hours per week), for a maximum of one-hundred twenty (120) hours.
- e. Work schedules on one-pupil session days for all Secondary Assistant Principals will be arranged by the administrator's appropriate immediate superior after consultation with the administrator.
19. The Employer, at its discretion, may require Unit B employees to perform administrative tasks for a period of one and one-half (1 ½) hours immediately at the end of the administrator's work day on a one day per week basis to serve the needs of the school system.
20. At the Superintendent's discretion, the Central Office Administrators and all twelve (12) month administrators in the school system shall report to work whether or not school is in session.
21. An attempt will be made to keep all classes as small as possible.
  1. For academic teachers at the Vocational High School after November 1 of each school year the following language shall apply: Each secondary school teacher's average class size shall not exceed twenty-five (25).
  2. For all other Vocational High School Teachers and for Academic teachers prior to November 1 of each school year, the following class-size language shall apply:
    - i. Whenever possible, the maximum number of pupils per teacher shall be according to the rules and regulations of the State Department of Education regarding Vocational Education. When the General Laws of Massachusetts overrule the rules and regulations of the State Department of Education, the General Laws shall be in effect.

**Illustrative Breakdown:**

Trade Teacher	12-20
Household Arts Teacher	12-20
Related Teachers	12-30
Academic Teacher	12-36, for no more than 80% of classes.
Remaining 20% of Classes	12-32

- ii. The Worcester Public Schools and the Association agree where there is no heterogeneous grouping or equipment not adequate to accommodate the maximum number, every effort will be made to limit the class size by making reductions.
22. At each secondary school, teachers will distribute to students at the beginning of each semester, an overview of the content to be taught for that period; expectations of student classroom progress, books to be read and projects to be undertaken. Appropriate forms and/or formats will be mutually developed in each building department by the department head and teachers in that department.

**ATTENDANCE AT PROFESSIONAL MEETINGS (Vocational Article 18).**

- 1. Where the Administrator authorizes and approves attendance at a professional meeting, the Committee will pay the individual's expense in accordance with the rules and regulations for travel. Such approval shall not be unreasonably withheld.
- 2. It is understood by the Parties that this section does not cover professional improvement meetings or conferences.

**NON-TEACHING DUTIES (Vocational Article 8).**

The School Committee and the Association acknowledge that the primary responsibility of schools is the education and welfare of the student, and the primary obligation of the teacher to this end is the instruction of those students placed in his/her charge. Accordingly, the teacher's energies should be utilized to the extent possible in classroom instruction.

Assignment of teachers to perform non-professional duties shall be on an equitable basis. Teachers shall not be required to perform the following duties:

- 1. Health services, such as administering eye and ear examinations and weighing and measuring pupils, unless part of the duties of the teacher, such as in health occupations or physical education.

- 2. No teacher or head of department shall be assigned to supervise students on crossing public streets, except in case of emergency.
- 3. Collecting money from students for non-education purposes provided, however, that this provision shall not apply to the paid advisor personnel.
- 4. No shop teacher shall be assigned to supervise students eating in the cafeteria except where such assignments is part of the normal teaching duties of the teacher, such as the food trades.

**TEXTBOOKS (Vocational Article 16)**

Present practice in the selection of textbooks will continue, with each teacher having the right to recommend to the Administrator textbooks necessary for his/her class.

**EQUAL OPPORTUNITY AND NON-DISCRIMINATION (Vocational Article 22)**

- 1. The provisions of the agreement shall apply to all employees within the bargaining unit, regardless of race, color, national origin, sex, age of membership or non-membership in the Association.
- 2. The City of Worcester's policy prohibiting sexual harassment is incorporated herein by reference.

**TAX SHELTERED ANNUITY PROGRAM (Vocational Article 25)**

Members of the bargaining unit shall be permitted to participate in individual tax sheltered annuity program. For payroll deduction purposes, the School Department shall establish October 1, January 1, and April 1, as annual open enrollment deadline periods.

**MISCELLANEOUS (Vocational Article 26)**

- 1. The Worcester Public Schools shall provide shop coats to the trade instructors who require such articles because of the nature of their teaching assignment.
- 2. The employer agrees to provide Hetavax vaccine inoculations to those bargaining unit employees who professional work assignment places them in situations whereby such inoculation protection is a safeguard for the employee in carrying out his/her professional assignment. The total cost for such inoculations shall be assumed by the Worcester Public Schools.

**CONTRACT RIGHTS UPON TRANSFER, REASSIGNMENT, VOLUNTARY CHANGE, ETC.**

In the event that an employee either involuntarily or voluntarily leaves a position which is covered by the EAW main contract in order to take a position at the Vocational High School, the

terms and conditions of that employees' employment shall be governed by the EAW main contract.

In the event that an employee voluntarily leaves a position which is covered by the Vocational Appendix in order to take a position covered by the EAW main contract, the terms and conditions of that employees' employment shall be governed by the EAW main contract.

In the event that an employee is involuntarily transferred from a position covered by the vocational Appendix to a position which is covered by the EAW main contract, the terms and conditions of that employee's employment shall be determined by the main EAW contract. However, to the extent that the employee is otherwise qualified to do so, the employee shall be entitled to the sick leave buyback one-time election described herein at the time of the involuntary transfer.

#### **MEETINGS**

It is expressly understood that the meeting requirement imposed on Vocational teachers under the Vocational Contract remain unchanged.

#### **SIDE LETTERS**

These two side letters were accepted during the negotiations leading to the agreement effective February 1, 1995 through December 31, 1997:

1. In order to insure full and open communications among all interested parties, school principals will provide in a timely manner, copies of School Council minutes to the President of the EAW and faculty members in their buildings.
2. The School Committee will require a policy that each building will have a Health and Safety Committee. The composition of this committee will be determined at the building level. Representatives from each union will be invited to serve on this committee. The committee will monitor health and safety conditions in their buildings and make recommendations to the principal.

**SIDE LETTER**  
**BLOCK SCHEDULE**

It is agreed that the block schedule models presently (March 19, 1998) in existence (other than at North High School) are in compliance with the current collective bargaining agreement.

The parties have a disagreement as to whether the model in existence at North High School is in compliance with the contract.

However, it is agreed that the current model at North High School may continue only at North High School.

In the future, if a principal desires to introduce a new block schedule model which conflicts with provisions of the contract, he/she will submit the proposal to the EAW for successor bargaining.

It is not the intent of the Committee to introduce a block scheduling model for the purpose of eliminating teaching positions.

**Side Letter**  
**MENTOR TEACHER RESPONSIBILITIES**

This Agreement is entered into on February \_\_\_\_\_, 2004, by and between the Educational Association of Worcester, Inc. (hereafter "EAW") and the School Committee (hereafter "Committee").

1. Mentors will participate in 10 (non-teaching) hours of paid training (as needed for new mentors).
2. Mentors will conduct an initial meeting with mentee prior to the first day of school. This meeting will take place on
  - during the New Teacher Orientation;
  - teacher-reporting day, if building schedule permits;
  - or, a mutually-convenient day.
3. Mentors will attend one after-school workshop with district mentor program coordinator.
4. Mentors will provide on-site mentoring for up to 3 first year and beginning teachers (within or outside your primary teaching discipline if at the middle or high school level), as assigned, to include, but not be limited to, some or all of the following activities:
  - modeling and reflecting on good teaching-learning practice;
  - observing, assessing (i.e. discerning strengths, needs), guiding, and coaching mentee(s)
  - connecting the mentee to other resources as needed.

Mentor compensation for the initial meeting with mentee, attendance at one after-school workshop and providing on-site mentoring is as follows:

1 mentee:	\$300 per school year
2 mentees:	\$500 per school year
3 mentees:	\$700 per school year

This document contains the full and complete agreement by and between the parties hereto. This agreement may not be modified, amended, or otherwise effected except by writing signed by all parties hereto.

Executed in duplicate as an instrument under seal on the date and year herein set forth.

Side Letter  
JROTC

SETTLEMENT AGREEMENT

This agreement is entered on this 11<sup>th</sup> day of April, 2003, by and between the Worcester Public Schools (hereinafter "Worcester") and the Education Association of Worcester (hereinafter "EAW"). In consideration of the mutual promises contained herein, the Worcester Public Schools and the EAW hereby agree to the following effective immediately:

1. All JROTC Instructors will be excluded from the EAW salary schedule but will still receive the other benefits (i.e. sick leave, bereavement, etc.) of the contract;
2. All JROTC Instructors will receive their minimum instructor's pay as soon as practical after receipt of minimum instructor's pay schedules;
3. All JROTC Instructors will receive their minimum instructor's pay as soon as practical after receipt of minimum instructor's pay schedules;
4. Any JROTC Instructor who is paid on a twelve-month contract will continue on a twelve-month contract. Any JROTC Instructor who is paid on less than a twelve-month contract will be converted to a twelve-month contract on the first date of their contract years; and
5. No JROTC Instructor will incur a reduction in current salary as a result of this agreement.

Side Letter

AGREEMENT  
CORI CHECKS

This agreement is entered into on June 18, 2003, by and between the Educational Association of Worcester (hereafter called "EAW") and the Worcester School Committee (hereafter called "Committee").

WHEREAS the State passed a law requiring (Chapter 385 of the Acts and Resolves of 2002) school districts to obtain criminal offender records (CORI); and,

WHEREAS M.G.L. Chapter 150E, Section 6, requires the employer to bargain about "wages, hours, standards of productivity and performance, and any other terms and conditions of employment ....".

Now THEREFORE IN CONSIDERATION for promises contained herein, the Committee and the EAW hereby agree to the following terms and conditions:

1. All EAW members will have a CORI check.
2. All EAW members (Teachers, Instructional Assistants, ESL Tutors, Parent Liaisons) will be notified at the school's faculty meeting of the requirement. Drivers (Aides to the Physically Handicapped) will be notified through the Transportation Office.
3. CORI check cannot take place unless the employee signs the required forms. If an employee refuses to sign the form, he/she will be subject to disciplinary action up to and including dismissal. The EAW will be notified, and a meeting will take place to try and resolve the issue, however, the Superintendent reserves the right to take whatever steps deemed necessary to comply with the law in this regard.
4. The personnel who are authorized to request, access and review CORI are the Superintendent, the Human Resource Manager, the Assistant Human Resource Manager and the CORI Clerk. It may, on occasion be necessary for a member of the Human Resource clerical staff to access CORI information in the absence of the CORI Clerk.
5. Procedures to be followed when the subject of a CORI check challenges the accuracy of the CORI are as follows: (a) the employee will be responsible to check his/her CORI information by submitting a request to the Human Resource Office to obtain their CORI in person; (b) it will then be the responsibility of the individual to challenge the information directly to the Criminal History Systems Board.
6. CORI checks will take place every three years and will be kept in a secure file in Human Resources, separate from the personnel file.

7. Under circumstances where the results of the CORI call into question an employee's eligibility for continued employment, the reviewing of CORI information for determining an individual's continued eligibility for employment will be as follows: the individual, with union representation, if requested, will meet with the Superintendent or his designee to discuss the information collected by the check and the individual will be given the opportunity to give any and all pertinent facts relative to the findings of the report.
8. CORI is not subject to the public records law and may not be disseminated to unauthorized persons for any purpose "other than to further the protection of children." CORI may always be shared with the individual to whom it pertains.

Executed in duplicate as an instrument under seal on the date and year herein set forth.

**Side Letter**

**AFTERSCHOOL STIPEND AGREEMENT**

This **AGREEMENT** entered into by and between the **WORCESTER EDUCATIONAL ASSOCIATION** (hereinafter "EAW") and the **WORCESTER SCHOOL COMMITTEE** (hereinafter the "Committee"). In consideration of the mutual promises contained herein, the Worcester Public Schools and the EAW hereby agree to the following effective immediately:

**WHEREAS**, the Worcester Public Schools and the EAW agreed in principle to jointly meet with the MTRB to clarify the feasibility of a retirement classification for afterschool work;

**WHEREAS**, THE Worcester Public Schools currently has afterschool programs which are an academic continuation of the school day.

Effective January 1, 2004, to June 30, 2004, the parties agree to the following stipends:

1. Title I Afterschool Academic Program Teacher Stipend - \$1,300  
(Teachers work three (3) days per week for fifteen (15) weeks.)
2. Title I Afterschool Academic Program Site Administrator Stipend - \$1,500  
(Site Administrators work three (3) days per week for fifteen (15) weeks.)
3. MCAS Afterschool Teacher Stipend - \$875  
(Teachers work two (2) days per week for fifteen (15) weeks.)
4. MCAS Afterschool Site Administrator Stipend - \$1,000  
(Site Administrators work two (2) days per week for fifteen (15) weeks.)
5. Any teacher or site administrator who exceeds the 7.3 percent average absentee rate will effectively resign from the afterschool position.
6. An individual may not work afterschool on any day(s) that they used a sick day for their own illness during the school day.
7. If the grant funding is cancelled for any reason, the stipend is eliminated.

Signed in several counterparts this 1<sup>st</sup> day of April 2004.

Side Letter

AFTERSCHOOL STIPEND MODIFICATION AGREEMENT

This AGREEMENT entered into by and between the WORCESTER EDUCATIONAL ASSOCIATION (hereinafter "EAW") and the WORCESTER SCHOOL COMMITTEE (hereinafter the "Committee"). In consideration of the mutual promises contained herein, the Worcester Public Schools and the EAW hereby agree to the following effective immediately:

The Worcester Public Schools and the EAW have executed an Afterschool Stipend Agreement effective January 1, 2004 to June 30, 2004, and signed by the parties on the 1<sup>st</sup> day of April 2004. In the event that the number of sessions and/or contractual hourly rate in the Afterschool Stipend Agreement changes, the parties agree to execute a successor Afterschool Stipend Agreement incorporating new stipend amounts based upon the prorating of the stipends in paragraphs 1-4 of the previous Afterschool Stipend Agreement, in direct proportion to any such changes in sessions and/or contractual hourly rates.

Signed in several counterparts this 1<sup>st</sup> day of April 2004.

Side Letter

Small Learning Communities

The Worcester School Committee and the Educational Association of Worcester hereby enter into a Side Letter to the collective bargaining agreement between the Parties for Units A and B. It is understood that the collective bargaining agreement governs the terms and conditions of employment of teachers and assistant principals at the secondary schools. This Side Letter shall expire on the last pupil session day of the 2004-2005 school year. The continuance of this program would then have to be negotiated between the School Committee and the EAW.

As the Parties are aware, the School District Leadership Team has been working, and continues to work, on the creation of small learning communities at the secondary level as part of the Carnegie efforts in the District. A working flexibilities document was developed, and formal plans have been developed at each of the secondary schools where small learning communities are in place or are contemplated.

It is agreed by the Parties that the format plans, as drafted, and as implemented in certain cases, involve changes to the terms and conditions of employment of the teachers and assistant principals at the secondary schools which would require decisional bargaining. It is also agreed by the Parties that the formal plans may also contain changes that the Committee is empowered to bring about. It is the consensus of all Parties that for these contemplated small learning communities to be successful, the Committee and the Association must work collaboratively and in the best interests of the students of these schools. The Committee views these small school initiatives as important elements of the educational product of the Worcester Public Schools. The Committee's accomplishment of the objectives of the small school initiatives at the secondary level will not be achieved at the expense of educational services provided at the elementary and middle school levels. The Association will not condition its assent to the implementation of small Learning communities and the attendant contract modifications on the basis of elementary and middle school objectives. The Committee will not accomplish the objectives of the small school initiatives at a particular secondary school by expanding the contractual requirements of teachers at that secondary school and who are not part of the small learning community involved.

With all of this in mind, the Parties will agree to utilize this Side Letter and the agreements contained herein to accomplish the flexibilities required to make the small learning communities successful without making permanent modifications to the underlying collective bargaining agreement. The Parties are in agreement that this Side Letter shall not authorize modifications in the following areas of the contract: Grievance Procedure Leaves of Absence with or without pay; Sick Leave; Supervision and Evaluation; Transfers; Reduction In Force; and Dismissal of Teachers. Any area of governance will not be included in this side letter; i.e., budget, maintenance of the buildings, and site councils as mandated by the Education Reform Bill of 1993. The Parties further agree that the flexibilities contemplated by this Side Letter fall into a number of major categories, which include meetings; work day; schedule; hours and work load; block scheduling; duties; preparation time; and such other areas as are not specifically excluded herein.

Leaders of the small learning communities will be assistant principals or teachers with administrator's certification who shall be in the Association's Unit B.

The Process to be followed at each secondary school where small learning communities are to be implemented shall be as follows:

The staffing of the design teams, leadership teams and subsequent small learning communities shall be made by the Administration. The Administration agrees to consider volunteers. If no volunteers come forward, then the administration may assign people to the committees or the small learning community. In the event that an individual is assigned to the small learning community rather than bidding in or volunteering, he shall serve in that assignment for one year. However, if such involuntary assignment occurs after the issuance of a bid list and the completion of the bidding process, and there remain vacancies to be filled resulting from the bidding process (which shall mean a vacancy caused by a person securing a job off the bid list or a vacancy resulting because a position on the bid list was not bid), the involuntarily assigned teacher may apply for such vacancies and shall be given preference over candidates from outside of the Worcester Public Schools. Any vacancy resulting from the movement of an involuntarily assigned teacher will be added to the next regular bid list. If required to serve out the first year after involuntary assignment, and he or she is desirous of leaving the small learning community, he/she will be eligible to bid out into another vacancy as part of the regular bid process.

In the event that an involuntarily assigned teacher is unable to successfully bid out of the assignment to the small learning community and the employer is unable to make a suitable reassignment of the teacher, such teacher shall be required to comply with all aspects of the small learning community plan. However, in the event that an involuntarily assigned teacher is unable to comply with those aspects of the plan which would require the teacher to work in excess of the contractually agreed length of work day as that is defined in Article XXVII of the contract between the Parties (hereinafter referred to as the time extending plan aspects'), such teacher shall be excused from having to comply with the "time extending plan aspects."

The small learning community plan shall be reduced to writing and all areas of the contract which are impacted shall be identified. The proposed manner of dealing with those sections of the contract shall also be reduced to writing.

As the design teams develop the small learning community curriculum, and applicable working conditions, at the staff of that particular school will be kept apprised by periodic updates both in written form and at the monthly faculty meeting.

In view of the ultimate goal to convert secondary schools into the multiple small learning communities structure, once the final plan for a specific small learning community has been completed, there shall be a meeting of the entire staff of the said school (even though some staff members will not be involved in a given small learning community) to discuss this plan. The Committee agrees that the plan shall be distributed in advance to all teachers in the building and a copy of said plan shall be forwarded to the EAW along with notification of the date of the meeting at which the plan will be discussed.

The plan shall be submitted to the Committee and the Association for review by their respective legal and financial representatives. At this point, either Party shall have the right to reject the plan by a vote of its leadership, which vote shall have the effect of preventing the plan from

being submitted to the teachers assigned to the small learning community for their vote. Any vote to reject the plan shall not be arrived at in an arbitrary or capricious manner. Any vote to reject a plan shall be transmitted to the other Party in writing and shall state the bases for the rejection. In the event of a rejection of the entire plan by either Party, the Parties will work in an effort to arrive at modifications to the plan which will result in a vote of approval. Once the entire plan is approved by the Committee and the Association Executive Board, the plan will be submitted to the teachers assigned to the small learning community, who shall be afforded the opportunity to vote on the plan. The vote will be by Australian ballot; it will be overseen by both the representatives of the EAW and Central Administration and, in order for the plan to be successful, it shall require a two-thirds approval. This process will be followed with regard to changes or modifications to the plans as they unfold during the school year. This procedure of planning, presentation, review and voting will be encouraged by both the Association and the Administration as the process for reaching a working consensus at all WPS sites.

Nothing in this Side Letter shall be construed as a waiver by the Committee of any of its inherent management rights or any of its contractual management rights. However, the Committee recognizes that making changes under such circumstances, would be desirable only in the larger context of a small school plan over which there is agreement among the teachers involved.

**ATTACHMENT "A"**

**Initial Step Placement**

This language will be placed into the contract and will expire on August 31, 2005 unless otherwise extended by mutual agreement. This language is subject to the grievance arbitration procedure.

1. On or before June 15, 2001, the Committee will notify the EAW of the critical shortage areas that it has identified. Thereafter, the Committee will notify the EAW on or before February 1 of each year.
2. Commencing on May 10, 2001, the Committee will only hire new employees who are not certified and/or who are placed on a step higher than step one for related non-teaching experience only when exigent circumstances and the needs of the school system so require.

In the next school year and thereafter, cross discipline transfers in critical shortage areas will be offered prior to hiring others with non-teaching experience consistent with Article X.

3. On or before June 15, 2001, and also on or before September 15, 2001, the EAW will be notified of those non-certified teachers who are hired; and those teachers who are placed on a step higher than step one for related experience. Thereafter, this notice will be provided on a semi-annual basis. This notice will include name, position, salary, step and resume (subject to confidentiality requirements).
4. Commencing September 1, 2001, the following formula will apply to initial step placement: One step for every two years of related experience, but in no event will someone be placed on the maximum step.

Recognizing the fluidity of the critical shortage problem and the supply/demand cycles, it is recognized that this formula is subject to modification on a semi-annual basis. A permanent joint sub-committee will be established to monitor the formula and the attendant problems. This committee will have the authority to modify the formula so that the equity of payment to teachers and quality of education is respected.

If the school system confronts an emergency in providing qualified teachers for students during the life of this contract, this formula may be dissolved after discussion with and agreement by the EAW.

**ATTACHMENT "B"**

**Flexible Scheduling – Delete Paragraph 1 of Article XXVI – Section 1**

Individual schools may create flexible schedules under Article XXVI, Section 1 of the contract with the following provisos:

- A. The cumulative total time of faculty meetings in any academic year shall not exceed 900 minutes.
- B. All meetings shall be on the first or second Monday of the month, beginning no later than fifteen (15) minutes after the close of the normal school day.
- C. At the discretion of the principal, the meetings may be scheduled in blocks of time up to but not exceeding 120 minutes.
- D. The dates for each building will be announced before September 15<sup>th</sup> for the first semester and January 15<sup>th</sup> for the spring semester.
- E. Meeting dates may be changed with a minimum of thirty days notice.
- F. In the event of such changes, however, staff members who can demonstrate the existence of a previous commitment on the day such a meeting is rescheduled, such a staff member shall be excused from the rescheduled meeting.

**ATTACHMENT "C"**

**Use of Preparation Periods for Coverage**

Without affecting the Committee's right to assign teachers temporarily in an emergency situation only, to an additional class or study pursuant to Article XXVII, Paragraph 13, the parties agree that the Committee may utilize one or more teachers in order to cover up to three sections or three extra periods in a particular subject area on a temporary basis for up to an entire year. Teacher participation in activities covered by this article shall be voluntary. It is not the intent of the parties to utilize this provision in order to avoid the hiring of a full-time teacher. Accordingly, in the event that the Committee utilizes this provision in order to fill more than three sections, then such use shall be limited to two months. In such case, the Committee shall solicit volunteers to assume these added teaching responsibilities, subject to a determination that the teacher is certified in the subject area and is otherwise qualified to teach in the subject area. In exchange for assuming these teaching duties, the teacher shall be paid an amount equal to one-fifth (1/5) of his/her per diem pay for each period assumed. In addition, the teacher shall forfeit his/her prep period on that day. The Committee shall advise the teacher volunteering to fill the position as to the probable length of time such assignment shall be in effect. The Committee expressly reserves the right to fill the position on a permanent basis at any time, but will provide at least one week's advance notice to the teacher who is filling the position pursuant to this section. In exercising this provision, preference shall be given to professional status teachers. This is a Pilot Program for the length of the contract.

**ATTACHMENT "D"**

**Secondary School Reopener**

WHEREAS the Committee and the EAW are negotiating a successor contract to the January 1, 1998—December 31, 2000 contract; and

WHEREAS the Committee is pursuing a Carnegie Grant and other educational grants; and

WHEREAS the Committee may have interest in reopening the contract to restructure the secondary schools.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein and without this being precedent setting, the Committee and the EAW hereby agree to the following terms and conditions:

1. The Committee will request in writing to the EAW their desire to reopen the contract for the limited purpose described herein.
2. The reopener will be specific to those areas that deal only with the secondary school structure and that directly relate to any restructuring.
3. If, after a reasonable period of time, and after a good faith effort by both parties to reach agreement, an impasse has been reached as certified by a mediator, the Committee will withdraw its request. In that event, unless mutually agreed otherwise, all tentative agreements will be withdrawn.
4. Any tentative agreement reached will be subject to ratification by both sides.
5. This secondary school reopener agreement contains the full and final agreement between the parties hereto. This agreement may not be modified, amended, or otherwise affected except by writing signed by all parties hereto.

**ATTACHMENT "E"**

**Positions Ineligible for Bidding**

The parties recognize that it is in the best interest of newly hired teachers to have continuity of assignment from year to year. According, in those cases where vacancies which have arisen after the preparation of the semi-annual bid lists are filled by long-term substitutes or by teachers under contract, but on a temporary basis, that such positions shall not be eligible to be bid by unit members for the year in which they are filled and one additional year. The decision to exempt the position from the bid process and to have the teacher remain in the assignment shall be by mutual agreement of the affected teacher and the building principal. The exempted position shall be noted on the bid list but designated as deferred. The position shall then be placed on the first bid list in the second year. This language shall not apply to newly hired teachers at Extended Day Schools.

**ATTACHMENT "F"**

**Flex Time**

The principal may schedule professional staff on a voluntary basis for times that are outside the traditional school day. The length of the day would continue to be consistent with the current contract language.

Examples:

- ∴ Designated staff members would volunteer for a daily schedule that would begin after the regular start time and end after the regular end time.
- ∴ Designated staff members (e.g., guidance counselors) would volunteer to work a flex schedule at different times during the year to accommodate specific school needs.

These non-traditional schedules will be for a duration determined by the principal and consented to by the teachers, but in no event will the schedule be longer than one school year. Once committed, the teacher agrees to fulfill the schedule for the defined term.

It is agreed that a joint study committee will be formed to study concepts of flex time; staggered schedules and job-sharing.

This pilot program is to be extended through August 31, 2005.

**REFERRAL OF ISSUES TO STUDY COMMITTEES**

1. Critical Shortage - This committee, which will be established in September 2001, will include EAW members who work in critical shortage disciplines; and will include a College Placement Director as a resource – non-voting member. This committee will provide a report to the School Committee on or before May 1, 2002.
2. Student Mentoring.
3. Under performing schools and risks thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 6<sup>th</sup> day of May, 2004.

For the Worcester School Committee:

Mary Mulvey  
[Signature]  
[Signature]  
[Signature]  
Brady O'Connell

For the EAW:

[Signature]  
Rosaria A. Pordano  
Maurice Carlos  
Leonard J. Zdzienicka  
[Signature]  
Donald M. [Signature]  
Cheryl A. Del Signore