

A G R E E M E N T

between the

WORCESTER SCHOOL COMMITTEE

and the

EDUCATIONAL ASSOCIATION OF WORCESTER

September 1, 2005 – August 31, 2006

And

September 1, 2006 – August 31, 2009

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Explanatory Page

For the Period September 1, 2005 through August 31, 2006

This contract reflects a 2.5% cost of living adjustment for all Unit A, Vocational and Unit B Salary Schedules. All other provisions of the contract remain the same.

For the Period September 1, 2006 through August 31, 2009

This contract reflects both cost of living adjustments and all other language and stipend proposals as agreed to in the Memorandum of Agreement signed June 1, 2006.

***This note is inserted in this contract for explanatory purposes only and does not modify in any way the agreement of the parties as described in the Memorandum of Agreement and this contract. This language is inadmissible for any purposes in any arbitration or other legal proceedings involving the parties.**

AGREEMENT

This Agreement is made and entered into this **1st day of June 2006**, 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, Business Manager, Special Education Director, Information Systems Manager, Quadrant Managers, Manager of NCLB/Curriculum and Professional Development and Student and Staff Support 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 or to other employees who, by agreement of the parties, have been excluded from the bargaining unit.

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. Severance Program

Effective September 1, 2006, institute severance program providing that teacher with 175 accumulated sick days at time of payment may receive payment for 15 days at per diem rate of pay. This shall be in lieu of the contractual sick leave redemption benefit provided for at Article IV.E. One year advance notice is required. For 2006-07 academic year only, notice of intended retirement must be made by October 2, 2006, for retirement no earlier than January 1, 2007.

1. **Members of Unit A and Unit B will have until December 22, 2006, to withdraw their intent to retire.**
2. **Members of Unit A and Unit B may rescind their intent to retire at any time under the following special circumstances:**
 - a. **Death, disability or unemployment of a spouse; and/or**
 - b. **Disability of the employee which prohibits them from working through intended date of retirement; and/or**
 - c. **Unless otherwise mutually agreed upon by the Educational Association of Worcester and the Worcester Public Schools.**

G. 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
 - 1. On the occasion of the adoption of a child by the employee's immediate family, male and/or female employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during authorized absence at the time of the adoption; and
 - 2. At the time of the birth of his child, male employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during an authorized absence at the time of the birth of the child; and
 - 3. This Agreement is not intended to expand the use of sick leave for any other circumstances; and,
 - 4. This Agreement does not affect the use of sick leave by female employees for periods of authorized absence at the time of the birth of their child, which leave shall be under the same terms and conditions as prior to the execution of this Agreement; and
 - 5. This Agreement satisfies any and all bargaining obligations which may have existed in connection with the rescission of the adoption leave policy by the School Committee and any implementation of the terms stated herein. As such, the union will not pursue any matter at the State Labor Relations Commission regarding any duty to bargain claim involving this change, nor will it pursue any grievance or arbitration in this connection. To the extent that any such claim has been filed under the collective bargaining agreement or with the State Labor Relations Commission, the union agrees to withdraw same with prejudice; and

6. This Agreement is entered into in order to effectuate the intent of the Committee to address certain aspects of its leave policy and to allow for the use of paid sick leave during the circumstances described herein; and,
7. This Agreement is expressly conditional upon all labor unions representing employees of the School Department executing this identical Side Letter and upon the imposition of the same terms on all non-represented employees of the School Department. This is required in order to ensure consistent and equitable provision of leave under the circumstances contemplated herein, irrespective of gender; and
8. In the event that any labor union representing employees of the School Department refuses to execute the Side Letter or in the event of any inability to impose the same terms on non-represented employees of the School Department, the School Committee will so notify all labor unions and will take whatever steps are necessary; and,
9. This Side Letter is intended to take effect as a sealed instrument and shall be governed by and construed under the laws of the Commonwealth of Massachusetts; and
10. This Side Letter contains the full and complete agreement by and between the Parties hereto. This Settlement Agreement may not be modified, amended or otherwise effected except by writing signed by all parties hereto; and,
11. This Side Letter is intended to govern the use of accumulated paid sick leave during periods of authorized absence at the time of the adoption or birth of a male employee's child or at the time of the adoption of a female employee's child, and is otherwise not precedent setting. It shall supersede any previous policy, agreement, or practice with regard to leave under the circumstances described herein.

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.

Non-Status Teachers and Evaluation Process:

Non-PTS teachers will be advised by February 1st that a Principal has performance concerns; the teacher will also be offered assistance from other professionals in the building; and a commitment will be made to ensure that two additional observations will be completed prior to June 1st. The Superintendent agrees to issue an annual directive to Principals restating these requirements and reminding of these obligations. Non-PTS teachers shall have the right to grieve and arbitrate process only during the first and second years of their employment. During the third year of employment, the teacher may grieve process, but such grievance rights shall not include the right to proceed to arbitration. Process shall not include issues such as the adequacy or selection of support services from other professionals in the building.

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.
11. **Teachers in underperforming schools: A school's status relative to NCLB or its Composite Performance Index will not result in a negative individual evaluation of teacher assigned to that building. A teacher's performance evaluation will continue to be the product of the Principal's overall assessment. This language does not create absolute immunity against underperforming status of school or CPI from being a consideration in overall assessment.**
12. **English Immersion: The finding that an individual student requires an additional year in an English Immersion classroom shall not result in a negative individual evaluation of that student's teacher. A teacher's performance evaluation will continue to be the product of the Principal's overall assessment. This language does not create absolute immunity against English immersion status from being a consideration in overall assessment.**
13. **Evaluation Cycle: Change cycle to two year cycle for professional status teachers, with one year being comprehensive evaluation year and off year being goal setting year. Retain instrument and process in all other respects.**

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.

Elementary Class Size Payment.

In the event that teacher's class size in grades 1 through 6 is between 27 and 30 students on October 1st, the teacher shall receive a lump sum stipend of \$250.00. Teachers in grades 1 through 6 whose class size is 31 or above on October 1st, shall receive a lump sum stipend of \$375.00. These payments will be made on or about February 1st. In the event that a teacher's class size in grades 1 through 6 is between 27 and 30 students on February 1st, the teacher shall receive a lump sum stipend of \$250.00. Teachers in grades 1 through 6 whose class size is 31 or above on February 1st, shall receive a lump sum stipend of \$375.00. These benefits shall be paid on or about June 30th. This benefits expires on August 31, 2009.

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 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. **Common Planning:** "When, in the discretion of the principal, a teacher is not needed to perform supervisory duties, the principal may assign that teacher to a common planning period for the purpose of planning interdisciplinary or grade level curriculum and instruction. In no event will a teacher be required to participate in common planning more than three times per week. Principals will make every effort to include teachers and other unit personnel at all grade levels and in all subject areas, in common planning activities."

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).

31. **Release Time for Parent Conferences. Pursue pilot program discussed by Parties previously.**

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. **Effective July 1, 2006, the City's contribution rate for active employees hired prior to July 1, 2006, shall be set at 80% for all health plans other than Master Medical; the subscriber shall pay the remainder. Effective July 1, 2006, the City's contribution rate for active employees hired on or after July 1, 2006, for all plans other than Master Medical, shall be set at 75%; the subscriber shall pay the remainder. Effective July 1, 2006, the City's contribution rate for Master Medical shall be set at 60%; the subscriber shall pay the remainder. Effective July 1, 2006, plan design changes as follows: \$10.00 office visit co-pay for all plans; \$10/\$20/\$35 RX co-pays for all plans; and \$50 ER visit co-pay for Fallon (Blue Choice already \$50).**

The Parties further agree in the drafting of a comprehensive collective bargaining agreement, to update the language of the health insurance article to remove obsolete language and, as necessary, to conform its language to the specific terms of this agreement.

It is understood and agreed, as an exception to any savings clause or similar language which may be contained in the collective bargaining agreement between the Parties, that if any portion of the health insurance changes set forth in this Article XXIX, which are essential components of the Parties' settlement, are held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provision is in any way restrained, then the City/School Committee shall be relieved of the obligation to pay or to continue to pay certain negotiated payments contained herein, all as more specifically stated herein. Should the tribunal or court of competent jurisdiction order uniform contribution levels by the employer at any higher level of contribution by the employer than 80%, either as a temporary remedy, or by virtue of a final judgment, then the City/School Committee shall be relieved of the obligation to pay or to continue to pay the step

adjustments set forth in Appendix A and Appendix B. which totals \$1,350.00. In the event that a final judgment is rendered and not appealed or is not further appealable which declares the health insurance changes valid or removes any restraint on their enforcement, then the City/School Committee shall continue to pay or resume paying the step adjustments, to the extent otherwise continuing to be applicable. In the event that a final judgment restores contribution levels retroactively to employer rates higher than 80%, the School Committee will be entitled to recover mitigation monies already paid. Should a final judgment restore contribution levels prospectively, the City/School Committee shall have no further obligation to pay or continue to pay the step adjustments prospectively and such step adjustments shall be permanently removed from the salary schedule.

The EAW will not initiate, pursue or finance any challenge to the health insurance changes negotiated in this contract and will notify the MTA that the EAW does not want the MTA to initiate, pursue or finance such a challenge on behalf of the EAW. This language shall not preclude a representative of the MTA or the EAW from complying with a lawfully issued subpoena so long as the representative did not initiate or bring about the issuance of the subpoena.

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 60% of the premium for its major indemnity carrier, Blue Cross/Blue Shield Master Medical, coverage for members of the bargaining unit who elect to participate in that health insurance plan.
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

Effective September 1, 2007, create a new longevity category at 10 years

After 10 years	\$ 500
15 years	\$1,000
20 years	\$1,500
25 years	\$2,000
30 years	\$2,500

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
UNDERPERFORMING SCHOOLS

If a school is deemed underperforming by the Department of Education, the following will take place to develop a corrective plan:

1. The professional staff of the building along with the building administration and any appropriate DAB administrators will meet to mutually write an educational plan to bring the school out of underperforming status. This will be a jointly shared responsibility between staff and administration.
2. This plan may require the waiving of certain articles of the contract. The plan will also have a one year duration.
3. The provisions of the contract that will not be altered are the following: Grievance Procedure, Leaves of Absence, Sick Leave, Reduction in Force, Dismissal of Teachers and the Salary Grid.
4. Once the plan has been written, it shall be submitted to both the EAW Board of Directors and School Committee for approval. Such approval shall not be unreasonably withheld.
5. Once the plan has been approved by the EAW and the School Committee, it will be voted on by EAW members in said building by Australian Ballot overseen by both EAW and Administration. In order for the plan to be approved it must have 2/3 majority vote.
6. If during the course of the year the plan needs to be revised, the above process will govern.
7. Time to write the plan will be provided during the school day; if not, the EAW members will be reimbursed at the after-school rate.
8. The Association and the School Committee agree to abide by all rules, statutes, regulations and other laws promulgated by the Board of Education and implemented by the Department of Education.

ARTICLE XXXV
DURATION

One year contract from 9/1/05 through 8/31/06, followed by three year contract from 9/1/06 through 8/31/09, with continued inclusion of language providing that, “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 31st. 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 31st. In the event that the School Committee is agreeable to negotiating a term other than one ending on a December 31st, the Parties will be authorized to negotiate some alternative contract term.”

- A. Effective September 1, 2005: 2.5% Cost of Living Adjustment (COLA);**
- B. Effective September 1, 2006:
2.5% COLA and \$1,350.00 applied to all steps on scale after the application of the COLA, tied to health insurance change and legal challenge language;**
- C. Effective September 1, 2007:
3% COLA and create a new longevity category at 10 years in the amount of \$500.00, and increase all other longevity categories by \$500.00;
Apply 3% increase to Appendix C and D, (excepting After School Rate, Elementary Assistant Principal Stipend, Team Evaluation Chair, Curriculum Liaisons).**
- D. Effective September 1, 2008:
3% COLA and after application of COLA, add \$375.00 to all columns and steps in recognition of being the first to enter into a contract for FY’09; and apply 3% increase to Appendix C and D, (excepting After School Rate, Elementary Assistant Principal Stipend, Team Evaluation Chair, Curriculum Liaisons).**

APPENDIX A
TEACHER SALARY SCHEDULE

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

First day of 2005-2006 school year (2.50%)

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	35,470	37,421	40,494	41,472	42,795	44,332	49,170
2	37,558	39,510	42,583	43,564	44,887	46,424	51,260
3	40,578	42,525	45,598	46,579	47,901	49,441	54,279
4	42,668	44,620	47,690	48,670	49,995	51,532	56,371
5	44,760	46,710	49,782	50,761	52,085	53,622	58,460
6	46,849	48,802	51,871	52,853	54,175	55,712	60,552
7	48,943	50,890	53,963	54,946	56,268	57,806	62,642
8	53,569	55,519	58,592	59,575	60,896	62,433	67,271
9	56,938	58,889	61,961	62,944	64,265	65,803	70,640

First day of 2006-2007 school year (2.50%)

Additional \$1350 for Health Insurance Adjustment							
STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	37,707	39,706	42,856	43,858	45,215	46,791	51,750
2	39,847	41,847	44,997	46,003	47,359	48,935	53,892
3	42,942	44,938	48,088	49,094	50,449	52,027	56,986
4	45,084	47,086	50,232	51,237	52,595	54,170	59,130
5	47,229	49,228	52,377	53,380	54,738	56,312	61,271
6	49,370	51,372	54,518	55,524	56,880	58,455	63,416
7	51,516	53,512	56,662	57,670	59,025	60,601	65,558
8	56,258	58,257	61,407	62,414	63,769	65,344	70,303
9	59,711	61,712	64,860	65,868	67,222	68,798	73,756

First day of 2007-2008 school year (3.0%)

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	38,838	40,897	44,142	45,174	46,571	48,194	53,302
2	41,042	43,103	46,347	47,383	48,780	50,403	55,509
3	44,230	46,286	49,531	50,566	51,962	53,588	58,695
4	46,437	48,498	51,739	52,774	54,173	55,795	60,904
5	48,646	50,705	53,948	54,982	56,380	58,002	63,109
6	50,851	52,914	56,153	57,190	58,586	60,208	65,318
7	53,062	55,118	58,362	59,400	60,796	62,419	67,525
8	57,945	60,005	63,249	64,287	65,682	67,304	72,412
9	61,503	63,563	66,806	67,844	69,239	70,862	75,969

First day of 2008-2009 school year (3.0%)

Additional \$375 to all Columns and Steps

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	40,378	42,499	45,841	46,904	48,343	50,015	55,276
2	42,649	44,771	48,113	49,179	50,618	52,290	57,549
3	45,932	48,050	51,392	52,458	53,896	55,570	60,831
4	48,205	50,328	53,667	54,732	56,173	57,844	63,106
5	50,480	52,601	55,942	57,006	58,446	60,117	65,378
6	52,752	54,876	58,213	59,281	60,719	62,390	67,653
7	55,029	57,146	60,488	61,557	62,995	64,667	69,925
8	60,059	62,180	65,522	66,590	68,027	69,698	74,959
9	63,723	65,845	69,185	70,254	71,691	73,363	78,623

WORCESTER PUBLIC SCHOOLS
VOCATIONAL SCHOOL TRADE TEACHERS

First day of 2005-2006 school year (+2.50%)

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	35,470	37,421	38,436	40,494	41,472	42,795	44,332	45,851	49,170
2	37,558	39,510	40,529	42,583	43,564	44,887	46,424	47,942	51,260
3	40,578	42,525	43,544	45,598	46,579	47,901	49,441	50,962	54,279
4	42,668	44,620	45,636	47,690	48,670	49,995	51,532	53,052	56,371
5	44,760	46,710	47,724	49,782	50,761	52,085	53,622	55,142	58,460
6	46,849	48,802	49,817	51,871	52,853	54,175	55,712	57,235	60,552
7	48,943	50,890	51,911	53,963	54,946	56,268	57,806	59,322	62,642
8	53,569	55,519	56,537	58,592	59,575	60,896	62,433	63,952	67,271
9	56,938	58,889	59,907	61,961	62,944	64,265	65,803	67,322	70,640

First day of 2006-2007 school year (+2.50%)

Additional \$1350 for Health Insurance Adjustment

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	37,707	39,706	40,747	42,856	43,858	45,215	46,791	48,348	51,750
2	39,847	41,847	42,892	44,997	46,003	47,359	48,935	50,491	53,892
3	42,942	44,938	45,983	48,088	49,094	50,449	52,027	53,586	56,986
4	45,084	47,086	48,127	50,232	51,237	52,595	54,170	55,728	59,130
5	47,229	49,228	50,267	52,377	53,380	54,738	56,312	57,870	61,271
6	49,370	51,372	52,412	54,518	55,524	56,880	58,455	60,016	63,416
7	51,516	53,512	54,559	56,662	57,670	59,025	60,601	62,155	65,558
8	56,258	58,257	59,300	61,407	62,414	63,769	65,344	66,901	70,303
9	59,711	61,712	62,755	64,860	65,868	67,222	68,798	70,355	73,756

First day of 2007-2008 school year (3.0%)

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	38,838	40,897	41,970	44,142	45,174	46,571	48,194	49,798	53,302
2	41,042	43,103	44,178	46,347	47,383	48,780	50,403	52,006	55,509
3	44,230	46,286	47,362	49,531	50,566	51,962	53,588	55,194	58,695
4	46,437	48,498	49,571	51,739	52,774	54,173	55,795	57,400	60,904
5	48,646	50,705	51,775	53,948	54,982	56,380	58,002	59,607	63,109
6	50,851	52,914	53,985	56,153	57,190	58,586	60,208	61,816	65,318
7	53,062	55,118	56,196	58,362	59,400	60,796	62,419	64,020	67,525
8	57,945	60,005	61,079	63,249	64,287	65,682	67,304	68,908	72,412
9	61,503	63,563	64,637	66,806	67,844	69,239	70,862	72,466	75,969

First day of 2008-2009 school year (3.0%)

Additional \$375 for all Columns and Steps

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	40,378	42,499	43,604	45,841	46,904	48,343	50,015	51,667	55,276
2	42,649	44,771	45,879	48,113	49,179	50,618	52,290	53,941	57,549
3	45,932	48,050	49,158	51,392	52,458	53,896	55,570	57,224	60,831
4	48,205	50,328	51,433	53,667	54,732	56,173	57,844	59,497	63,106
5	50,480	52,601	53,703	55,942	57,006	58,446	60,117	61,770	65,378
6	52,752	54,876	55,979	58,213	59,281	60,719	62,390	64,046	67,653
7	55,029	57,146	58,257	60,488	61,557	62,995	64,667	66,315	69,925
8	60,059	62,180	63,287	65,522	66,590	68,027	69,698	71,350	74,959
9	63,723	65,845	66,952	69,185	70,254	71,691	73,363	75,015	78,623

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

First day of 2005-2006 school year (+2.50%)

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	45,348	47,296	48,314	50,369	51,353	52,675	54,211	55,730	59,048
2	47,449	49,397	50,417	52,471	53,454	54,776	56,311	57,829	61,149
3	49,542	51,492	52,510	54,565	55,549	56,869	58,407	59,926	63,244
4	51,637	53,584	54,604	56,657	57,640	58,965	60,501	62,020	65,339
5	53,740	55,687	56,706	58,760	59,742	61,065	62,602	64,121	67,440
6	55,832	57,777	58,797	60,851	61,834	63,157	64,694	66,210	69,529
7	58,375	60,324	61,343	63,396	64,379	65,704	67,237	68,757	72,076
8	61,374	63,321	64,341	66,395	67,377	68,701	70,238	71,756	75,074

First day of 2006-2007 school year (+2.50%)

Additional \$1350 for Health Insurance Adjustment

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	47,832	49,828	50,872	52,978	53,986	55,342	56,917	58,474	61,874
2	49,986	51,982	53,027	55,133	56,140	57,495	59,069	60,625	64,028
3	52,131	54,129	55,172	57,279	58,288	59,641	61,217	62,774	66,175
4	54,278	56,274	57,319	59,423	60,431	61,789	63,363	64,920	68,322
5	56,433	58,429	59,474	61,579	62,586	63,942	65,517	67,074	70,476
6	58,578	60,572	61,617	63,722	64,730	66,086	67,661	69,215	72,617
7	61,184	63,182	64,227	66,331	67,339	68,696	70,268	71,826	75,228
8	64,258	66,254	67,300	69,405	70,412	71,768	73,344	74,900	78,301

First day of 2007-2008 school year (3.0%)

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	49,267	51,323	52,398	54,567	55,606	57,002	58,624	60,228	63,731
2	51,485	53,541	54,618	56,787	57,824	59,220	60,841	62,444	65,949
3	53,695	55,753	56,828	58,997	60,036	61,430	63,053	64,657	68,160
4	55,907	57,962	59,038	61,206	62,244	63,643	65,264	66,868	70,372
5	58,126	60,182	61,258	63,427	64,463	65,860	67,482	69,086	72,590
6	60,335	62,389	63,466	65,634	66,672	68,069	69,691	71,292	74,796
7	63,020	65,078	66,154	68,321	69,359	70,757	72,376	73,981	77,485
8	66,186	68,242	69,319	71,487	72,524	73,921	75,544	77,147	80,650

First day of 2008-2009 school year (3.0%)

Additional \$375 for all Columns and Steps

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	51,120	53,237	54,345	56,579	57,649	59,087	60,758	62,410	66,018
2	53,405	55,522	56,631	58,865	59,934	61,372	63,042	64,692	68,303
3	55,681	57,801	58,907	61,142	62,212	63,648	65,320	66,972	70,580
4	57,959	60,076	61,185	63,417	64,486	65,927	67,597	69,249	72,858
5	60,245	62,363	63,471	65,704	66,772	68,211	69,882	71,534	75,143
6	62,520	64,635	65,744	67,978	69,047	70,486	72,157	73,805	77,414
7	65,285	67,405	68,513	70,746	71,815	73,255	74,922	76,575	80,184
8	68,547	70,664	71,773	74,007	75,075	76,514	78,186	79,836	83,444

APPENDIX A-1
ELEMENTARY NON-TEACHING ASSISTANT PRINCIPALS

First day of 2005-2006 school year (2.50%)
receives \$8,554 above teacher's salary

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	44,024	45,975	49,048	50,026	51,349	52,886	57,724
2	46,112	48,064	51,137	52,118	53,441	54,978	59,814
3	49,132	51,079	54,152	55,133	56,455	57,995	62,833
4	51,222	53,174	56,244	57,224	58,549	60,086	64,925
5	53,314	55,264	58,336	59,315	60,639	62,176	67,014
6	55,403	57,356	60,425	61,407	62,729	64,266	69,106
7	57,497	59,444	62,517	63,500	64,822	66,360	71,196
8	62,123	64,073	67,146	68,129	69,450	70,987	75,825
9	65,492	67,443	70,515	71,498	72,819	74,357	79,194

First day of 2006-2007 school year (2.50%)
receives \$8,758 above teacher's salary

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	46,465	48,464	51,614	52,616	53,973	55,549	60,508
2	48,605	50,605	53,755	54,761	56,117	57,693	62,650
3	51,700	53,696	56,846	57,852	59,207	60,785	65,744
4	53,842	55,844	58,990	59,995	61,353	62,928	67,888
5	55,987	57,986	61,135	62,138	63,496	65,070	70,029
6	58,128	60,130	63,276	64,282	65,638	67,213	72,174
7	60,274	62,270	65,420	66,428	67,783	69,359	74,316
8	65,016	67,015	70,165	71,172	72,527	74,102	79,061
9	68,469	70,470	73,618	74,626	75,980	77,556	82,514

**First day of 2007-2008 school year (3.0%)
receives \$9,021 above teacher's salary**

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	47,859	49,918	53,163	54,195	55,592	57,215	62,323
2	50,063	52,124	55,368	56,404	57,801	59,424	64,530
3	53,251	55,307	58,552	59,587	60,983	62,609	67,716
4	55,458	57,519	60,760	61,795	63,194	64,816	69,925
5	57,667	59,726	62,969	64,003	65,401	67,023	72,130
6	59,872	61,935	65,174	66,211	67,607	69,229	74,339
7	62,083	64,139	67,383	68,421	69,817	71,440	76,546
8	66,966	69,026	72,270	73,308	74,703	76,325	81,433
9	70,524	72,584	75,827	76,865	78,260	79,883	84,990

**First day of 2008-2009 school year (3.0%)
receives \$9,291 above teacher's salary**

STEP	BACH	B+15	MAST	MA+15	MA+30	CAGS/2M	DOC
1	49,669	51,790	55,132	56,195	57,634	59,306	64,567
2	51,940	54,062	57,404	58,470	59,909	61,581	66,840
3	55,223	57,341	60,683	61,749	63,187	64,861	70,122
4	57,496	59,619	62,958	64,023	65,464	67,135	72,397
5	59,771	61,892	65,233	66,297	67,737	69,408	74,669
6	62,043	64,167	67,504	68,572	70,010	71,681	76,944
7	64,320	66,437	69,779	70,848	72,286	73,958	79,216
8	69,350	71,471	74,813	75,881	77,318	78,989	84,250
9	73,014	75,136	78,476	79,545	80,982	82,654	87,914

APPENDIX B
ADMINISTRATIVE POSITIONS--GROUP I

First day of 2005-2006 school year (2.50%)

Step	Base	M+30	CAGS/2M	D
1	56,186	63,513	65,049	69,888
2	58,398	65,726	67,262	72,100
3	60,614	67,939	69,472	74,315
4	62,827	70,153	71,691	76,529
5	65,039	72,364	73,904	78,739
6	68,084	75,412	76,951	81,787

First day of 2006-2007 school year (2.50%)

Additional \$1350 for Health Insurance Adjustment

Step	Base	M+30	CAGS/2M	D
1	58,941	66,451	68,025	72,985
2	61,208	68,719	70,293	75,252
3	63,480	70,988	72,559	77,522
4	65,748	73,257	74,833	79,792
5	68,015	75,523	77,101	82,058
6	71,136	78,648	80,225	85,181

APPENDIX B
ADMINISTRATIVE POSITIONS--GROUP I

First day of 2007-2008 school year (3.0%)

Step	Base	M+30	CAGS/2M	D
1	60,709	68,444	70,066	75,174
2	63,045	70,781	72,402	77,510
3	65,384	73,117	74,736	79,848
4	67,721	75,455	77,078	82,186
5	70,056	77,789	79,414	84,520
6	73,270	81,007	82,631	87,737

First day of 2008-2009 school year (3.0%)

Additional \$375 to All Column and Steps

Step	Base	M+30	CAGS/2M	D
1	62,906	70,873	72,542	77,805
2	65,311	73,279	74,949	80,210
3	67,721	75,686	77,353	82,619
4	70,127	78,093	79,765	85,026
5	72,532	80,497	82,172	87,430
6	75,843	83,812	85,485	90,744

WORCESTER PUBLIC SCHOOLS
ADMINISTRATIVE POSITIONS - GROUP II

First day of 2005-2006 school year (2.50%)

Step	Base	M+30	CAGS/2M	D
1	58,398	65,726	67,262	72,100
2	60,614	67,939	69,472	74,315
3	62,827	70,153	71,691	76,529
4	65,039	72,364	73,904	78,739
5	67,254	74,580	76,118	80,956
6	70,300	77,626	79,162	84,001

First day of 2006-2007 school year (2.50%)

Additional \$1350 for Health Insurance Adjustment

Step	Base	M+30	CAGS/2M	D
1	61,208	68,719	70,293	75,252
2	63,480	70,988	72,559	77,522
3	65,748	73,257	74,833	79,792
4	68,015	75,523	77,101	82,058
5	70,286	77,795	79,370	84,329
6	73,407	80,917	82,491	87,451

WORCESTER PUBLIC SCHOOLS
ADMINISTRATIVE POSITIONS - GROUP II

First day of 2007-2008 school year (3.0%)

Step	Base	M+30	CAGS/2M	D
1	63,045	70,781	72,402	77,510
2	65,384	73,117	74,736	79,848
3	67,721	75,455	77,078	82,186
4	70,056	77,789	79,414	84,520
5	72,394	80,128	81,752	86,859
6	75,609	83,345	84,966	90,074

First day of 2008-2009 school year (3.0%)

Additional \$375 to All Column and Steps

Step	Base	M+30	CAGS/2M	D
1	65,311	73,279	74,949	80,210
2	67,721	75,686	77,353	82,619
3	70,127	78,093	79,765	85,026
4	72,532	80,497	82,172	87,430
5	74,941	82,907	84,579	89,840
6	78,253	86,220	87,890	93,152

WORCESTER PUBLIC SCHOOLS

ADMINISTRATIVE POSITIONS--GROUP III

First day of 2005-2006 school year (2.50%)

Step	Base	M+30	CAGS/2M	D
1	65,039	72,363	73,903	78,739
2	67,253	74,580	76,118	80,956
3	69,466	76,793	78,327	83,171
4	71,680	79,006	80,545	85,381
5	73,894	81,221	82,759	87,595
6	76,110	83,434	84,970	89,808
7	79,154	86,481	88,016	92,854

First day of 2006-2007 school year (2.50%)

Additional \$1350 for Health Insurance Adjustment

Step	Base	M+30	CAGS/2M	D
1	68,015	75,522	77,100	82,058
2	70,285	77,795	79,370	84,329
3	72,553	80,063	81,636	86,600
4	74,822	82,331	83,908	88,866
5	77,092	84,602	86,177	91,135
6	79,363	86,870	88,445	93,404
7	82,482	89,993	91,566	96,525

WORCESTER PUBLIC SCHOOLS

ADMINISTRATIVE POSITIONS--GROUP III

First day of 2007-2008 school year (3.0%)

Step	Base	M+30	CAGS/2M	D
1	70,056	77,788	79,413	84,520
2	72,393	80,128	81,752	86,859
3	74,730	82,465	84,085	89,198
4	77,067	84,801	86,425	91,532
5	79,404	87,140	88,763	93,869
6	81,744	89,476	91,098	96,206
7	84,957	92,693	94,313	99,421

First day of 2008-2009 school year (3.0%)

Additional \$375 to All Column and Steps

Step	Base	M+30	CAGS/2M	D
1	72,532	80,496	82,170	87,430
2	74,940	82,907	84,579	89,840
3	77,346	85,314	86,982	92,249
4	79,754	87,720	89,393	94,653
5	82,162	90,129	91,801	97,061
6	84,571	92,535	94,206	99,467
7	88,431	96,360	98,021	103,256

Athletic Director

ADMINISTRATIVE POSITIONS - GROUP IV

First day of 2005-2006 school year (2.50%)

Step	Base	M+30	CAGS/2M	D
1	65,039	72,363	73,903	78,739
2	67,253	74,580	76,118	80,956
3	69,466	76,793	78,327	83,171
4	71,680	79,006	80,545	85,381
5	73,894	81,221	82,759	87,595
6	76,110	83,434	84,970	89,808
7	78,320	85,649	87,182	92,022
8	82,750	90,074	91,611	96,448
9	85,793	93,119	94,659	99,495

First day of 2006-2007 school year (2.50%)

Additional \$1350 for Health Insurance Adjustment

Step	Base	M+30	CAGS/2M	D
1	68,015	75,522	77,100	82,058
2	70,285	77,795	79,370	84,329
3	72,553	80,063	81,636	86,600
4	74,822	82,331	83,908	88,866
5	77,092	84,602	86,177	91,135
6	79,363	86,870	88,445	93,404
7	81,628	89,140	90,712	95,673
8	86,169	93,676	95,252	100,210
9	89,287	96,797	98,375	103,332

ADMINISTRATIVE POSITIONS - GROUP IV

First day of 2007-2008 school year (3.0%)

Step	Base	M+30	CAGS/2M	D
1	70,056	77,788	79,413	84,520
2	72,393	80,128	81,752	86,859
3	74,730	82,465	84,085	89,198
4	77,067	84,801	86,425	91,532
5	79,404	87,140	88,763	93,869
6	81,744	89,476	91,098	96,206
7	84,077	91,814	93,433	98,543
8	88,754	96,486	98,109	103,216
9	91,966	99,701	101,326	106,432

First day of 2008-2009 school year (3.0%)

Additional \$375 to All Column and Steps

Step	Base	M+30	CAGS/2M	D
1	72,532	80,496	82,170	87,430
2	74,940	82,907	84,579	89,840
3	77,346	85,314	86,982	92,249
4	79,754	87,720	89,393	94,653
5	82,162	90,129	91,801	97,061
6	84,571	92,535	94,206	99,467
7	86,974	94,944	96,611	101,875
8	91,792	99,756	101,428	106,687
9	95,100	103,067	104,741	110,000

Admin. Asst. to Special Ed. Director
 Systemwide Student Assignment Officer
 Lead Teacher (as of 9/22/03)(193 days stretch paid)
 Middle School Reading Facilitator (starting 8/15/05)

Grant Developer/Writer
 Development Specialist
 Coordinator of Title I (as of 1/3/06)
 Secondary Assistant Principals

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

First day of 2005-2006 school year (2.50%)

Step	Base	M+30	CAGS/2M	D
1	66,666	74,172	75,750	80,627
2	68,935	76,446	78,022	82,897
3	71,206	78,713	80,288	85,167
4	73,473	80,980	82,558	87,435
5	75,742	83,252	84,828	89,704
6	78,016	85,520	87,095	91,972
7	80,280	87,789	89,366	94,240
8	84,819	92,326	93,901	98,777
9	87,916	95,426	97,006	101,877

First day of 2006-2007 school year (2.50%)

Additional \$1350 for Health Insurance Adjustment

Step	Base	M+30	CAGS/2M	D
1	69,683	77,376	78,993	83,992
2	72,009	79,707	81,323	86,319
3	74,336	82,031	83,645	88,646
4	76,660	84,355	85,972	90,970
5	78,986	86,683	88,299	93,297
6	81,316	89,008	90,623	95,622
7	83,637	91,334	92,950	97,946
8	88,289	95,984	97,599	102,597
9	91,464	99,162	100,781	105,774

ADMINISTRATIVE POSITIONS
ALTERNATIVE AND COMP SKILLS CENTER -GROUP IV

First day of 2007-2008 school year (3.0%)

Step	Base	M+30	CAGS/2M	D
1	71,773	79,698	81,363	86,512
2	74,169	82,098	83,762	88,909
3	76,566	84,492	86,155	91,306
4	78,960	86,885	88,551	93,700
5	81,356	89,283	90,948	96,095
6	83,756	91,678	93,341	98,490
7	86,146	94,074	95,738	100,884
8	90,938	98,864	100,527	105,675
9	94,208	102,137	103,805	108,947

First day of 2008-2009 school year (3.0%)

Additional \$375 to All Column and Steps

Step	Base	M+30	CAGS/2M	D
1	74,301	82,464	84,179	89,482
2	76,769	84,936	86,650	91,951
3	79,238	87,401	89,114	94,420
4	81,703	89,867	91,582	96,886
5	84,171	92,337	94,051	99,353
6	86,643	94,803	96,517	101,820
7	89,106	97,271	98,985	104,285
8	94,041	102,204	103,918	109,220
9	97,409	105,576	107,294	112,590

ALTERNATIVE AND COMP SKILLS CENTER
 Coordinator of Alternative School

WORCESTER PUBLIC SCHOOLS
ADMINISTRATIVE POSITIONS--GROUP IVA

First day of 2005-2006 school year (2.50%)

Step	Base	M+30	CAGS/2M	D
1	65,039	72,363	73,903	78,739
2	67,253	74,580	76,118	80,956
3	69,466	76,793	78,327	83,171
4	71,680	79,006	80,545	85,381
5	73,894	81,221	82,759	87,595
6	76,110	83,434	84,970	89,808
7	78,320	85,649	87,182	92,022
8	81,368	88,694	90,231	95,069

First day of 2006-2007 school year (2.50%)

Additional \$1350 for Health Insurance Adjustment

Step	Base	M+30	CAGS/2M	D
1	68,015	75,522	77,100	82,058
2	70,285	77,795	79,370	84,329
3	72,553	80,063	81,636	86,600
4	74,822	82,331	83,908	88,866
5	77,092	84,602	86,177	91,135
6	79,363	86,870	88,445	93,404
7	81,628	89,140	90,712	95,673
8	84,752	92,262	93,837	98,795

WORCESTER PUBLIC SCHOOLS
ADMINISTRATIVE POSITIONS--GROUP IVA

First day of 2007-2008 school year (3.0%)

Step	Base	M+30	CAGS/2M	D
1	70,056	77,788	79,413	84,520
2	72,393	80,128	81,752	86,859
3	74,730	82,465	84,085	89,198
4	77,067	84,801	86,425	91,532
5	79,404	87,140	88,763	93,869
6	81,744	89,476	91,098	96,206
7	84,077	91,814	93,433	98,543
8	87,294	95,029	96,652	101,759

First day of 2008-2009 school year (3.0%)

Additional \$375 to All Column and Steps

Step	Base	M+30	CAGS/2M	D
1	72,532	80,496	82,170	87,430
2	74,940	82,907	84,579	89,840
3	77,346	85,314	86,982	92,249
4	79,754	87,720	89,393	94,653
5	82,162	90,129	91,801	97,061
6	84,571	92,535	94,206	99,467
7	86,974	94,944	96,611	101,875
8	90,288	98,255	99,926	105,187

WORCESTER PUBLIC SCHOOLS
ADMINISTRATIVE POSITIONS--GROUP V

First day of 2005-2006 school year (2.50%)

Step	Base	M+30	CAGS/2M	D
1	71,235	78,557	80,096	84,934
2	73,445	80,772	82,312	87,148
3	75,660	82,984	84,524	89,364
4	77,872	85,201	86,736	91,574
5	80,087	87,412	88,952	93,785
6	82,300	89,628	91,165	96,002
7	84,514	91,839	93,378	98,216
8	87,559	94,888	96,423	101,260

First day of 2006-2007 school year (2.50%)

Additional \$1350 for Health Insurance Adjustment

Step	Base	M+30	CAGS/2M	D
1	74,366	81,871	83,448	88,407
2	76,631	84,141	85,719	90,676
3	78,902	86,409	87,987	92,948
4	81,169	88,681	90,254	95,213
5	83,440	90,947	92,525	97,480
6	85,708	93,219	94,794	99,752
7	87,977	95,485	97,062	102,021
8	91,098	98,611	100,183	105,141

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

First day of 2007-2008 school year (3.0%)

Step	Base	M+30	CAGS/2M	D
1	76,597	84,327	85,951	91,059
2	78,930	86,666	88,291	93,397
3	81,269	89,001	90,626	95,736
4	83,604	91,342	92,962	98,069
5	85,943	93,676	95,301	100,404
6	88,279	96,015	97,637	102,744
7	90,617	98,350	99,974	105,082
8	93,830	101,569	103,189	108,295

First day of 2008-2009 school year (3.0%)

Additional \$375 to All Column and Steps

Step	Base	M+30	CAGS/2M	D
1	79,270	87,232	88,905	94,166
2	81,673	89,641	91,315	96,573
3	84,082	92,046	93,720	98,983
4	86,487	94,457	96,125	101,386
5	88,896	96,861	98,535	103,792
6	91,302	99,271	100,942	106,201
7	93,710	101,675	103,348	108,609
8	97,020	104,991	106,660	111,919

Director of Bilingual

Director of Transportation

Director of Extension Programs

Coordinator Cou Psy Com Outreach

Director of Occupational Education

Assistant Director (Shops)

Director of Health & Physical Education

Assistant Director of Special Education

Coordinator of Team Eval Chairpersons

Acting Project Director of Safe Schools / Healthy Student Grant

WORCESTER PUBLIC SCHOOLS

ADMINISTRATIVE POSITIONS--GROUP VI

First day of 2005-2006 school year (2.50%)

Step	Base	M+30	CAGS/2M	D
1	73,644	80,946	82,506	87,345
2	75,856	83,183	84,719	89,560
3	78,071	85,398	86,934	91,771
4	80,286	87,610	89,147	93,988
5	82,499	89,825	91,362	96,200
6	84,711	92,041	93,575	98,414
7	86,928	94,252	95,787	100,630
8	91,354	98,679	100,215	105,056
9	94,397	101,726	103,262	108,100

First day of 2006-2007 school year (2.50%)

Additional \$1350 for Health Insurance Adjustment

Step	Base	M+30	CAGS/2M	D
1	76,835	84,320	85,919	90,879
2	79,103	86,612	88,187	93,149
3	81,373	88,883	90,458	95,416
4	83,643	91,150	92,726	97,688
5	85,912	93,420	94,996	99,955
6	88,179	95,692	97,265	102,225
7	90,451	97,958	99,532	104,496
8	94,988	102,496	104,071	109,033
9	98,107	105,619	107,193	112,152

WORCESTER PUBLIC SCHOOLS

ADMINISTRATIVE POSITIONS--GROUP VI

First day of 2007-2008 school year (3.0%)

Step	Base	M+30	CAGS/2M	D
1	79,140	86,850	88,497	93,605
2	81,476	89,211	90,833	95,944
3	83,814	91,549	93,171	98,278
4	86,153	93,885	95,508	100,619
5	88,489	96,223	97,846	102,954
6	90,824	98,563	100,183	105,291
7	93,165	100,897	102,518	107,631
8	97,838	105,571	107,193	112,304
9	101,051	108,788	110,409	115,517

First day of 2008-2009 school year (3.0%)

Additional \$375 to All Column and Steps

Step	Base	M+30	CAGS/2M	D
1	81,890	89,830	91,526	96,789
2	84,295	92,262	93,933	99,197
3	86,704	94,671	96,342	101,601
4	89,112	97,076	98,748	104,012
5	91,519	99,485	101,157	106,418
6	93,924	101,895	103,563	108,825
7	96,335	104,299	105,968	111,235
8	101,148	109,113	110,784	116,048
9	104,457	112,427	114,096	119,357

As a result of collective bargaining, the Director of Special Education was removed from the unit effective with the date of ratification.

WORCESTER PUBLIC SCHOOLS

ADMINISTRATIVE POSITIONS--GROUP VII

First day of 2005-2006 school year (2.50%)

Step	Base	M+30	CAGS/2M	D
1	78,302	85,629	87,163	92,003
2	80,517	87,841	89,380	94,217
3	82,731	90,054	91,594	96,431
4	84,942	92,268	93,804	98,646
5	87,158	94,485	96,020	100,861
6	89,372	96,697	98,233	103,073
7	91,584	98,909	100,448	105,285
8	96,844	104,171	105,706	110,545

First day of 2006-2007 school year (2.50%)

Additional \$1350 for Health Insurance Adjustment

Step	Base	M+30	CAGS/2M	D
1	81,609	89,119	90,692	95,653
2	83,880	91,388	92,965	97,922
3	86,149	93,656	95,234	100,192
4	88,415	95,925	97,499	102,462
5	90,687	98,197	99,770	104,733
6	92,956	100,465	102,039	107,000
7	95,223	102,732	104,309	109,267
8	100,615	108,125	109,699	114,659

WORCESTER PUBLIC SCHOOLS

ADMINISTRATIVE POSITIONS--GROUP VII

First day of 2007-2008 school year (3.0%)

Step	Base	M+30	CAGS/2M	D
1	84,058	91,793	93,413	98,523
2	86,396	94,129	95,753	100,860
3	88,734	96,465	98,091	103,198
4	91,068	98,803	100,424	105,536
5	93,407	101,143	102,764	107,875
6	95,745	103,479	105,100	110,210
7	98,080	105,814	107,438	112,545
8	103,634	111,369	112,990	118,099

First day of 2008-2009 school year (3.0%)

Additional \$375 to All Column and Steps

Step	Base	M+30	CAGS/2M	D
1	86,954	94,922	96,590	101,853
2	89,363	97,328	99,001	104,261
3	91,771	99,734	101,409	106,668
4	94,175	102,142	103,812	109,077
5	96,585	104,552	106,221	111,486
6	98,992	106,958	108,628	113,891
7	101,397	109,364	111,037	116,296
8	107,118	115,085	116,755	122,017

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 – Effective 9/1/05 \$2400; effective 9/1/07 \$2472; effective 9/1/08 \$2546 above the salary of a classroom teacher.

CHAIRMAN OF DEPARTMENT HEADS – Effective 9/1/05 \$1800; effective 9/1/07 \$1854; effective 9/1/08 \$1910 above the regular salary.

COORDINATOR OF DEPARTMENT HEADS, CITY-WIDE – Effective 9/1/05 \$1920; effective 9/1/07 \$2090; effective 9/1/08 \$2153 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, 2005 - \$2678**
 Effective September 1, 2007 - \$2758
 Effective September 1, 2008 - \$2841

CURRICULUM SPECIALISTS, Occupational Education -
 Effective September 1, 2005 - \$1406
 Effective September 1, 2007 - \$1446
 Effective September 1, 2008 - \$1489

DIFFERENTIAL FOR THE FOLLOWING GROUPS:

Remedial Reading - **Effective September 1, 2005 - \$769**
Effective September 1, 2007 - \$792
Effective September 1, 2008 - \$816

Head Guidance Counselor - **Effective September 1, 2005- \$2500**
Effective September 1, 2007 - \$2575
Effective September 1, 2008 - \$2652

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, 2005 - \$2678 above the salary of a classroom teacher.
Effective September 1, 2007 - \$2758
Effective September 1, 2008 - \$2841

*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	

Effective September 1, 2005 - \$500 above the regular salary
Effective September 1, 2007 - \$515 above the regular salary
Effective September 1, 2008 - \$530 above the regular salary.

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

TEAM EVALUATION CHAIRPERSON – **Effective 9/1/05 \$5714; effective 9/1/06 \$5857; effective 9/1/07 \$6033; effective 9/1/08 \$6214**, in addition to whatever step teacher is on. (Teacher work year, plus 10 days.)

CURRICULUM LIAISONS - **Effective 9/1/2005 - \$2291; effective 9/1/06 \$2348; effective 9/1/07 \$2418; effective 9/1/98 \$2491**, includes summer work of sixty (60) hours.

SENIOR HIGH SCHOOL ADVISORS:

	9/1/2005	9/1/2007	9/1/2008
Yearbook	\$1,198	\$1,234	\$1,271
Yearbook Business Manager	\$769	\$792	\$816
Student Newspaper	\$982	\$1,011	\$1,042
Student Council	\$982	\$1,011	\$1,042
Senior Class	\$1,198	\$1,234	\$1,271
Junior Class	\$1,198	\$1,234	\$1,271
Sophomore Class	\$769	\$792	\$816
Freshman Class	\$769	\$792	\$816
Cheerleaders (season)	\$982	\$1,011	\$1,042
Math League - per competition			
Varsity	\$982	\$1,011	\$1,042
Junior Varsity	\$769	\$792	\$816
Academic Olympics	\$982	\$1,011	\$1,042
<u>COACHES:</u>			
Drama Club	\$982	\$1,011	\$1,042
Debate Club	\$769	\$792	\$816
Student Congress	\$769	\$792	\$816
Musical Play Director	\$530	\$546	\$562
TREASURER OF SCHOOL ACTIVITIES	\$1,061	\$1,093	\$1,126
*SYMPHONY ORCHESTRA COACHES			
- per session			
*A session consists of three hours and meets once a week	\$40	\$41	\$42

MIDDLE SCHOOL ADVISORS

Yearbook	\$600	\$618	\$637
Newspaper	\$600	\$618	\$637
Treasurer/Student Accounts	\$600	\$618	\$637

- B. Teachers assigned to ALTERNATIVE SCHOOLS shall be paid an additional stipend of 10% of the Bachelors, Step 1, with a cap of \$4,000.00 per year effective 9/1/2006. 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 \$8544 effective 9/1/05, \$8757 effective 9/1/2006, \$9020 effective 9/1/07, \$9291 effective 9/1/08.. 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, 2005, to June 30, 2005, 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.	EVENING SCHOOL:			
	<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.	SUMMER SCHOOL			
	Principal	\$30.00	\$33.00	\$35.00
	Assistant Principal	\$30.00	\$33.00	\$35.00
	Teacher	\$25.00	\$28.00	\$30.00
	SPECIAL EDUCATION SUMMER SCHOOL			
	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			First Day of School 2007			First Day of School 2008		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Varsity Football	3925	4254	4584	4043	4382	4722	4164	4513	4863
Assistant JV Football	2260	2479	2699	2328	2553	2780	2398	2630	2863
Freshman Football	2260	2479	2699	2328	2553	2780	2398	2630	2863
Varsity Soccer B/G	2940	3049	3159	3028	3140	3254	3119	3235	3351
JV Soccer B/G	2002	2111	2221	2062	2174	2288	2124	2240	2356
Varsity Field Hockey	2719	3049	3159	2801	3140	3254	2885	3235	3351
JV Field Hockey	2002	2111	2221	2062	2174	2288	2124	2240	2356
Cross Country	2327	2436	2546	2397	2509	2622	2469	2584	2701
Volleyball B/G	2327	2436	2546	2397	2509	2622	2469	2584	2701
Golf B/G	2021	2130	2241	2082	2194	2308	2144	2260	2377
Varsity Basketball B/G	3714	3823	3933	3825	3938	4051	3940	4056	4173
JV Basketball B/G	2361	2470	2584	2432	2544	2662	2505	2620	2741
Freshman Basketball	2361	2470	2584	2432	2544	2662	2505	2620	2741
Indoor Track	2327	2436	2546	2397	2509	2622	2469	2584	2701
Varsity Hockey	3714	3823	3933	3825	3938	4051	3940	4056	4173
Asst./JV Hockey	2364	2473	2584	2435	2547	2662	2508	2624	2741
Swimming B/G	3511	3620	3730	3616	3729	3842	3725	3840	3957
Wrestling	2936	3045	3155	3024	3136	3250	3115	3230	3347
Varsity Baseball	3036	3145	3255	3127	3239	3353	3221	3337	3453
JV Baseball	2021	2130	2241	2082	2194	2308	2144	2260	2377
Varsity Softball	3036	3145	3255	3127	3239	3353	3221	3337	3453
JV Softball	2021	2130	2241	2082	2194	2308	2144	2260	2377
Tennis B/G	2049	2158	2268	2110	2223	2336	2174	2289	2406
Outdoor Track	2584	2693	2803	2662	2774	2887	2741	2857	2974
Lacrosse B/G	2833	2942	3052	2918	3030	3144	3006	3121	3238
JV Lacrosse	2002	2111	2221	2062	2174	2288	2124	2240	2356
Crew Fall/Spring	2833	2942	3052	2918	3030	3144	3006	3121	3238
Head Crew	Effective 09/01/03		3552			3659			3768
High School Intramurals	Effective 01/01/01		788			812			836
Middle School Basketball	Effective 01/01/01		788			812			836
Middle School Intramurals	Effective 01/01/01		788			812			836
Middle School Coordinator	Effective 01/01/01		879			905			933
Unified Sports	Effective 01/01/01		788			812			836
Unified Sports Coordinator	Effective 01/01/01		879			905			933
Elementary School Coaches	Effective 01/01/01		788			812			836
Elementary League Directors	Effective 01/01/01		1061			1093			1126
Elementary Coordinator	Effective 01/01/01		879			905			933

APPENDIX E
SUPERVISORS OF ATTENDANCE

For space constraints, the parties agree that while these positions are not being filled, the six pages of language not be included in the contract, but that if the positions return said language will be in effect.

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.
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 Doctorate	Bachelors plus 90 credits

(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 how 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 cause.
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 11th 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 1st 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 1st 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 1st 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 **8/31/09**. 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. The educational leader of the SLC shall issue a report, two times per year, and deliver

same to the EAW. The Report shall serve as an update as to the status of each SLC, and shall to the extent possible, identify any potential areas for change.

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, 2009 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 15th for the first semester and January 15th 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 Program shall expire on August 31, 2009.

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 program is to be extended through August 31, 2009.

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
_____ day of _____, 2006.

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