

# A G R E E M E N T

between the

WORCESTER SCHOOL COMMITTEE

and the

EDUCATIONAL ASSOCIATION OF WORCESTER

*September 1, 2016 – August 31, 2017*

*and*

*September 1, 2017 – August 31, 2020*

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## AGREEMENT

This Agreement is made and entered into August 29, 2017, 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 Student and Staff Support Manager and Director of Transportation.

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.
    - (c) 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 (Formerly Article XXIV paragraph A).

**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.

- D. Step and Column Placement Criteria  
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:  
BA+15\*\*, MA, MA+15\*\*, MA+30, CAGS/2MA, Doctorate  
(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.

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 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 ten (10) 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). 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, step-mother, step-father, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, child, step-child, grandchild, **grandparent (effective 2017-18)**, **domestic partner (effective 2017-18)**, 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 vacation periods. Saturdays Sundays and Holidays 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. When the bereavement leave is delayed pursuant to this paragraph, such leave shall be delayed to the date of the funeral and shall be taken only in consecutive days, with no splitting up of the benefit days. Saturdays, Sundays and Holidays are specifically excluded and shall not be counted.

6. Funerals:
  - (a) 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.

- (c) Unused personal days may be carried over from year to year and converted to sick leave, subject to the two hundred (200) day limit imposed at Article IV, Paragraph A.

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 and 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 administrators personal attention is required. This leave shall run concurrently with any FMLA leave time to which the employee is eligible, up to the maximum of twelve (12) weeks of FMLA time.
- 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, PATERNITY, AND ADOPTION 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. Maternity, Paternity, and 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. The use of up to four weeks of accrued sick leave under the provisions of Paragraph J shall be in addition to the use of any of the ten sick days per year provided for under Article IV, Paragraph B(14) and which have not already been used by the affected employee; 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 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.
- E. The employer shall provide itinerant teachers with notice of the main school to which they will be assigned for the following school year by July 15<sup>th</sup> where practicable. Such assignments may be altered as a result of changes in student enrollments or other situations beyond the employer's control.

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, effective with the 2017-18 school year, they agree as follows:

**Teacher Transfers.** Requests by teachers for transfers shall be made in the following manner:

- A. The district shall notify all personnel of existing known vacancies by way of two separate bid lists, with the first occurring no later than April 1st and the second occurring no later than May 15th. A teacher who seeks a transfer will receive written notice of the resolution of his/her transfer request by June 15th.
- B. A list of all vacancies shall be maintained by school system showing the date that the position appeared on a bid list and the successful bidder for each position. Such list shall be made available to the EAW.
- C. No new appointments may be made until pending transfer requests for existing openings have been considered.
- D. As used in this section, “consideration” of a transfer request shall mean the following:
  1. Except on the conditions otherwise set forth in this subsection, each appropriately certified individual who is a Teacher with Professional Teacher Status in the Worcester Public Schools and who has requested a transfer to a position that will be vacant in the next school year, shall be interviewed by the building principal or other pertinent administrator. The principal will convene an interview committee consisting of teachers and/or other building staff as well as district staff;
  2. No principal or administrator shall be required to interview more than five (5) such teachers in order to comply with the requirements of this subsection, although nothing herein shall be construed to prohibit a principal or other pertinent administrator from interviewing as many internal candidates for a vacancy as she/he deems necessary.
  3. Once the bid list deadline has passed, the Human Resources office shall provide to the principal a list of all transfer applicants for each of his/her positions. The list shall be arranged by seniority, with the most senior applicant listed first. Principals shall be required to consider the top five applicants, and may consider additional applicants. If a principal chooses to consider additional applicants, then s/he shall follow the seniority ranking in order. Seniority shall mean length of service as a member of Unit A with the Worcester Public Schools.
  4. The decision to hire a teacher from the transfer list shall reside entirely with the building principal or administrator charged with making the hiring decision.
- E. Employees may seek transfers outside of their current discipline if licensed in the transfer area.
- F. All vacancies that arise after the bid list(s), and during the school year, will be posted and available for bid by employees prior to February 1st. A position filled internally prior to

February 1st will be a permanent appointment. The results of the bid will take effect at the beginning of the following year.

- G. In considering employees for transfer to a vacant position, the appropriate administrator will consider at a minimum the following: credentials held by applicants; education; experience; evaluation, and seniority. The appropriate building administrator may consider other criteria.
- H. 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.
- I. No administrator will be involuntarily transferred without 30 days' written notice. Reasons for the transfer will be specified in writing before the transfer occurs.
- J. Department Head positions are advertised internally by paper and e-mail among Worcester Public secondary schools. Worcester Public Schools does not recruit or advertise for Department Heads outside the system. Candidates may apply by submitting a resume and a cover letter, but will not be required to submit a Training and Experience report. All licensed candidates will be interviewed. The Principal in the school where the vacancy exists will conduct the interview and will include a minimum of one and a maximum of three teachers from the department as well as any other relevant personnel who the Principal believes would assist in the selection process. Each interview panelist will complete a strengths and weakness form for each candidate.
- K. When a vacancy occurs in an Instructional Coach or Team Chair position, the vacancies shall be posted internally and externally concurrently. The selection regarding Instructional Coaches shall be made by the Building Principal. The selection regarding Team Chairs shall be made by the Manager of Special Education. In the cases of both these positions, the selection process to be utilized shall be the Strength and Weaknesses Process.

VOCATIONAL SCHOOL: See Vocational Appendix.

**Unit B Transfers.** Requests by members of Unit B for transfer shall be made in the following manner:

- A. The district shall notify all personnel of existing known vacancies by way of two separate bid lists, with the first occurring no later than April 1 and the second occurring no later than May 15. An administrator who seeks a transfer will receive written notice of the resolution of his/her transfer request by June 15.
- B. A list of all vacancies shall be maintained by the school system showing the date that the position appeared on the bid list and the successful bidder for each position. Such list shall be made available to the EAW

- C. No new appointments shall be made until pending transfer requests for existing openings have been considered.
- D. As used in this subsection, “consideration” of a transfer request shall mean the following:
  - 1. Except on the conditions otherwise set forth in this subsection, each appropriately certified individual who has been employed in his/her Unit B position for at least three complete consecutive years in the Worcester Public Schools and who has requested a transfer to a position that will be vacant in the next school year shall be interviewed by the building principal or other pertinent administrator. The principal or administrator will convene an interview committee consisting of teachers and/or other building staff as well as district staff;
  - 2. No principal or other administrator shall be required to interview more than three (3) such administrators in order to comply with the requirements of this subsection, although nothing herein shall be construed to prohibit a principal or administrator from interviewing as many internal candidates for a vacancy as s/he deems necessary
- E. Once the bid list deadline has passed, the human resources office shall provide to the hiring manager (principal or other administrator) a list of all transfer applicants for each of his/her positions. The list shall be arranged by seniority, with the most senior applicant listed first. The hiring manager shall be required to consider the top three applicants, and may consider additional applicants. If the hiring manager chooses to consider additional applicants, then s/he shall follow the seniority ranking in order. Seniority shall mean length of service as a member of Unit B within the Worcester Public Schools.
- F. The decision to hire an administrator from the transfer list shall reside entirely with principal or administrator charged with making the hiring decision.
- G. Members of Unit B as described in D (1) may seek transfer into any Unit B position for which they are appropriately licensed.
- H. All vacancies that arise after the bid lists, and during the school year, will be posted and available for bid by Unit B employees. The results of the bid list(s) will take effect at the beginning of the following school year.
- I. In considering employees for transfer to a vacant position, the hiring manager will consider at a minimum the following: credentials held by applicants; education; experience; evaluation; and seniority. The appropriate hiring manager may consider other criteria.

VOCATIONAL SCHOOL: See Vocational Appendix.

The following language was in place through the end of the 2016-17 school year:

- 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 equal weight to the following criteria in determining transfers to fill said vacancies:
  - 1. Educational preparation
  - 2. Quality of performance within the educational profession, which shall include an interview with the building principal of the building with the vacancy; and
  - 3. Length of service as a professional educator within the Worcester Public Schools.

  - a. 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.
  - b. 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 employer shall notify all personnel of existing known vacancies by way of two separate bid lists, with the first occurring no later than May 1<sup>st</sup> and the second occurring no later than June 1<sup>st</sup>. Return dates will be set early enough to permit adequate processing. Vacancies which occur after the May or June bid lists will appear on the next bid list.
- D. Itinerant vacancies which involve assignment to a single school for 80% of the week or more shall be listed as such on the bid list.
- E. The employer shall identify all positions appearing on the bid lists by number and shall provide the EAW with a list which identifies the successful bidder for each numbered bid list position. This list shall be provided after the completion of the bid process or at such other times as agreed to by the parties.
- F. 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.
- G. **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. Accordingly, 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. (Formerly Attachment "E")

- H. 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.
- I.
  - 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.
- J. Department Head positions are advertised internally by paper and e-mail among Worcester Public secondary schools. Worcester Public School does not recruit or advertise for Department Heads outside the system. Candidates may apply by submitting a resume and a cover letter, but will not be required to submit a Training and Experience report. All licensed candidates will be interviewed. The Principal in the school where the vacancy exists will conduct the interview and will include a minimum of one and a maximum of three teachers from the department as well as any other relevant personnel who the Principal believes would assist in the selection process. Each interview panelist will complete a strengths and weakness form for each candidate.
- K. When a vacancy occurs in an Instructional Coach or Team Chair position, the vacancies shall be posted internally and externally concurrently. The selection regarding Instructional Coaches shall be made by the Building Principal. The selection regarding Team Chairs shall be made by the Manager of Special Education. In the cases of both these positions, the selection process to be utilized shall be the Strength and Weaknesses Process.

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 that 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

The following language was in place through the end of the 2016-17 school year:

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.

Effective with the 2017-18 school year, layoffs shall be conducted within disciplines based on a teacher's job performance and the best interest of the students, which is defined as follows: the teacher's past summative overall evaluation ratings as compared to other teachers past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of Meets the Standards of the Worcester Public Schools (for evaluations prior to 2012-2013), Proficient and Exemplary being considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

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

### **Vocational & Technical Disciplines at Worcester Technical High School**

- |    |  |
|----|--|
| 25 | Auto Collision                           |
| 26 | Automotive Technology                    |
| 27 | Biotechnology                            |
| 28 | Business Information Systems             |
| 29 | Carpentry                                |
| 30 | Cosmetology                              |
| 31 | Culinary Arts                            |
| 32 | Drafting                                 |
| 33 | Early Childhood                          |
| 34 | Electrical                               |
| 35 | Electromechanical                        |
| 36 | Environmental Technology                 |
| 37 | Finance & Marketing                      |
| 38 | Graphic Communications                   |
| 39 | Health Assisting                         |
| 40 | Heating, Ventilation, AC & Refrigeration |
| 41 | Hotel, Restaurant & Tourism              |
| 42 | Machine Technology                       |

43	Painting & Design
44	Plumbing
45	Sheet Metal
46	Telecommunications
47	Veterinary Assistant
48	Welding Technology

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 three 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.

8. Reduction in Number of Teachers in a School.

Effective with the 2017-18 school year: 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

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 three 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**  
**UNIT B PROMOTIONS**

The following process shall be used for the filling of unit B vacancies (Formerly Appendix F)

- A. 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)
- B. 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).

C. 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.

VOCATIONAL SCHOOL: See Vocational Appendix.

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

**A. EDUCATOR EVALUATION CONTRACT LANGUAGE**

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1) **Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

2) **Definitions (\* indicates definition is generally based on 603 CMR 35.02)**

- A) **\*Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers, adjustment counselors, physical therapist, and occupational therapist.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, physical education, alternative education, and CVTE. May also include special education teachers and reading specialists who teach whole classes.

- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including one unannounced observations of practice of no less than fifteen (15) minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03) (See Sections 9 and 10).
- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level District-wide. These measures may include, but shall not be limited to: student portfolios approved commercial assessments and District-developed pre and post unit and course assessments, and capstone projects, common interim assessments, department, grade and classroom assessments.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload Educators, unless otherwise noted.
- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.

- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) **\*Evaluator:** Any WPS employee designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings. Observations must be conducted by the building principal, assistant principal who are certified as building administrators, or department heads of the subject area being evaluated or another District administrator.
- i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing, with input from the Educator, the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) Observations must be conducted by a department head or certified administrator.
  - iv) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary Evaluator will be.
  - v) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon prior notification of ten (10) work days in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An Educator with Professional Teacher Status (PTS).

- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by Teams, departments, or groups of Educators who have the same role. In the first year of implementation each Educator shall have one professional practice goal and one student learning goal.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and District assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or negotiated agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) one of which will be of fifteen (15) minutes duration by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and District administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The Association or any successor collective bargaining representative and the School Committee are parties to the agreement.

- U) **\*Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard District-wide.
- Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory. To be rated Proficient overall, an Educator shall at a minimum, have been rated Proficient on the Curriculum, Planning, and Assessment and the Teaching All Students standards for Educators, 603 CMR 35.03(1) and 35.03 (2).
- Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and District-determined measures. The parties will negotiate the process for using state and District-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment

- ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.
- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) **\*Trends in student learning:** At least three to four years of data from the District-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low. Additional measures produced by the Educator within ten (10) working days of being made aware of his/her impact rating may be considered.

- EE) **Forms:** All forms shall be made available to Educators by the District electronically. Electronic submissions will be acceptable. Hard copies will be provided to the front office in each school building.
- FF) **New Assignments:** A change in building assignment, change in teaching discipline, or an Educator requested change in grade level at the elementary level.

3) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two District-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects District-wide. These measures may include: student portfolios, approved commercial assessments and District-developed pre and post unit and course assessments, capstone projects, common interim assessments, department, grade and classroom assessments. One such measure shall be the MCAS Student Growth Percentile (SGP), or Massachusetts English Proficiency Assessment gain scores or currently utilized state mandated assessments, if applicable, in which case at least three to four years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the District. The measures set by the District should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of practice including one of at least fifteen (15) minutes duration.

- ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator and discussed with the Evaluator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
    - (c) Evidence of fulfillment of Standard I Curriculum, Planning, and Assessment;
    - (d) Evidence of fulfillment of Standard II Teaching All Students
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – see # 23-24, below; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The Parties agree that the rubric attached to the agreement shall be used so long as such rubric is determined to be in compliance with applicable regulations.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, Districts shall arrange training for all Educators, principals, and other Evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The District through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The District through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on Educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the Educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the District. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
- B) Prior to December 15<sup>th</sup> and March 15<sup>th</sup> of each school year, Educators shall be provided with no less than forty-five (45) minutes, which may or may not be provided in a block, to receive guidance and training for the practice of gathering and providing evidence relative to the four standards and goals. This time may be provided during common planning, grade level Teams, department meetings, principals' meetings, or other contractual time.

7) **Evaluation Cycle: Self-Assessment**

- A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 7th or within four weeks of the start of their employment at the school.
- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator’s responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of effective practice using the District’s rubric.
  - (c) Proposed goals to pursue:
    - (1st) At least one goal, but not more than two, directly related to improving the Educator’s own professional practice.
    - (2nd) At least one goal, but not more than two, directly related to improving student learning.

B) Proposing the goals

- i) Educators must consider a goal for grade-level, subject-area, department Teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with Teams to consider establishing Team goals. Evaluators may participate in such meetings. Prior to the goal setting process, student data and school goals will be made available.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator’s first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area Team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be Team goals. In addition, these Educators may include individual professional

practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area Team goals.

8) **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, at least one goal, but not more than two, related to the improvement of practice; at least one goal, but not more than two, for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by Teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in Teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- E) The following data shall be made available to Educators on or about the third week in September and after each quarter:
1. Gender
  2. Home Language
  3. English Language Proficiency
  4. Formally Limited English Proficiency
  5. Special Education (status and IEP)
  6. Absences
  7. MCAS (scaled score, proficiency level/Spring, Winter, Fall and "s.g.p.")
  8. MAP (Fall, Winter)
  9. Core subject Grades (Secondary/English, Math, Science, Social Studies)
  10. PSAT (high school)
  11. DIBELS (elementary)
  12. Tardiness
  13. ACCESS (formerly MEPA) or equivalent State and/or District assessments
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS or PTS Educators on a Developing Plan**
- A) In all years of service without professional teacher status or for professional teacher status Educators on a developing plan:
- i) The Educator shall have at least two announced observations during the school year using the protocol described in section 11B, below. There is no maximum number of announced observations, although the expected norm would be not more than four (4) announced observations. In the event that the Evaluator determines to exceed this norm of four (4), he or she shall notify the Superintendent in writing, with a copy to the teacher, as to his or her reason for doing so.
  - ii) The Educator shall have at least three unannounced observations during the school year, with one of those being a minimum of fifteen (15) minutes in duration. There is no maximum number of unannounced observations, although the expected norm would be not more than five (5) unannounced observations. In the event that an Evaluator determines to exceed this norm of five (5), he or she shall notify the Superintendent in writing, with a copy to the teacher, as to his or her reason for doing so.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary on Self-Directed Growth Plan must have at least one unannounced observation of at least fifteen (15) minutes in duration during the evaluation cycle. There is no maximum number of unannounced observations, although the expected norm would not be more than three (3) unannounced observations. In the event that an Evaluator determines to exceed this norm of three (3), he or she shall notify the Superintendent in writing, with a copy to the teacher, as to his or her reason for doing so.

There is no requirement that any announced observations be conducted. There is no maximum number of announced observations, although given that there is no requirement that any announced observations be conducted, it is expected that there would likely not be more than two (2) announced observations. In the event that the Evaluator determines to exceed two (2), he or she shall notify the Superintendent in writing, with a copy to the teacher, as to his or her reason for doing so.

- B) The Educator whose overall rating is needs improvement on a Directed Growth Plan must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations, with one being at least fifteen (15) minutes in duration. There is no maximum number of unannounced observations, although the expected norm would be not more than four (4) unannounced observations. In the event that an Evaluator determines to exceed this norm of four (4), he or she shall notify the Superintendent in writing, with a copy to the teacher, as to his or her reason for doing so.

There is no requirement that any announced observations be conducted. There is no maximum number of announced observations, although given that there is no requirement that any announced observations be conducted, it is expected that there would likely not be more than four (4) announced observations. In the event that an Evaluator determines to exceed four (4), he or she shall notify the Superintendent in writing, with a copy to the teacher, as to his or her reason for doing so.

- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than two announced and three unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations. In the case of any inconsistency between this language and the language of the improvement plan, the language of the improvement plan prevails.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Walkthroughs, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator. These observations shall not include instructional rounds, learning walks or auditory or video recordings.
- ii) The Educator will be provided with brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) An observation resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, and PTS Educators on Improvement Plans and other Educators at the discretion of the Evaluator shall have at least two Announced Observations.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss together with the Educator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, and the student population served, and any other information that will assist the Evaluator to assess performance in the discretion of the Educator.

- (1st) The Educator shall provide the Evaluator a draft of the lesson plan, or equivalent documentation consistent with the Educator's role, i.e., student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1st) Describe the reason or reasons for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify support and/or Resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback. Evaluators are expected to make unannounced visits to classrooms. Evaluators are expected to give specific constructive feedback to Educators based on their observations of practice, and examination of artifacts. In addition, Evaluators shall give specific constructive feedback based on an analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than four weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and shall only be delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of a Formative Assessment Report, that needs improvement or unsatisfactory rating is determined, the Evaluator must conference with the Educator and may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and shall only be delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of a Formative Evaluation report, where a needs improvement or unsatisfactory rating is determined, the Evaluator must conference with the Educator and may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the Educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary Evaluator shall determine the overall summative rating that the Educator receives. To be rated Proficient overall, an Educator shall at a minimum, have been rated Proficient on the Curriculum, Planning, and Assessment and the Teaching All Students standards for Educators, 603 CMR 35.03(1) and 35.03(2).
- D) For an Educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's supervisor shall discuss and review the rating with the Evaluator and the supervisor shall confirm or revise the Educator's rating. In cases where the superintendent serves as the primary Evaluator, the superintendent's decision on the rating shall not be subject to review. It is anticipated that impact on student learning ratings will not be issued for the first time until October of 2016.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

- I) The Evaluator shall only deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with District and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal, but not more than two, related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal, but not more than two, for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and

learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or District. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs. The District will list PDP offerings, on the employee portal, as they become available.

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, District, or other providers in accordance with the Educator Plan.

16) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments. (See definition of new assignments)
- B) The Educator shall be evaluated at least annually.

17) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 3-4 years of data is collected and tabulated pursuant to Section 2DD whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 3-4 years of data is collected and tabulated pursuant to Section 2DD whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) **Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins provided that the Improvement Plan is implemented as written, or as amended by mutual agreement of the Resource Team and the Educator.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the Resources and professional development outlined in the Improvement Plan. The primary Evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the District.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the

Educator to discuss the Improvement Plan and to create the appropriate Resource Team support. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

- ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
- iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
- ii) Describe the activities and work products the Educator must complete as a means of improving performance;
- iii) Describe the assistance that the District will make available to the Educator consistent with the improvement goals and/or student learning outcomes;
- iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
- v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
- vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
- vii) Include the signatures of the Educator and Supervising Evaluator and the Improvement Plan Resource Team Members.
- viii) Resource Team

The Resource Team consists of the principal or the supervisor as the primary Evaluator and teachers assigned for the purpose of improving instruction in the classroom. The Resource Team is utilized as an element of an Improvement Plan and will be of a duration of 30 school days to one school year plan.

- a.) Professional Environment of the Resource Team

1. The contribution of the Resource teacher to other teachers, school and society are dependent upon the existence of an environment consistent with his/her responsibilities. Such an environment includes both psychological and physical conditions of work.

2. Psychological conditions of work refer essentially to a climate within which the Resource teacher has freedom to exercise his/her competencies on a professional level. Characteristics of this psychological environment include favorable interpersonal relations among the school staff, freedom to employ innovative ideas within the Resource program, and forward-looking administrative and personnel policies.

3. Physical conditions of work include appropriate clerical and secretarial assistance, office facilities and equipment, and a budget to purchase Resource materials of various kinds.

b.) General Description

1. The Resource Team shall consist of three to five teachers/administrators from appropriate curriculum and administrative areas and shall include the principal or the supervisor as the primary Evaluator.

2. Normal reimbursement for travel expenses shall be provided.

3. The Resource teachers shall make every effort to build security within the teacher, bearing in mind that the dignity of the teacher must be respected at all times.

4. The Resource teachers' communications with teachers and administrators shall be considered confidential.

5. The goal throughout, at all times, shall be to secure better teaching.

c.) Responsibilities:

The Resource Team shall:

1. Meet with the Human Resource Manager to clarify expectations and develop a schedule.

2. Consult with the Evaluating Staff and the teacher.

3. Spend time in observation of the classroom situation.

4. Make use of whatever information pertinent to the class is available, including the records of individual students.

d.) Suggestions as to how the Resource teacher may be helpful:

1. Plan lessons with the classroom teacher.
2. Hold conferences with the classroom teacher.
3. Make suggestions for grouping of children.
4. Suggest the many sources of professional help in the system.
5. Suggest ways in which the equipment and materials available in the building can be used effectively.
6. Suggest management techniques.
7. Demonstrate good teaching techniques to individual teachers or to small groups of teachers.
8. Suggest methods of evaluating the work of pupils.
9. Help the teacher set up realistic goals.
10. Suggest techniques for improving communications with parents.
11. Arrange opportunity for teachers to visit and observe other teachers.

e.) The Resource Team shall be selected by a Team comprised of the Principal, Quadrant Manager and Human Resource Manager. The appropriate supervisor/director will also be utilized for itinerant staff and for teachers in a special subject area.

f.) Qualifications

1. Five years of successful experience in the Worcester Public Schools at the appropriate level in which they are offering assistance.
2. Experience in working with classes of varied economic and social background is desirable.
3. An ease and facility in working with teachers and principals.

g.) The Development of the Improvement Plan

1. The Human Resource Manager meets with the primary Evaluator and the Resource Team members to determine the area(s) of focus, and to schedule visits and observation dates.
2. The Human Resource Manager forwards a letter to the Educator including names of the Resource Team members, the area(s) of focus,

and the schedule visits and observation dates. The letter will include the date of the meeting to be held with the Educator, the primary Evaluator, the EAW President or designee and the Human Resource Manager.

3. The Educator, the primary Evaluator, the EAW President or designee and the Human Resource Manager meet to discuss the plan, affording the Educator the opportunity to obtain clarification on the areas of focus of the plan.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines

**EDUCATOR EVALUATION TIMELINES**

2013-2014 school year

**Educators on One Year Plan (Developing, Self-Directed Year 1)**

Activity:	Completed By:
<b>Superintendent, principal or designee meets with Evaluators and Educators to explain evaluation process</b>	<b>September 15</b>
<b>Evaluator meets with Educators in Teams or individually to assist in self-assessment and goal setting process</b>  <b>Educator submits self-assessment and proposed goals</b>	<b>October 7</b>
<b>Evaluators meet with Educators in Teams or individually to establish Educator plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)</b>  <b>Evaluator completes Educator Plans</b>	<b>November 1</b>
<b>Evaluator should complete first observation of each Educator</b>  <b>*observations on standards and indicators may begin at any time; observations on goals may begin after goals are accepted.</b>	<b>November 15*</b>
<b>Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)</b>  <b>* or four weeks before Formative Assessment Report date established by Evaluator</b>	<b>January 5*</b>
<b>Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans</b>  <b>* or four weeks after submission of evidence of parent outreach, professional growth, progress on goals (and other standards, if desired)</b>	<b>February 1*</b>
<b>Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator</b>	<b>February 15</b>
<b>Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)</b>  <b>*or 4 weeks prior to Summative Evaluation Report date established by</b>	<b>April 20*</b>

<b>Evaluator</b>	
<b>Evaluator completes Summative Evaluation Report</b>	<b>May 15</b>
<b>Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory</b>	<b>June 1</b>
<b>Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator</b>	<b>June 1</b>
<b>Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt</b>	<b>June 6 to sign response before next school year</b>

**Educators with PTS on Two Year Plans (Self Directed Year 2)**

<b>Activity:</b>	<b>Completed By:</b>
<b>Evaluator completes unannounced observation(s)</b>	<b>Any time during the 2-year evaluation cycle</b>
<b>Evaluator completes Formative Evaluation Report</b>	<b><i>June 1 of Year 1</i></b>
<b>Evaluator conducts Formative Evaluation Meeting, if any</b>	<b><i>June 1 of Year 1</i></b>
<b>Evaluator completes Summative Evaluation Report</b>	<b>May 15 of Year 2</b>
<b>Evaluator conducts Summative Evaluation Meeting, if any</b>	<b>June 1 of Year 2</b>
<b>Evaluator and Educator sign Summative Evaluation Report</b>	<b>June 6 of Year 2</b>

**Educators on Plans of Less than One Year (Directed, Improvement)**

**The timeline for Educators on Plans of less than one year will be established in the Educator Plan.**

**Educator Evaluation Timeline**

<b>Educators on Summative Plan (Developing, Self-Directed Year 1)</b>	<b>Completed by</b>	<b>Educators on Formative Plan (Self-Directed Year 2) Completed by</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15	September 15
Evaluator meets with Educators in teams or individually to assist in self-assessment, goal setting and plan development process. Educator submits self-assessment, proposed goals and plan.	October 7	October 7 <sup>th</sup>
Evaluator should complete first observation of each Educator. *observations on standards and indicators may begin at any time; observations on goals may begin after goals are accepted.	November 15*	No deadline
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	January 5*	NA
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans *or four weeks after submission of evidence of parent outreach, professional growth, progress on goals (and other standards, if desired)	February 1*	NA
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15	NA
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 20*	April 20
Evaluator completes Summative or Formative Evaluation Report	June 1	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 6	June 6
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 6	June 6
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 6 to sign – responses before next school year.	June 6

The timeline for **Educators on Plans of less than one year** will be established in the Educator Plan (Directed, Improvement).

Note: If date falls on a non-school day or a day when the Evaluator or Educator is not present at work, the deadline for completion will be on the next school day when both the Evaluator and the Educator are present.

## 21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall no later than at the end of their third year of employment. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation and/or a formative performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, public commendation or other acknowledgement as determined by the District through collective bargaining where applicable.

**22. Rating Impact on Student Learning Growth**

The Parties anticipate ESE will provide guidance on rating Educator impact on student learning growth based on state and District-determined measures of student learning. The Parties agree to bargain with respect to the impact of this guidance, to the extent required by Mass. G.L. c. 150E.

**23. Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**24. Using Staff feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**25. Transition from Existing Evaluation System**

- A) At the time of transition to the new evaluation system, as more fully described herein, Educators were placed on Educator plans in accordance with the following table. Subsequent placement of these Educators on Educator plans shall be in accordance with the recommendations of the Evaluator consistent with the negotiated language.



Stat Summ 1	PTS Self-Directed Growth Summative
Stat Form 2	PTS Self-Directed Growth Formative
w/o Status 1	Non PTS Developing 1 Summative
w/o Status 2	Non PTS Developing 2 Summative
w/o Status 3	Non PTS Developing 3 Summative
Resource Team	Improvement Summative
Recc Approp Staff Development	Directed Growth Summative

- B) For the 2012/2013 school year only, and not thereafter, guidance counselors, school adjustment counselors, school psychologists, Unit B administrators, and non-teaching elementary assistant principals shall follow the previously utilized formative evaluation process (Stat Form 2/goal-setting only). Beginning with the 2013/2014 school year, guidance counselors, school adjustment counselors, school psychologists, Unit B administrators, and non-teaching elementary assistant principals will transition from the OLD Eval Cycle to the NEW.
- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

**26. General Provisions**

- A) Only licensed Principals, Assistant Principals and Department Heads of the subject area being evaluated, or another District Administrator, may serve as primary Evaluators of Educators. Department Heads of the subject area being evaluated shall not be required to prepare summative evaluations. System-wide Department Heads may be required to prepare summative evaluations.
- B) Evaluators shall not make negative comments about the Educator’s performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff. Nothing in this paragraph is intended to limit an administrator’s ability to investigate a complaint, respond to an area of immediate behavioral concern, or secure assistance to support an Educator.

- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator and, if requested by the Educator an Association representative. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) Should issues arise regarding evaluation processes and procedures, the WPS and EAW shall meet to review, discuss and consider adjustments to the foregoing evaluation language on a monthly basis, if needed. The Party who requests such a meeting shall identify in writing the issues to be discussed together with any proposed adjustments to the evaluation contract language at least one week prior to the meeting. The parties may, by mutual agreement, amend this contract and implement such adjustments through a side letter of agreement. Any such side letter of agreement shall be incorporated into the contract at the time of the next printing so long as such side letter of agreement remains operative under its terms. The parties have agreed, effective with the start of the 2017/2018 school year, to form a working Evaluation Committee, comprised of an equal number of representatives of the Association and the Administration. This Evaluation Committee shall be ongoing throughout the entirety of the contract duration and shall meet regularly on dates mutually agreed to by the Evaluation Committee members. This working Evaluation Committee shall be charged with addressing issues which may arise from time to time regarding the evaluation processes and procedures and which issues represent global concerns of the parties. The Evaluation Committee is not intended to be utilized as a means to addressing individual concerns relative to a particular employee's evaluation. To the extent that the Evaluation Committee determines to make amendments or adjustments to the contract language, such amendments or adjustments shall be subject to the procedures identified at Article XIII, Section 26(E).
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

The Parties have agreed to retain the following paragraphs which were operative prior to the adoption of the new evaluation language included above, and they remain operative even with the adoption of the above language contained in this Article.

1. 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 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. To the extent possible, with each printing of the contract, the then applicable evaluation instrument(s) shall be included as an attachment to the Collective Bargaining agreement. Doing so will not change the current grievance rights and limitations applicable thereto and as expressed in Paragraph B (1) of Article XIII.

3. No evaluator may mark a teacher or administrator who is an immediate relative of the evaluator.

4. 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.

5. 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.

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. All personnel shall have the right upon request to review the contents of his/her personal file.

10. 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.

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. 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.
- D. Copies of this Agreement will be printed at a joint expense and a copy given to each teacher and administrator. (Formerly Article XXIV, paragraph H)

**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.
1. 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.
  2. The Parties have agreed to the formation of a study committee, comprised of an equal number of union members and representatives of the administration for purposes of study, and if warranted, making recommendations regarding the implementation of a so-called Professional Review Board to assist teachers in improving their professional performance. The concept is one that would involve a process separate and distinct from the existing evaluation system and resource team process. In the event that the Study Committee issues a recommendation regarding the implementation of a Professional Review Board, no such implementation will occur unless the terms and conditions of such implementation have been ratified by the EAW and the School Committee. In the absence of ratification by all Parties, no such implementation will occur.

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.
  3. The Parties agree that as part of annual building assessments, the District will include in such assessments a review of the available space for special education teachers without classrooms and itinerant teachers.
- 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 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.
- 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 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

No teacher or administrator with professional teacher status shall be reprimanded without just cause.

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

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

Effective with the 2017-18 school year:

1. Two regular faculty meetings for each building will be scheduled for September through June beginning no later than fifteen (15) minutes after the close of the normal school day and lasting no more than ninety (90) minutes. The Principal shall have flexibility as to the length of the two monthly meetings in a month, so long as the aggregate total of the two meetings in the month does not exceed one hundred eighty (180) minutes. There will not be a second meeting in the months of December, February or June. One meeting shall be on the first or second Monday of each month. The dates for each building will be announced before September 15th for the entire academic year. Meeting dates may be changed so long as faculty is provided at least thirty (30) days advance notice of the change. In the event that the date of a meeting changes, staff members who can demonstrate the existence of a previous commitment on the day that such a meeting is rescheduled shall be excused from the rescheduled meeting.
2. Individual schools may create flexible schedules under Article XXVI, Section 1 of the contract with the following provisos:
  - a. The total number of minutes shall not exceed the total minutes described in Section 1; and
  - b. A schedule shall be presented for a vote of the faculty. A vote by the majority of the faculty who cast votes shall determine whether the alternate plan shall be

implemented. Such vote shall occur prior to the end of the school year which precedes the alternate faculty meeting plan.

3. Attendance at monthly faculty meetings is an individual professional obligation of the same rank as the conduct of regularly assigned classes.
4. 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.
5. 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.
6. Principals may designate one of the monthly faculty meetings as a department meeting.
7. 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 seventeen (17) in any year exclusive of meetings on released time (which are not within the scope of this Agreement).
8. This revised language reflects the agreement of the Parties that effective with the start of the 2017/2018 school year, the requirement of attendance at eight hours per year of in-service seminars, as more fully described at the prior Article XXVI, Paragraph 8, has been deleted from the collective bargaining agreement.

VOCATIONAL SCHOOL: See Vocational Appendix.”

The following language was in in effect through the 2016-17 school year:

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. Effective with the 2011-2012 school year, the regular monthly faculty meeting time shall be reduced by a total of three hundred (300) minutes, which shall be accomplished through the reduction of the first meeting in September from ninety (90) minutes to sixty (60) minutes, and the elimination of the second ninety (90) minute meetings in the months of December, February, and June.
2. 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. Effective the 2011-2012 school year the cumulative total time of regular monthly faculty meetings in any academic year shall not exceed 600 minutes.
  - B. All meetings shall be on the first or second Monday of the month, beginning no later than fifteen (15) minutes after the close of the normal school day.
  - C. At the discretion of the principal, the meetings may be scheduled in blocks of time up to but not exceeding 120 minutes.
  - D. The dates for each building will be announced before September 15<sup>th</sup> for the first semester and January 15<sup>th</sup> for the spring semester.
  - E. Meeting dates may be changed with a minimum of thirty days notice.
  - F. In the event of such changes, however, staff members who can demonstrate the existence of a previous commitment on the day such a meeting is rescheduled, such a staff member shall be excused from the rescheduled meeting. (Formerly Attachment "B")
3. Attendance at monthly faculty meetings is an individual professional obligation of the same rank as the conduct of regularly assigned classes.
  4. 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.
  5. 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.
  6. 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.

7. 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 seventeen 17 in any year exclusive of meetings on released time (which are not within the scope of this Agreement).
8. 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 prorated 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. 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. (Formerly Attachment "C").

15. 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. As of the first day of the 2011-2012 school year, special education department heads shall have a reduced teaching load of one fewer teaching period than regular classroom teachers.
16. 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.

17. 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. Commencing in September of 2018 the Committee will provide 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.

18. 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.
19. 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.
20. An attempt will be made to keep all classes as small as possible.
21. 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. Effective with the start of the 2017-18 school year, each secondary teacher's average class size shall not exceed twenty-five (25), or a total of 125.

#### 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.

Effective with the start of the 2017-18 school year, in the event that teacher's class size in grades K 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 K 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 K 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 K 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.

22. A three (3) day orientation program is to be required for newly appointed teachers and administrators.
23. 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.
24. Principals shall distribute all non-instructional duties fairly and equitably among all Unit A members assigned to a building either full or part time.
25. 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.

26. 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).

27. 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.
28. 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.

Effective at the start of the 2017/2018 school year, the parties have agreed that that any newly implemented program(s) of the type contemplated by this Section shall be compensated in accordance with a newly established compensation structure. It is expressly agreed that the City View School and Jacob Hiatt School programs will be grandfathered at the compensation structure described in the first paragraph of this Section and shall be unaffected by the new compensation structure described herein. Compensation for any newly implemented program(s) shall be based upon an annual stipend, which shall be comprised of any additional instructional time compensated at the then applicable Level 4 additional instructional time hourly rate and any additional common planning time compensated at the then applicable Level 4 common planning time hourly rate. Any additional professional development time shall be compensated outside of the stipend at the rate of \$35.00 per hour. The Superintendent shall have the right to establish the number of hours of additional instructional time, common planning time and professional development time within each school program. Such expected additional time, as well as the stipend amount, shall be established sufficiently in advance of the implementation of the program(s) so that potentially impacted staff or interested staff can exercise their transfer rights. Once established, the schedule and stipend for that particular year can't be changed. The Superintendent may, at her discretion, also utilize this approach with schools which have emerged from Level 4

29. 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 27.

30. 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.

31. 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).

32. Release Time for Parent Conferences. Pursue pilot program discussed by Parties previously.
33. All teachers will be required to complete three professional development programs from a menu of offerings, which menu of offerings shall include but not be limited to: Eagle Hill (Five Day Mentoring Institute); Beginning Teacher Institute; Effective Reflective Teacher; Content Institutes; Data Analysis; and Category Training. These three professional development programs must be completed within the teacher's first three years of employment. It is expressly understood that one of the three required professional development activities must be Category Training and it shall count for two of the three required programs. The third program shall be at the discretion of the teacher and shall be selected from the approved list of offerings. The new teacher training for vocational instructors shall count as one of the three required courses. This requirement shall become effective as to teachers hired after the ratification of this Memorandum of Agreement (i.e., those hired to begin with the 2011-2012 school year). In addition, a

subcommittee consisting of an equal number of union members and representatives of the administration shall be established to determine whether any additional course offerings are appropriate for inclusion on the menu of course offerings. Absent agreement by the subcommittee, no additions shall be made to the menu of course offerings.

34. 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. (Formerly Attachment "F")

35. The parties have agreed to the formation of a Caseload Study Committee comprised of an equal number of members of the Association and the Administration. The committee shall be charged with studying all issues connected with the management of caseload sizes for certain positions within the bargaining unit, including but not limited to: guidance counselors, speech and language pathologists, occupational therapists, and physical therapists and BCBA's. This committee shall consider, among other things, industry standards, learned treatises, and other resource materials identified by committee members on the issue of best practices and their connection to caseload sizes. To the extent that the study committee reaches agreement on any changes to the language of the collective bargaining agreement, such changes would be subject to ratification by the Association and the School Committee.
36. The parties have agreed to the formation of a study committee comprised of an equal number of members of the Association and the Administration for purposes of studying issues around the admission of students to kindergarten and early childhood programs. Although the work of this study committee would not likely result in any changes to the collective bargaining agreement, the study committee's input on issues of this nature would be beneficial in connection with any possible operational changes by the District in this regard.

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. Effective on July 1, 2011 or as soon as practicable thereafter, health insurance for bargaining unit members shall be limited to the three plans known as Network Blue N.E. Options Plan (with Three Tiers); the City of Worcester Advantage Plan – Direct; or the City of Worcester Advantage Plan – Advantage (with Two Tiers). Plan design shall be in accordance with the attached benefit summary. The City shall no longer offer the

previously offered health insurance plans following implementation of the above-referenced plans. Plan design shall be in accordance with the attached benefit summary, Attachment B.

2. The Parties agree that effective July 1, 2011, all members of the bargaining unit will be required to contribute twenty-five percent (25%) and the City will contribute seventy-five percent (75%) of the premium for all health insurance plans provided by the City. Assumed that there will no longer be a Master Medical Plan at 60% City and 40% employee contribution.
3. 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, including those effective during the term of this Agreement and those historic changes described in the Collective Bargaining Agreement for the periods of September 1, 2005 through August 31, 2006 And September 1, 2006 through August 31, 2009, which are and were essential components of the Parties' contract settlements, are held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provisions is in any way restrained, then the City/School Committee shall be relieved of the obligation to pay or to continue to pay those benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes. In the event that a final judgment is rendered and not appealed or is not further appealable which declares such provisions valid or removes any restraint on their enforcement, then the City/School Committee shall continue to pay or resume paying the benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes, to the extent otherwise continuing to be applicable. In determining which benefits were conferred in exchange for which design and contribution changes and in order to define for the Parties both the intent of the parties with respect to the enforcement of this language and the manner, scope and terms of the enforcement, the Parties will refer to the applicable terms of the Collective Bargaining Agreement for the periods of September 1, 2005 through August 31, 2006 And September 1, 2006 through August 31, 2009; and the applicable terms of the Memoranda of Agreement for the periods of September 1, 2009 through August 31, 2010; and September 1, 2010 through August 31, 2013, and September 1, 2013, through August 31, 2016, which applicable contract terms and applicable terms of the Memoranda of Agreement are incorporated by reference for the purposes of enforcing this Paragraph.

The EAW will not initiate, pursue or finance any challenge to the health insurance changes negotiated in this and prior contracts 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 3 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 shall offer to all employees a basic dental insurance plan. The employee shall pay 100% of the premium for this plan.
6. The City of Worcester shall increase the amount of its basic life insurance plan from \$2,000 to \$5,000, effective November 1, 1988.
7. 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.
8. 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 the 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 XXIX, 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 XXIX, 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 XXIX is an arbitrable issue. During negotiations for the 1986-87 contract, the Committee agreed that the issue of equivalent coverage as used in Article XXIX is an arbitrable issue.

D. Except as provided herein, the grievance procedure of the contracts shall be complied with for all Article XXIX 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 XXIX 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.

9. 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 10(a) through 10(d) may be implemented by the carrier on an individual basis (e.g. 10(c) only) or a complete basis (10(a) through 10(d)).

10. 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.
11. 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.
12. The Union agrees the City can make the following changes in the City's Health Insurance without any further bargaining by the City or the School Dept., with the Union, as follows:
  - (a) Health insurance deductibles for all plans to be increased from \$250/\$750 to \$500/\$1,000 effective July 1, 2017.
  - (b) Effective September 1, 2017, or as soon as practicable thereafter, prescription drug co-pays and coverage changes for all plans as follows:
    - (i) To increase the 2nd tier of prescription co-pays from \$25 to \$30;
    - (ii) To increase the 3rd tier of prescription co-pays from \$45 to \$60;
    - (iii) To require mandatory mail order refills on all maintenance prescriptions.
  - (c) Effective September 1, 2017, or as soon as practicable thereafter, increase the co-pays for PCP office visits for all tiers by \$5.00.
  - (d) Effective September 1, 2017, or as soon as practicable thereafter, increase the co-pays for specialist office visits up to a maximum not to exceed \$50.00.
  - (e) Effective September 1, 2017, or as soon as practicable thereafter, increase the ER copay to \$150.00 per visit. 3

(f) Effective September 1, 2017, or as soon as practicable thereafter, increase the Inpatient Hospital Copay to a maximum not to exceed \$1,000.00 for each plan.

(g) Effective September 1, 2017, or as soon as practicable thereafter, increase the Outpatient Hospital Copay to a maximum of \$750.00 for each plan.

The Union further agrees that the City Health Insurance Authority shall be authorized to take such other action as may be necessary to carry out the above changes. See attached Health Plans Benefit Summary for information purposes (i.e. New Plan – New Settled Benefit Summary – [C]).

**ARTICLE XXX**  
**MISCELLANEOUS SALARY PROVISIONS AND LONGEVITY**

1. 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.
2. The specifications contained in the current Official Salary Schedule Booklet of the Worcester Public Schools will be included in this Agreement.
3. All employees shall be required to utilize direct deposit in connection with the payment of all salaries and other compensation. The School Committee and/or the City shall not be required to mail paystubs or advice of deposit, but shall distribute same in a secure manner through interoffice mail and distribution or through the employee portal. In the event that an employee does not have a bank account in which to deposit his or her salary and other compensation, that employee shall be required to pick-up his or her paycheck at the Payroll Office at the Durkin Administration Building or such other location as is designated by the School Committee and/or the City.
4. Longevity  
Teachers and administrators who have taught for at least ten years in the Worcester Public schools will be eligible to receive an annual longevity stipend according to the following schedule:

Effective the first day of the 2012-2013 school year the following longevity schedule shall be in effect:

After 10 years	\$ 800
15 years	\$1,300
20 years	\$1,800
25 years	\$2,300
30 years	\$2,800

Effective the first day of the 2014-2015 school year the following longevity schedule shall be in effect:

After 10 years	\$ 950
15 years	\$1,450
20 years	\$1,950
25 years	\$2,450
30 years	\$2,950

Effective the first day of the 2015-2016 school year the following longevity schedule shall be in effect:

After 10 years	\$1,100
15 years	\$1,600
20 years	\$2,100
25 years	\$2,600
30 years	\$3,100

Longevity requires a minimum of 10 full years of Worcester Public Schools professional service, exclusive of unpaid days.

Once the 10 year longevity threshold is attained, non-Worcester Public School time, which is defined as similar professional experience (requiring a minimum of a Bachelors Degree) shall be combined with WPS time for longevity purposes. Creditable non-WPS time explicitly excludes adjunct, per-diem, and or other part-time employment.

#### 5. Initial Step Placement (Formerly Attachment "A")

This language is subject to the grievance arbitration procedure.

- a. 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.
- b. 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.

- c. 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).
- d. 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.

**6. STEP ADVANCEMENT.** The Parties have agreed that effective on the first day of the 2017/2018 school year and for the duration of the 2017/2018 school year, all bargaining unit members (Units A & B) shall be retained at the same step on the salary schedule that they were on during the 2016/2017 school year. Effective on the first day of the 2018/2019 school year, bargaining unit members shall resume movement on the salary scale but shall advance only a single step.

#### **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 Durkin Administration Building 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 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**  
**LEVEL 4 SCHOOLS**

- A. Upon the removal of a school from Level 4, the Superintendent may elect to continue in place for a period of up to two additional school years, the extended day and common planning requirements described in Appendix C, Paragraph I, Subparagraph F (Level 4 School Stipend), and teachers working at such school shall continue to receive the Level 4 School Stipend appearing at Appendix C, Paragraph I, Subparagraph F for such extended period of time as authorized by this Paragraph. To the extent that state law

authorizes the continuation of improvement plan elements, such as those identified herein, for a period of time longer than two years, then the language of this paragraph shall remain operative for up to the longer period of time authorized by state law.

**ARTICLE XXXVI**  
**DURATION**

This collective bargaining agreement reflects the parties' entry into two collective bargaining agreements covering the period of September 1, 2016 through August 31, 2020. The duration of the first agreement shall be effective from September 1, 2016 through August 31, 2017. The duration of the second agreement shall be effective from September 1, 2017 through August 31, 2020. 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.

**APPENDIX A**  
**TEACHER SALARY SCHEDULE**

**TEACHERS**

**(Except Vocational School Trade Teachers & Vocational School Department Heads)**

<b>2016-2017 1% effective retroactive to first day of the 2016-2017 school year</b>							
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
1	45,515	47,834	51,488	52,814	54,661	56,653	62,624
2	47,997	50,318	53,971	55,301	57,148	59,140	65,108
3	51,587	53,903	57,556	58,887	60,732	62,727	68,697
4	54,072	56,394	60,044	61,373	63,222	65,213	71,185
5	56,560	58,879	62,531	63,859	65,707	67,698	73,668
6	59,043	61,366	65,015	66,346	68,192	70,182	76,156
7	61,533	63,849	67,502	68,835	70,680	72,672	78,641
8	67,033	69,352	73,006	74,338	76,183	78,173	84,144
9	71,312	73,632	77,558	79,273	80,844	82,946	88,970
<b>2017-2018 1% effective on first day of the 2017-2018 school year</b>							
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
1	45,970	48,312	52,002	53,342	55,207	57,219	63,250
2	48,477	50,821	54,511	55,854	57,720	59,732	65,760
3	52,103	54,442	58,132	59,476	61,340	63,354	69,384
4	54,613	56,958	60,644	61,987	63,854	65,865	71,897
5	57,125	59,468	63,156	64,498	66,364	68,375	74,405
6	59,634	61,980	65,665	67,010	68,874	70,884	76,917
7	62,148	64,487	68,177	69,523	71,387	73,399	79,427
8	67,703	70,046	73,736	75,082	76,944	78,955	84,986
9	72,025	74,369	78,334	80,066	81,653	83,775	89,860
<b>2017-2018 1% effective on the 92nd day of the 2017-2018 school year</b>							
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
1	46,430	48,795	52,522	53,876	55,759	57,792	63,882
2	48,962	51,329	55,056	56,413	58,297	60,329	66,417
3	52,624	54,986	58,713	60,070	61,953	63,987	70,078
4	55,159	57,527	61,251	62,606	64,493	66,524	72,616
5	57,696	60,062	63,788	65,143	67,028	69,058	75,149
6	60,230	62,600	66,322	67,680	69,562	71,593	77,686
7	62,770	65,132	68,859	70,218	72,101	74,133	80,221
8	68,380	70,746	74,473	75,833	77,714	79,745	85,835
9	72,745	75,112	79,117	80,867	82,469	84,613	90,758

<b>2018-2019 1% effective on the first day of the 2018-2019 school year</b>							
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
1	46,894	49,283	53,048	54,414	56,317	58,369	64,521
2	49,452	51,842	55,607	56,977	58,880	60,932	67,081
3	53,151	55,536	59,300	60,671	62,572	64,627	70,779
4	55,711	58,103	61,863	63,233	65,138	67,189	73,342
5	58,273	60,663	64,426	65,794	67,698	69,749	75,901
6	60,832	63,226	66,985	68,357	70,258	72,309	78,463
7	63,398	65,783	69,547	70,921	72,822	74,874	81,023
8	69,064	71,453	75,218	76,591	78,491	80,542	86,694
9	73,473	75,863	79,908	81,676	83,294	85,459	91,666
<b>2018-2019 1% effective on the 92nd day of the 2018-2019 school year</b>							
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
1	47,363	49,776	53,578	54,959	56,880	58,953	65,166
2	49,946	52,361	56,163	57,547	59,469	61,541	67,752
3	53,682	56,092	59,893	61,278	63,198	65,274	71,487
4	56,268	58,684	62,482	63,865	65,789	67,861	74,075
5	58,856	61,269	65,070	66,452	68,375	70,446	76,660
6	61,441	63,858	67,655	69,040	70,961	73,032	79,248
7	64,032	66,441	70,243	71,630	73,550	75,623	81,834
8	69,755	72,168	75,970	77,357	79,276	81,347	87,561
9	74,208	76,622	80,707	82,492	84,127	86,314	92,582
<b>2019-2000 2% effective on the first day of the 2019-2020 school year</b>							
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
1	48,310	50,772	54,650	56,058	58,018	60,132	66,470
2	50,945	53,408	57,286	58,698	60,658	62,772	69,107
3	54,756	57,213	61,091	62,503	64,462	66,579	72,917
4	57,393	59,857	63,731	65,142	67,105	69,218	75,557
5	60,033	62,495	66,372	67,781	69,742	71,855	78,193
6	62,669	65,135	69,008	70,421	72,380	74,493	80,833
7	65,312	67,770	71,648	73,062	75,021	77,135	83,470
8	71,150	73,611	77,489	78,904	80,861	82,974	89,312
9	75,692	78,155	82,321	84,142	85,809	88,040	94,434

**School Volunteer Coordinator**

**VOCATIONAL SCHOOL TRADE TEACHERS**

**2016-2017 1% effective retroactive to first day of the 2016-2017 school year**

	<b>LEVEL1</b>	<b>LEVEL2</b>	<b>LEVEL2A</b>	<b>LEVEL3</b>	<b>LEVEL4</b>	<b>LEVEL5</b>	<b>LEVEL 6</b>	<b>LEVEL7</b>	<b>LEVEL7</b>
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>		<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>NO DOC</b>	<b>DOC</b>
1	45,515	47,834	49,042	51,488	52,814	54,661	56,653	58,459	62,624
2	47,997	50,318	51,529	53,971	55,301	57,148	59,140	60,945	65,108
3	51,587	53,903	55,114	57,556	58,887	60,732	62,727	64,535	68,697
4	54,072	56,394	57,602	60,044	61,373	63,222	65,213	67,020	71,185
5	56,560	58,879	60,084	62,531	63,859	65,707	67,698	69,505	73,668
6	59,043	61,366	62,573	65,015	66,346	68,192	70,182	71,993	76,156
7	61,533	63,849	65,062	67,502	68,835	70,680	72,672	74,475	78,641
8	67,033	69,352	70,562	73,006	74,338	76,183	78,173	79,979	84,144
9	71,312	73,632	75,116	77,558	79,273	80,844	82,946	84,752	88,970

**2017-2018 1% effective on first day of the 2017-2018 school year**

	<b>LEVEL1</b>	<b>LEVEL2</b>	<b>LEVEL2A</b>	<b>LEVEL3</b>	<b>LEVEL4</b>	<b>LEVEL5</b>	<b>LEVEL 6</b>	<b>LEVEL7</b>	<b>LEVEL7</b>
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>		<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>NO DOC</b>	<b>DOC</b>
1	45,970	48,312	49,532	52,002	53,342	55,207	57,219	59,043	63,250
2	48,477	50,821	52,044	54,511	55,854	57,720	59,732	61,554	65,760
3	52,103	54,442	55,665	58,132	59,476	61,340	63,354	65,181	69,384
4	54,613	56,958	58,178	60,644	61,987	63,854	65,865	67,690	71,897
5	57,125	59,468	60,685	63,156	64,498	66,364	68,375	70,200	74,405
6	59,634	61,980	63,198	65,665	67,010	68,874	70,884	72,713	76,917
7	62,148	64,487	65,713	68,177	69,523	71,387	73,399	75,219	79,427
8	67,703	70,046	71,268	73,736	75,082	76,944	78,955	80,779	84,986
9	72,025	74,369	75,867	78,334	80,066	81,653	83,775	85,599	89,860

**2017-2018 1% effective on the 92nd day of the 2017-2018 school year**

	<b>LEVEL1</b>	<b>LEVEL2</b>	<b>LEVEL2A</b>	<b>LEVEL3</b>	<b>LEVEL4</b>	<b>LEVEL5</b>	<b>LEVEL 6</b>	<b>LEVEL7</b>	<b>LEVEL7</b>
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>		<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>NO DOC</b>	<b>DOC</b>
1	46,430	48,795	50,027	52,522	53,876	55,759	57,792	59,634	63,882
2	48,962	51,329	52,565	55,056	56,413	58,297	60,329	62,170	66,417
3	52,624	54,986	56,222	58,713	60,070	61,953	63,987	65,832	70,078
4	55,159	57,527	58,759	61,251	62,606	64,493	66,524	68,367	72,616
5	57,696	60,062	61,292	63,788	65,143	67,028	69,058	70,902	75,149
6	60,230	62,600	63,830	66,322	67,680	69,562	71,593	73,440	77,686
7	62,770	65,132	66,370	68,859	70,218	72,101	74,133	75,972	80,221
8	68,380	70,746	71,980	74,473	75,833	77,714	79,745	81,587	85,835
9	72,745	75,112	76,626	79,117	80,867	82,469	84,613	86,455	90,758

**2018-2019 1% effective on the first day of the 2018-2019 school year**

	<b>LEVEL1</b>	<b>LEVEL2</b>	<b>LEVEL2A</b>	<b>LEVEL3</b>	<b>LEVEL4</b>	<b>LEVEL5</b>	<b>LEVEL 6</b>	<b>LEVEL7</b>	<b>LEVEL7</b>
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>		<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>NO DOC</b>	<b>DOC</b>
1	46,894	49,283	50,528	53,048	54,414	56,317	58,370	60,230	64,522
2	49,452	51,842	53,091	55,607	56,977	58,879	60,933	62,792	67,081
3	53,151	55,536	56,785	59,301	60,671	62,573	64,628	66,490	70,779
4	55,711	58,103	59,347	61,863	63,232	65,138	67,189	69,050	73,342
5	58,274	60,663	61,904	64,426	65,794	67,698	69,749	71,611	75,901
6	60,833	63,225	64,469	66,985	68,356	70,258	72,309	74,175	78,464
7	63,398	65,783	67,034	69,548	70,920	72,821	74,875	76,731	81,024
8	69,064	71,453	72,701	75,218	76,591	78,491	80,542	82,403	86,694
9	73,473	75,863	77,392	79,908	81,676	83,294	85,459	87,320	91,666

**2018-2019 1% effective on the 92nd day of the 2018-2019 school year**

	<b>LEVEL1</b>	<b>LEVEL2</b>	<b>LEVEL2A</b>	<b>LEVEL3</b>	<b>LEVEL4</b>	<b>LEVEL5</b>	<b>LEVEL 6</b>	<b>LEVEL7</b>	<b>LEVEL7</b>
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>		<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>NO DOC</b>	<b>DOC</b>
1	47,363	49,776	51,033	53,578	54,958	56,881	58,953	60,832	65,167
2	49,946	52,360	53,621	56,163	57,547	59,468	61,542	63,420	67,752
3	53,682	56,091	57,353	59,894	61,278	63,198	65,274	67,155	71,487
4	56,268	58,684	59,940	62,481	63,865	65,789	67,861	69,741	74,075
5	58,857	61,270	62,524	65,070	66,452	68,375	70,446	72,327	76,660
6	61,441	63,857	65,113	67,655	69,040	70,961	73,033	74,917	79,248
7	64,032	66,441	67,704	70,243	71,629	73,550	75,623	77,498	81,834
8	69,754	72,168	73,428	75,970	77,356	79,276	81,347	83,227	87,561
9	74,208	76,622	78,166	80,707	82,493	84,127	86,313	88,193	92,582

**2019-2020 2%**

	<b>LEVEL1</b>	<b>LEVEL2</b>	<b>LEVEL2A</b>	<b>LEVEL3</b>	<b>LEVEL4</b>	<b>LEVEL5</b>	<b>LEVEL 6</b>	<b>LEVEL7</b>	<b>LEVEL7</b>
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>		<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>NO DOC</b>	<b>DOC</b>
<b>1</b>	48,310	50,772	52,054	54,650	56,058	58,018	60,132	62,049	66,470
<b>2</b>	50,945	53,408	54,694	57,286	58,698	60,658	62,772	64,688	69,107
<b>3</b>	54,756	57,213	58,499	61,091	62,503	64,462	66,579	68,499	72,917
<b>4</b>	57,393	59,857	61,139	63,731	65,142	67,105	69,218	71,136	75,557
<b>5</b>	60,033	62,495	63,774	66,372	67,781	69,742	71,855	73,774	78,193
<b>6</b>	62,669	65,135	66,416	69,008	70,421	72,380	74,493	76,415	80,833
<b>7</b>	65,312	67,770	69,058	71,648	73,062	75,021	77,135	79,049	83,470
<b>8</b>	71,150	73,611	74,896	77,489	78,904	80,861	82,974	84,891	89,312
<b>9</b>	75,692	78,155	79,729	82,321	84,142	85,809	88,040	89,957	94,434

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

Vocational Agriculture Teachers shall be paid, in addition to the regular teachers salary, 10% of the Bachelor's 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.

**Vocational Schools Department Heads**

**2016-2017 1% effective retroactive to first day of the 2016-2017 school year**

	<b>LEVEL1</b>	<b>LEVEL2</b>	<b>LEVEL2A</b>	<b>LEVEL3</b>	<b>LEVEL4</b>	<b>LEVEL5</b>	<b>LEVEL 6</b>	<b>LEVEL7</b>	<b>LEVEL7</b>
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>		<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>NO DOC</b>	<b>DOC</b>
<b>1</b>	57,259	59,575	60,786	63,228	64,562	66,408	68,398	70,204	74,368
<b>2</b>	59,757	62,073	63,285	65,728	67,060	68,906	70,895	72,700	76,866
<b>3</b>	62,246	64,564	65,774	68,217	69,551	71,394	73,386	75,192	79,356
<b>4</b>	64,737	67,051	68,264	70,705	72,037	73,887	75,876	77,682	81,847
<b>5</b>	67,236	69,552	70,763	73,205	74,537	76,384	78,374	80,180	84,345
<b>6</b>	69,724	72,037	73,249	75,692	77,024	78,871	80,862	82,664	86,829
<b>7</b>	72,747	75,065	76,277	78,718	80,050	81,898	83,885	85,693	89,857
<b>8</b>	76,586	78,902	80,388	82,830	84,544	86,118	88,219	90,024	94,242

**2017-2018 1% effective on first day of the 2017-2018 school year**

	<b>LEVEL1</b>	<b>LEVEL2</b>	<b>LEVEL2A</b>	<b>LEVEL3</b>	<b>LEVEL4</b>	<b>LEVEL5</b>	<b>LEVEL 6</b>	<b>LEVEL7</b>	<b>LEVEL7</b>
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>		<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>NO DOC</b>	<b>DOC</b>
<b>1</b>	57,832	60,170	61,394	63,860	65,208	67,072	69,082	70,906	75,112
<b>2</b>	60,355	62,694	63,918	66,385	67,731	69,595	71,604	73,427	77,635
<b>3</b>	62,868	65,210	66,432	68,900	70,247	72,108	74,120	75,944	80,150
<b>4</b>	65,384	67,722	68,946	71,412	72,758	74,625	76,635	78,459	82,665
<b>5</b>	67,909	70,247	71,471	73,938	75,282	77,147	79,158	80,982	85,189
<b>6</b>	70,421	72,757	73,982	76,448	77,795	79,660	81,670	83,491	87,697
<b>7</b>	73,475	75,816	77,039	79,505	80,851	82,717	84,724	86,549	90,756
<b>8</b>	77,352	79,691	81,192	83,658	85,390	86,979	89,101	90,924	95,184

**2017-2018 1% effective on the 92nd day of the 2017-2018 school year**

	<b>LEVEL1</b>	<b>LEVEL2</b>	<b>LEVEL2A</b>	<b>LEVEL3</b>	<b>LEVEL4</b>	<b>LEVEL5</b>	<b>LEVEL 6</b>	<b>LEVEL7</b>	<b>LEVEL7</b>
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>		<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>NO DOC</b>	<b>DOC</b>
<b>1</b>	58,410	60,772	62,008	64,499	65,860	67,742	69,773	71,616	75,863
<b>2</b>	60,959	63,321	64,558	67,049	68,408	70,291	72,320	74,162	78,411
<b>3</b>	63,497	65,862	67,096	69,589	70,949	72,829	74,861	76,704	80,951
<b>4</b>	66,038	68,399	69,636	72,126	73,485	75,372	77,401	79,244	83,492
<b>5</b>	68,588	70,950	72,186	74,677	76,035	77,919	79,950	81,792	86,041
<b>6</b>	71,125	73,485	74,722	77,213	78,572	80,456	82,487	84,326	88,574
<b>7</b>	74,209	76,574	77,810	80,300	81,659	83,544	85,571	87,415	91,663
<b>8</b>	78,126	80,488	82,004	84,495	86,244	87,848	89,992	91,833	96,136

**2018-2019 1% effective on the 1st day of the 2018-2019 school year**

	<b>LEVEL1</b>	<b>LEVEL2</b>	<b>LEVEL2A</b>	<b>LEVEL3</b>	<b>LEVEL4</b>	<b>LEVEL5</b>	<b>LEVEL 6</b>	<b>LEVEL7</b>	<b>LEVEL7</b>
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>		<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>NO DOC</b>	<b>DOC</b>
1	58,994	61,380	62,628	65,144	66,518	68,420	70,471	72,332	76,621
2	61,568	63,954	65,203	67,719	69,092	70,994	73,044	74,903	79,195
3	64,132	66,520	67,767	70,284	71,659	73,558	75,610	77,471	81,761
4	66,698	69,083	70,332	72,847	74,220	76,125	78,175	80,036	84,327
5	69,274	71,659	72,907	75,424	76,795	78,698	80,749	82,610	86,901
6	71,836	74,220	75,469	77,985	79,358	81,261	83,312	85,169	89,460
7	74,952	77,340	78,588	81,103	82,476	84,380	86,427	88,289	92,580
8	78,907	81,293	82,824	85,340	87,106	88,727	90,892	92,752	97,098

**2018-2019 1% effective on the 92nd day of the 2018-2019 school year**

	<b>LEVEL1</b>	<b>LEVEL2</b>	<b>LEVEL2A</b>	<b>LEVEL3</b>	<b>LEVEL4</b>	<b>LEVEL5</b>	<b>LEVEL 6</b>	<b>LEVEL7</b>	<b>LEVEL7</b>
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>		<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>NO DOC</b>	<b>DOC</b>
1	59,584	61,994	63,254	65,795	67,184	69,104	71,176	73,055	77,388
2	62,184	64,593	65,855	68,397	69,783	71,704	73,774	75,652	79,987
3	64,773	67,185	68,445	70,987	72,375	74,293	76,366	78,246	82,578
4	67,365	69,774	71,036	73,576	74,962	76,887	78,957	80,836	85,170
5	69,966	72,376	73,637	76,178	77,563	79,485	81,557	83,436	87,770
6	72,555	74,962	76,224	78,765	80,152	82,073	84,145	86,021	90,354
7	75,701	78,113	79,374	81,914	83,301	85,223	87,291	89,172	93,506
8	79,696	82,106	83,652	86,193	87,977	89,614	91,801	93,679	98,068

**2019-2000 2% effective on the first day of the 2019-2020 school year**

	<b>LEVEL1</b>	<b>LEVEL2</b>	<b>LEVEL2A</b>	<b>LEVEL3</b>	<b>LEVEL4</b>	<b>LEVEL5</b>	<b>LEVEL 6</b>	<b>LEVEL7</b>	<b>LEVEL7</b>
<b>STEP</b>	<b>BACH</b>	<b>B+15</b>		<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>NO DOC</b>	<b>DOC</b>
1	60,776	63,233	64,519	67,111	68,527	70,486	72,599	74,516	78,935
2	63,427	65,885	67,172	69,764	71,179	73,138	75,250	77,165	81,587
3	66,069	68,529	69,814	72,407	73,823	75,779	77,893	79,810	84,230
4	68,713	71,169	72,456	75,047	76,462	78,424	80,536	82,453	86,874
5	71,366	73,823	75,109	77,701	79,115	81,075	83,188	85,105	89,525
6	74,006	76,461	77,748	80,340	81,755	83,715	85,828	87,741	92,162
7	77,215	79,675	80,961	83,552	84,967	86,928	89,037	90,955	95,376
8	81,290	83,748	85,325	87,917	89,737	91,407	93,637	95,553	100,030

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

**2016-2017 1% effective retroactive to first day of the 2016-2017 school year**

<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
<b>1</b>	54,899	57,218	60,871	62,198	64,045	66,037	72,008
<b>2</b>	57,381	59,701	63,355	64,685	66,532	68,524	74,492
<b>3</b>	60,971	63,287	66,940	68,271	70,116	72,111	78,081
<b>4</b>	63,456	65,778	69,428	70,757	72,606	74,597	80,569
<b>5</b>	65,944	68,263	71,915	73,243	75,091	77,082	83,052
<b>6</b>	68,427	70,750	74,399	75,730	77,576	79,566	85,540
<b>7</b>	70,917	73,232	76,886	78,219	80,064	82,056	88,025
<b>8</b>	76,417	78,736	82,390	83,722	85,566	87,557	93,528
<b>9</b>	80,696	83,016	86,942	88,657	90,228	92,330	98,354

**2017-2018 1% effective on first day of the 2017-2018 school year**

<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
<b>1</b>	55,448	57,790	61,480	62,820	64,685	66,697	72,728
<b>2</b>	57,955	60,298	63,989	65,332	67,197	69,209	75,237
<b>3</b>	61,581	63,920	67,610	68,953	70,817	72,832	78,862
<b>4</b>	64,091	66,436	70,122	71,464	73,332	75,343	81,374
<b>5</b>	66,603	68,945	72,634	73,975	75,842	77,852	83,883
<b>6</b>	69,111	71,457	75,143	76,487	78,351	80,362	86,395
<b>7</b>	71,626	73,965	77,655	79,001	80,865	82,877	88,905
<b>8</b>	77,181	79,523	83,213	84,559	86,422	88,433	94,463
<b>9</b>	81,503	83,846	87,811	89,544	91,130	93,253	99,337

**2017-2018 1% effective on the 92nd day of the 2017-2018 school year**

<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
1	56,002	58,368	62,095	63,448	65,332	67,364	73,455
2	58,534	60,901	64,629	65,986	67,869	69,901	75,990
3	62,197	64,559	68,286	69,643	71,525	73,560	79,651
4	64,732	67,100	70,823	72,179	74,065	76,096	82,188
5	67,269	69,635	73,361	74,715	76,600	78,631	84,722
6	69,803	72,172	75,894	77,252	79,135	81,166	87,259
7	72,342	74,704	78,431	79,791	81,673	83,705	89,794
8	77,953	80,319	84,046	85,405	87,286	89,317	95,408
9	82,318	84,685	88,689	90,439	92,042	94,185	100,331

**2018-2019 1% effective on the first day of the 2018-2019 school year**

<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
1	56,562	58,952	62,716	64,083	65,985	68,038	74,189
2	59,120	61,510	65,275	66,645	68,548	70,600	76,750
3	62,819	65,204	68,969	70,339	72,241	74,296	80,447
4	65,379	67,771	71,531	72,901	74,806	76,857	83,010
5	67,942	70,331	74,094	75,462	77,366	79,417	85,569
6	70,501	72,894	76,653	78,025	79,926	81,977	88,132
7	73,066	75,451	79,216	80,589	82,490	84,543	90,692
8	78,732	81,122	84,886	86,259	88,159	90,210	96,362
9	83,141	85,532	89,576	91,344	92,962	95,127	101,334

**2018-2019 1% effective on the 92nd day of the 2018-2019 school year**

<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
1	57,128	59,541	63,343	64,724	66,645	68,718	74,931
2	59,711	62,126	65,928	67,312	69,233	71,306	77,517
3	63,447	65,857	69,658	71,043	72,963	75,039	81,252
4	66,033	68,449	72,247	73,630	75,554	77,626	83,840
5	68,621	71,034	74,835	76,217	78,140	80,211	86,425
6	71,206	73,623	77,420	78,805	80,725	82,797	89,013
7	73,796	76,206	80,008	81,395	83,315	85,388	91,599
8	79,520	81,933	85,735	87,122	89,041	91,112	97,326
9	83,973	86,387	90,472	92,257	93,892	96,079	102,347

2019-2000 2% effective on the first day of the 2019-2020 school year

<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MAST</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
<b>1</b>	58,270	60,732	64,610	66,018	67,978	70,092	76,430
<b>2</b>	60,905	63,368	67,246	68,658	70,618	72,732	79,067
<b>3</b>	64,716	67,174	71,052	72,464	74,422	76,539	82,877
<b>4</b>	67,353	69,818	73,692	75,102	77,065	79,178	85,517
<b>5</b>	69,994	72,455	76,332	77,741	79,703	81,816	88,153
<b>6</b>	72,630	75,095	78,968	80,381	82,340	84,453	90,793
<b>7</b>	75,272	77,730	81,608	83,023	84,981	87,096	93,431
<b>8</b>	81,110	83,572	87,450	88,864	90,822	92,935	99,272
<b>9</b>	85,652	88,115	92,282	94,102	95,770	98,000	104,394

**Appendix B Salary Schedules Unit B**  
**Administrative Positions**

**Administrative Positions – Group I**  
**VACANT**

**Administrative Positions – Group II**  
**VACANT**

**Administrative Positions – Group III**  
**VACANT**

**Administrative Positions Group IV - A**

**2016-2017 1% effective retroactive to first day of the 2016-2017 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	80,671	89,816	91,810	97,780
2	83,303	92,452	94,444	100,415
3	85,934	95,083	97,071	103,048
4	88,567	97,714	99,707	105,677
5	91,199	100,348	102,340	108,309
6	93,834	102,979	104,969	110,940
7	96,461	105,612	107,599	113,573
8	101,728	110,873	112,865	118,835
9	105,892	115,150	117,254	123,277

**2017-2018 1% effective on first day of the 2017-2018 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	81,478	90,714	92,728	98,758
2	84,136	93,376	95,388	101,419
3	86,794	96,034	98,042	104,079
4	89,452	98,691	100,704	106,734
5	92,111	101,351	103,363	109,392
6	94,772	104,008	106,019	112,050
7	97,426	106,668	108,675	114,708
8	102,746	111,982	113,994	120,023
9	106,951	116,301	118,426	124,510

**2017-2018 1% effective on the 92nd day of the 2017-2018 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	82,293	91,621	93,656	99,745
2	84,978	94,310	96,342	102,433
3	87,662	96,994	99,022	105,119
4	90,347	99,678	101,711	107,801
5	93,032	102,365	104,397	110,486
6	95,720	105,049	107,079	113,170
7	98,400	107,735	109,762	115,855
8	103,773	113,102	115,134	121,223
9	108,021	117,464	119,611	125,755

**2018-2019 1% effective on the first day of the 2018-2019 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	83,115	92,537	94,592	100,743
2	85,828	95,253	97,306	103,457
3	88,538	97,964	100,013	106,171
4	91,250	100,675	102,728	108,879
5	93,963	103,388	105,441	111,591
6	96,677	106,099	108,150	114,302
7	99,384	108,812	110,860	117,014
8	104,811	114,233	116,285	122,436
9	109,101	118,639	120,807	127,012

**2018-2019 1% effective on the 92nd day of the 2018-2019 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	83,947	93,463	95,538	101,750
2	86,686	96,206	98,279	104,492
3	89,424	98,944	101,013	107,232
4	92,163	101,682	103,756	109,968
5	94,902	104,422	106,495	112,707
6	97,644	107,160	109,232	115,445
7	100,378	109,901	111,968	118,184
8	105,859	115,375	117,448	123,660
9	110,192	119,825	122,015	128,282

**2019-2000 2% effective on the first day of the 2019-2020 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	85,626	95,332	97,449	103,785
2	88,420	98,130	100,244	106,582
3	91,212	100,923	103,033	109,377
4	94,006	103,715	105,831	112,167
5	96,800	106,511	108,625	114,961
6	99,597	109,303	111,416	117,754
7	102,386	112,099	114,208	120,548
8	107,976	117,683	119,797	126,133
9	112,396	122,222	124,455	130,848

<b>Development Specialist</b>
<b>Secondary Assistant Principals</b>
<b>Administrative Assistant to Special Ed. Director</b>
<b>System wide Student Assignment Officer</b>

**Administrative Positions – Group IV- B**

**2016-2017 1% effective retroactive to first day of the 2016-2017 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	82,605	91,967	94,006	100,023
2	85,303	94,670	96,708	102,723
3	88,003	97,365	99,403	105,422
4	90,698	100,061	102,101	108,118
5	93,396	102,762	104,800	110,816
6	96,099	105,459	107,496	113,513
7	98,791	108,157	110,195	116,209
8	104,188	113,551	115,588	121,604
9	108,417	117,893	120,044	126,109

**2017-2018 1% effective on first day of the 2017-2018 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	83,431	92,886	94,946	101,024
2	86,156	95,616	97,675	103,750
3	88,883	98,339	100,397	106,476
4	91,605	101,062	103,122	109,199
5	94,330	103,789	105,848	111,924
6	97,060	106,513	108,571	114,648
7	99,779	109,238	111,297	117,371
8	105,230	114,686	116,744	122,820
9	109,501	119,072	121,245	127,370

**2017-2018 1% effective on the 92nd day of the 2017-2018 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	84,265	93,815	95,896	102,034
2	87,018	96,573	98,652	104,788
3	89,771	99,323	101,401	107,541
4	92,521	102,072	104,153	110,291
5	95,274	104,827	106,907	113,043
6	98,031	107,578	109,656	115,795
7	100,777	110,331	112,410	118,544
8	106,282	115,833	117,911	124,048
9	110,596	120,263	122,457	128,644

2018-2019 1% effective on the first day of the 2018-2019 school year

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	85,108	94,753	96,855	103,054
2	87,888	97,538	99,638	105,835
3	90,669	100,316	102,415	108,617
4	93,447	103,093	105,194	111,394
5	96,226	105,876	107,976	114,174
6	99,011	108,654	110,753	116,952
7	101,785	111,434	113,534	119,730
8	107,345	116,991	119,090	125,288
9	111,702	121,465	123,682	129,930

2018-2019 1% effective on the 92nd day of the 2018-2019 school year

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	85,959	95,701	97,823	104,085
2	88,767	98,514	100,635	106,894
3	91,576	101,319	103,439	109,703
4	94,381	104,124	106,246	112,508
5	97,189	106,934	109,055	115,316
6	100,001	109,741	111,861	118,122
7	102,803	112,548	114,669	120,927
8	108,418	118,161	120,281	126,541
9	112,819	122,680	124,919	131,229

2019-2000 2% effective on the first day of the 2019-2020 school year

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	87,678	97,615	99,780	106,166
2	90,542	100,484	102,648	109,032
3	93,407	103,345	105,508	111,897
4	96,269	106,207	108,371	114,758
5	99,132	109,073	111,237	117,622
6	102,001	111,936	114,098	120,484
7	104,859	114,799	116,963	123,346
8	110,587	120,525	122,687	129,072
9	115,076	125,134	127,417	133,854

**Alternative and Gerald Creamer Center  
Coordinator of Alternative Schools**

**Administrative Positions – Group IV- C**

**VACANT**

**Administrative Positions – Group V**

**2016-2017 1% effective retroactive to first day of the 2016-2017 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	88,038	97,180	99,173	105,144
2	90,665	99,814	101,808	107,777
3	93,299	102,444	104,438	110,411
4	95,929	105,080	107,068	113,039
5	98,562	107,708	109,703	115,669
6	101,193	110,343	112,334	118,303
7	103,826	112,972	114,965	120,936
8	107,992	117,253	119,351	125,375

**2017-2018 1% effective on first day of the 2017-2018 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	88,918	98,152	100,165	106,196
2	91,572	100,812	102,826	108,854
3	94,232	103,468	105,483	111,515
4	96,888	106,130	108,139	114,169
5	99,548	108,785	110,800	116,825
6	102,205	111,447	113,457	119,487
7	104,864	114,102	116,115	122,145
8	109,072	118,426	120,545	126,629

**2017-2018 1% effective on the 92nd day of the 2017-2018 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	89,807	99,134	101,167	107,258
2	92,488	101,820	103,855	109,943
3	95,174	104,503	106,537	112,631
4	97,857	107,192	109,220	115,311
5	100,543	109,873	111,908	117,994
6	103,227	112,561	114,592	120,681
7	105,913	115,243	117,276	123,367
8	110,163	119,610	121,750	127,895

**2018-2019 1% effective on the first day of the 2018-2019 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	90,706	100,125	102,179	108,330
2	93,413	102,838	104,893	111,042
3	96,126	105,548	107,603	113,757
4	98,836	108,264	110,312	116,464
5	101,549	110,972	113,027	119,174
6	104,260	113,687	115,738	121,888
7	106,972	116,395	118,449	124,600
8	111,264	120,806	122,968	129,174

**2018-2019 1% effective on the 92nd day of the 2018-2019 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	91,613	101,126	103,200	109,414
2	94,347	103,867	105,942	112,153
3	97,087	106,603	108,679	114,895
4	99,824	109,346	111,415	117,629
5	102,564	112,082	114,157	120,365
6	105,302	114,823	116,895	123,107
7	108,042	117,559	119,633	125,846
8	112,377	122,014	124,197	130,466

**2019-2000 2% effective on the first day of the 2019-2020 school year**

<b>Step</b>	<b>Base</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>D</b>
1	93,445	103,149	105,264	111,602
2	96,234	105,944	108,061	114,396
3	99,029	108,735	110,852	117,192
4	101,820	111,533	113,644	119,981
5	104,616	114,323	116,440	122,773
6	107,408	117,120	119,233	125,569
7	110,202	119,910	122,026	128,363
8	114,624	124,455	126,681	133,075

**Coordinator Cou Psy Com Outreach**  
**Wraparound Zone Project Manager (08/01/11)**  
**Director of Career & Technical Education (07/25/11)**  
**Director of Intramural and Interscholastic Athletics**  
**Assistant Director of Special Education**  
**Director of Supplemental Academic Programs and Services**

**Administrative Positions – Group VI**

As a result of collective bargaining, the Director of Special Education  
has been removed from the unit effective the date of ratification

**Administrative Positions – Group VII**  
**VACANT**

**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, 2008:

Category 1 (0-9 teachers) - \$1591 above the regular salary

Category 2 (10-15 teachers) - \$2122 above the regular salary

Category 3 (16 and over) - \$2758 above the regular salary

DEPARTMENT HEADS - Effective August 25, 2014 for District Specialists with Evaluative Responsibility:

Category 3 (16-25 employees) - \$2758 above the regular salary

Category 4 (26-31 employees) - \$3,800 above the regular salary

Category 5 (32+ employees) - \$4,600 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.

As of the first day of the 2011-2012 school year, special education department head's shall have a reduced teaching load of one fewer teaching period than regular classroom teachers.

VOCATIONAL INSTRUCTOR IN CHARGE – Effective 8/26/13 \$600 above the regular salary. This stipend only applies to Worcester Technical High School.

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 9/1/08 \$3891 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 - \$1491

**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.

**INSTRUCTIONAL COACHES**

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

TEAM EVALUATION CHAIRPERSON – Effective 9/1/08 \$6214; effective 8/25/14 \$8,214 in addition to whatever step teacher is on. (Teacher work year, plus 10 days.)  
Effective September 1, 2013 Evaluation Team Chairs shall be reimbursed for the cost of parking at the Durkin Administration Building.

CURRICULUM LIAISONS - Effective 9/1/08 \$3090, includes summer work of sixty (60) hours. Curriculum Liaisons also receive the Coordinator of Department Heads stipend of \$3891.

<b><u>SENIOR HIGH SCHOOL ADVISORS:</u></b>	<b>1<sup>st</sup> day 2015</b>
Yearbook	\$1,389
Yearbook Business Manager	\$892
Student Newspaper	\$1,138
Student Council	\$1,138
Senior Class	\$1,389
Junior Class	\$1,389
Sophomore Class	\$892
Freshman Class	\$892
Math League - per competition	
Varsity	\$1,138
Junior Varsity	\$892
Academic Olympics	\$1,138
DECA**	\$1,224
Environmental Technology*	\$1,224
 <b><u>COACHES:</u></b>	
Drama Club	\$1,138
Debate Club	\$892
Student Congress	\$892
Musical Play Director	\$614
<b>SYMPHONY ORCHESTRA COACHES</b>	
- per session *A session consists of three hours and meets once a week	46
 <b><u>TREASURER OF SCHOOL ACTIVITIES:</u></b>	
High Schools	\$1,804
University Park and Claremont	\$1,392
 <b><u>MIDDLE SCHOOL ADVISORS:</u></b>	
Yearbook	\$696
Newspaper	\$696
Treasurer/Student Accounts	\$1,093

\*\*Effective August 25, 2014 both DECA Advisor and Environmental Technology Coach were added with a maximum of one person in each position.

- 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 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. Effective on the first day of the 2011-2012 school year the cap of \$4000 per year shall no longer apply.
- 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 \$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.)

F. Level 4 School Stipend: Effective July 1, 2011, teachers working at a school designated as Level 4 as that designation is defined by DESE shall receive an annual stipend in the amount of \$ 14,895.00, which represents a required ninety minutes of additional instructional time compensated at a rate of \$45.00 per hour and thirty minutes per day of common planning time at a rate of \$30.00 per hour. Teachers assigned to these Level 4 schools are required to work the additional ninety minutes of instructional time and to perform the additional common planning time. In addition to this Level 4 stipend, teachers working at a school designated as Level 4 are required to perform ninety (90) hours of professional development, which shall be compensated at the hourly rate of \$30.00 per hour. This additional instructional time, common planning time and professional development time is over and above any requirements imposed by the terms of the collective bargaining agreement; applies in all subsequently designated Level 4 schools as that designation is defined by DESE; and is intended to clarify compensation issues which arose as a result of the implementation of the so-called JRC Award issued in 2010. The Level 4 stipend shall cease when a school ceases to be designated Level 4.

Effective with the 2017-18 school year, the Level 4 stipend shall be changed to reflect: an increase in the hourly rate for additional instructional time to \$55.00 per hour; and an increase in the rate for additional planning time to \$35.00 per hour. Compensation for additional professional development time, which is not included in the stipend, shall continue to be compensated at \$35.00 per hour.

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

A.	Holistic Scorers	August 31
	Curricular Writers	\$35.00
	Workshops	
	Community School After School Program	
B.	<u>EVENING SCHOOL:</u>	
	<u>High School</u>	8/31/18
	Principal	\$40.00
	Assistant Principal	\$40.00
	Teacher	\$35.00
	<u>Adult Basic Education</u>	\$35.00
C.	<u>SUMMER SCHOOL</u>	
	Principal	\$40.00
	Assistant Principal	\$40.00
	Teacher	\$35.00

SPECIAL EDUCATION SUMMER SCHOOL

	Head Teacher	\$40.00
	Teacher	\$35.00

### III

- A. 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. (Formerly Article 24, paragraph C)
- B. 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. All extra-paying positions shall be defined as any position for which a teacher or administrator receives a separate paycheck.
  1. In filling extra positions, other than athletic coaching positions, due weight will be given to the following criteria:
    - (a) Educational preparation;
    - (b) Quality of performance within the educational profession; and
    - (c) Length of service within the educational profession.
  2. In filling athletic coaching positions, due weight will be given to the following criteria:
    - (a) Preparation and qualifications in area of sport to be coached;
    - (b) Quality of performance as a coach, assessment of which will include performance evaluations as a coach; and
    - (c) Length of service as a coach.
  3. The appointment to extra positions other than athletic coaching positions shall be for a one-year term and employees must apply for said positions each year at the conclusion of the one-year term.
  4. The appointment to athletic coaching positions shall continue from year to year unless, at the discretion of the Employer, it is determined to open up the position for applicants after the conclusion of a particular season. Generally, the decision to open up the position to applicants will be the result of an unsatisfactory performance evaluation, but the Employer retains the right to open it for other reasons.

### IV. Physical Therapists - Same Salary as Teachers Occupational Therapists - Same Salary as Teachers

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

Coaches shall be required to reapply for positions every three years.

	First Day of School		
	Step 1	Step 2	Step 3
Varsity Football	4290	4649	5010
Assistant JV Football	2470	2709	2950
Freshman Football	2470	2709	2950
Varsity Soccer B/G	3213	3332	3453
JV Soccer B/G	2189	2307	2427
Varsity Field Hockey	2972	3332	3453
JV Field Hockey	2188	2307	2427
Cross Country	2543	2662	2763
Volleyball B/G	2543	2602	2783
JV Volleyball B/G	2188	2308	2427
Golf B/G	2209	2328	2499
Varsity Basketball B/G	4059	4178	4299
JV Basketball B/G	2580	2700	2824
Freshman Basketball	2580	2700	2824
Indoor Track	2543	2662	2783
Varsity Hockey	4059	4178	4299
Asst./JV Hockey	2584	2703	2824
Swimming B/G	3837	3956	4077
Wrestling	3209	3328	3448
Varsity Baseball	3318	3437	3558
JV Baseball	2209	2328	2449
Varsity Softball	3316	3437	3558
JV Softball	2209	2328	2449
Tennis B/G	2239	2359	2479
Outdoor Track	2824	2943	3064
Lacrosse B/G	3096	3215	3336
JV Lacrosse	2188	2307	2427
Crew Fall/Spring	3096	3215	3336
Head Crew			3882
High School Intramurals			
Middle School Basketball			
Middle School Intramurals			861
Middle School Coordinator			
Unified Sports			
Unified Sports Coordinator			
Elementary School Coaches			
Elementary League Directors			
Elementary Coordinator			
Cheerleading			2187

	First Day of School		
	Step 1	Step 2	Step 3
Varsity Football	4419	4790	5161
Assistant JV Football	2545	2791	3039
Freshman Football	2545	2791	3039
Varsity Soccer B/G	3310	3433	3557
JV Soccer B/G	2254	2377	2501
Varsity Field Hockey	3061	3433	3557
JV Field Hockey	2254	2377	2501
Cross Country	2620	2743	2867
Volleyball B/G	2620	2743	2867
Golf B/G	2254	2377	2500
Varsity Basketball B/G	4182	4304	4426
JV Basketball B/G	2658	2781	2909
Freshman Basketball	2658	2781	2909
Indoor Track	2620	2743	2867
Varsity Hockey	4182	4304	4428
Asst./JV Hockey	2662	2784	2909
Swimming B/G	3953	4076	4200
Wrestling	3306	3429	3552
Varsity Baseball	3418	3541	3665
JV Baseball	2276	2398	2523
Varsity Softball	3418	3541	3665
JV Softball	2276	2398	2523
Tennis B/G	2307	2430	2554
Outdoor Track	2909	3032	3156
Lacrosse B/G	3190	3313	3436
JV Lacrosse	2254	2377	2501
Crew Fall/Spring	3190	3313	3436
Head Crew			3999
High School Intramurals			
Middle School Basketball			
Middle School Intramurals			887
Middle School Coordinator			
Unified Sports			
Unified Sports Coordinator			
Elementary School Coaches			
Elementary League Directors			
Elementary Coordinator			
Cheerleading			2253

**APPENDIX E (Formerly 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 now utilize the attainment of 75 PDPs to achieve additional salary lane advancement.
- G. All work experience of course work substituting for work experience must be submitted in advance to the Superintendent, and is subject to his/her approval. Such approval shall not be unreasonably withheld. The Superintendent may grant retroactive approval to course work completed between July 1, 1979 and July 1, 1980

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

**SICK LEAVE (Vocational Article 15)**

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

- administrative leave days up to a maximum of thirty (30) days at his/her current per diem rate of pay, or
- (b) to convert his/her earned sick leave credit in excess of one hundred (100) days to administrative leave, for a maximum of thirty (30) days so to provide such leave to the employee during his/her last year of service with the City in accordance with the needs of the City as determined by the Administrator.
5. In accordance with and as outlined in the City Ordinances as of the execution of this Agreement, teachers at the Worcester Vocational High School are allowed to use any accumulated sick leave they have towards approved Family Medical Leave.
- C. After eight (8) years (i.e., through 12/31/09), those teachers hired at the Vocational High School on or before the last day of the 1997-1998 school year, shall begin accruing six 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.
7. Compensation for Instructor in Charge is defined in Appendix C, Paragraph 1(A). (This language added to Vocational Appendix in 2013.)

**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 retaliate 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 policy prohibiting sexual harassment is incorporated herein by reference.

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

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

**MISCELLANEOUS (Vocational Article 26)**

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

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

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

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

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

## **MEETINGS**

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

## **SIDE LETTERS**

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

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

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

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

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

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

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

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

**SIDE LETTER**  
**MENTOR TEACHER RESPONSIBILITIES**

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

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

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

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

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

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

**SIDE LETTER**  
**JROTC**

**SETTLEMENT AGREEMENT**

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

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

## **SIDE LETTER**

### **AGREEMENT - CORI CHECKS**

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

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

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

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

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

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

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

**SIDE LETTER**

**AFTERSCHOOL STIPEND AGREEMENT**

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

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

**WHEREAS**, THE Worcester Public Schools currently has after school 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 After school Academic Program Teacher Stipend - \$1,300  
(Teachers work three (3) days per week for fifteen (15) weeks.)
2. Title I After school Academic Program Site Administrator Stipend - \$1,500  
(Site Administrators work three (3) days per week for fifteen (15) weeks.)
3. MCAS After school Teacher Stipend - \$875  
(Teachers work two (2) days per week for fifteen (15) weeks.)
4. MCAS After school 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 after school position.
6. An individual may not work after school on any day(s) that they used a sick day for their own illness during the school day.
7. If the grant funding is cancelled for any reason, the stipend is eliminated.

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

**SIDE LETTER**

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

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