AGREEMENT

between the

Worcester School Committee

and the

Educational Association of Worcester

Paraeducators - Unit C

September 1, 2022 - August 31, 2023

and

September 1, 2023 - August 31, 2026

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ARTICLE I
AGREEMENT

This agreement is made and entered into on this 15th day of June 2023, in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts, by and between the WORCESTER SCHOOL COMMITTEE (hereinafter referred to as the Committee) and the EDUCATIONAL ASSOCIATION OF WORCESTER PARAEDUCATORS UNIT C (hereinafter referred to as the Association).

ARTICLE II
RECOGNITION

The School Committee recognizes the Educational Association of Worcester as the exclusive bargaining agent and representative in all matters of employment for all personnel engaged as Paraeducators by the Worcester Public Schools, and the Association recognizes the School Committee as the governing body of the Worcester Public Schools.

ARTICLE III
GRIEVANCE PROCEDURE

A. A "grievance" is hereby defined as an express violation of specific terms of this agreement.

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 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. An employee with a grievance shall present it in person to their building principal. The building 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. If the grievance has not been settled to the satisfaction of the aggrieved employee at the building principal's level, or if no written decision has been received within ten (10) working days after the meeting with the principal, the aggrieved party may move to the next level of the grievance procedure.

    b. The appropriate supervisor and/or the Human Resources Manager or their designee, within ten (10) working days thereafter, shall meet with the aggrieved person, the Chairperson of the Association's Grievance Committee and/or the President of the Association and attempt to settle the grievance. The grievance may be answered in writing. If the grievance has not been disposed of to the satisfaction of the aggrieved employee at the level of appropriate supervisor and/or Human Resources Manager, or if no written answer has been received within ten (10) working days after the

meeting, the aggrieved party may forward the grievance with a copy of the answer, if any, to the Superintendent.

c. The Superintendent or their designee shall meet within ten (10) working days thereafter with the aggrieved person, the Chairperson of the Association's Grievance Committee and/or the President of the Association and attempt to settle the grievance. The grievance shall be answered in writing. If the grievance has not been disposed of to the satisfaction of the aggrieved employee at the level of the Superintendent, or if no written answer has been received within ten (10) 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 School Committee within ten (10) working days. The School Committee will hold a hearing on said grievance within fifteen (15) working days. Said hearing will 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.

d. If the employee alleging a grievance is not satisfied with the decision of the School Committee, the Association may file within thirty (30) days, at the request of the employee, an application with the American Arbitration Association. The School Committee reserves the right to insist upon a court determination of the jurisdiction of the arbitrator.

e. 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 this agreement.

f. 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.

g. A grievance that affects a group of Paraeducators or is of a general nature may be commenced by the Association by submitting it in writing to the Superintendent or their designee. If the nature of the alleged grievance is specific to a particular building, the grievance must first be initiated at the level of the building principal. If the grievance is not resolved at the building principal level, it then goes to the level of the Superintendent or their designee.

ARTICLE IV
SICK LEAVE

A. Effective on the first day of the 2023/2024 school year, all Paraeducators shall be credited fifteen (15) days of sick leave at the start of each school year. Accumulation of sick leave

shall be limited to two hundred (200) days. An employee on paid sick leave who works the extended day schedule will receive pay based on the extended day schedule.

B. 1. A person who is collecting Workers' Compensation may use accumulated sick leave to make up the difference, if any, between their regular pay and the Workers' Compensation payments.

2. Employees who are physically unable to return to their original assignment may be asked to return to work in a different open position within the bargaining unit if they are capable of performing the duties of the new assignment and if they are willing to do so.

C. The Committee will provide employees with their available benefit time on the employee section of the WPS Website (i.e., Team Online).

D. In cases where the evidence appears to establish a pattern of sick leave abuse, the Superintendent or their designee may require an employee to verify by a doctor's certificate the listing of any absence as a sick day. An employee who fails to submit a medical certificate will not be paid for the absence and for any subsequent absences. When an employee is not paid for failure to submit a medical certificate, the Association will be notified.

E. After an absence due to illness has exceeded five (5) consecutive school days, the employee shall provide the School Department with a physician's certificate describing the nature of the illness and the anticipated date of the employee's return to work.

F. Members of the bargaining unit serving in the Worcester Public School system for a minimum of twenty (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 one hundred sixty-five (165) days and twenty-five dollars ($25.00) per day for any days beyond one hundred sixty-five (165) days, which shall be included in the employee's final paycheck and recorded as part of the annual salary for their final years of service.

G. Whenever a Paraeducator is absent from their duties as a result of personal injury caused by assault occurring in the course of their employment, they will be paid their regular salary, less Workers' Compensation payments, for the period of such absence up to two (2) years from the date of injury and no part of such absence will be charged to their annual sick leave.

H. An employee will be made aware in writing when their total sick days exceed nine (9) days in any school year. The employee and their Association Representative will discuss the reason(s) for the absences with the building principal.

I. Paraeducators may use up to a maximum of ten (10) sick days per year to attend to the illness of a spouse, child or parent.

J. No sick leave allowance will be granted to an employee who is out of the Commonwealth of Massachusetts, unless the employee can produce a doctor's note or other suitable documentation that: 1) medical treatment was sought while outside of the Commonwealth; or 2) the travel out of the Commonwealth is required in order to secure necessary medical treatment. Other exceptions to this policy may be requested from the Superintendent, who shall have the discretion to either grant or deny such a request.

ARTICLE V
LEAVES OF ABSENCE

A. Leaves With Pay

1. A Paraeducator is entitled to a leave of absence of up to five (5) consecutive days, or Memorial Week for people of the Jewish faith, without loss of salary upon the death of their spouse, domestic partner, parent, child, sibling, grandparent, grandchild, person living in the same household, or someone who has acted in loco parentis. All step- and in-laws are included in the previous sentence. Such leave to take effect from the date of death. If the death occurs on a school day and the Paraeducator has worked all or part of said day, the five (5) days will commence the following day. Such five (5) 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.

2. A leave of one (1) day will be granted to attend the funeral of a cousin, niece, nephew, uncle, and aunt.

3. Necessary time may be granted by the building principal for the employee to attend the funeral of an employee or dear friend. If a full day is taken under this Section, it will be deducted from personal leave. If no personal leave is available, the day will be without pay.

4. Absence for Jury Duty: the employer will make up the difference, if any, between their regular pay and the compensation received for Jury Duty.

5. a. Three (3) 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 5(b).

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

Effective with the 2017/2018 school year, employees will be allowed to convert up to two (2) unused personal days per contract year to sick leave, subject to the two hundred (200) day limit imposed at Article IV Paragraph A.

6. When absences occur for legal cause for attendance in court for the purpose of giving testimony in cases in which the employee is 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 position. The employee taking leave under this provision will remit to the School Department any witness fee received as compensation for testifying. The maximum number of days allowed under this Section shall be three (3), not including personal days.

7. An employee who works the extended day schedule will receive extended day pay when absent from work for reasons covered by Section A Paragraphs 1, 2, 3, 4, 5 and 6.

8. The School Committee shall grant leave of absence with pay to observe religious holy days where the tenets of one's recognized religion obligate abstention from work or where the required religious observation of the day necessary conflicts with the school day. Such days shall not exceed two (2) days for any one individual in any given year.

B. Leaves Without Pay

1. Leaves of absence without pay may be granted at the sole discretion of the Worcester School Committee or its designee.

2. Any employee who takes an unpaid leave of absence without advance permission will be deemed to have abandoned their position and will be removed from the payroll, unless an emergency exists and notice is given to the principal or Human Resources Manager by 12 noon the day following the first day of absence.

3. Any Paraeducator, upon their written request, will be granted an unpaid leave by the School Committee to serve as President of the Educational Association of Worcester if so elected.

4. Any Paraeducator, upon their written request, will be granted an unpaid day of leave by the School Committee to attend a meeting for the EAW, MTA, or NEA. In no case will more than twelve (12) members of this bargaining unit be granted such leave on the same day. If a request includes multiple consecutive days, the Quadrant Manager will review and may approve.

C. Professional Leave

Upon recommendation of the Superintendent, the Committee or its designee may grant Professional Leaves with full pay to employees attending approved workshops or conferences. Compensation may include: reimbursement for all tuition, fees, books, lodging, equipment, meals and mileage reimbursement at the City rate per mile.

D. Pregnancy Leave

1. A Paraeducator, upon request, shall be granted pregnancy leave in accordance with 29 USC Chapter 28, the Family Medical Leave Act (FMLA), and M.G.L. c. 149, Section 105D, the Massachusetts Parental Leave Act (MPLA). An eligible member for purposes of pregnancy leave under the FMLA is one who has been employed full-time by the Worcester Public Schools for at least twelve (12) months (the summer counts for purposes of FMLA) and worked at least 1250 hours during the twelve (12) months immediately preceding the leave; and for purposes of the MPLA if they have been employed full-time by the Worcester Public Schools for at least three (3) consecutive months.

2. An eligible member under the FMLA may take up to twelve (12) weeks of leave, and under the MPLA up to eight (8) weeks of leave, for purposes of giving birth. The periods of FMLA and MPLA may run concurrently; however, leave taken due to complications from pregnancy may be designated as FMLA, whereas MPLA leave commences upon the birth of the child. In the case of multiple births, the MPLA provides for eight (8) weeks of leave for each child.

3. Employees who are pregnant will be supported by the District in their continued employment during their pregnancy to the extent that such continued employment does not pose a danger to the employee or students under their supervision. Pregnant employees are encouraged when necessary to work with the Human Resources Department to address any need for accommodations that may arise during pregnancy.

4. An eligible member must provide at least two (2) weeks' notice of their anticipated date of departure and probable return date, although eligible members are encouraged to provide notice of greater length if possible in order to assist the District in planning and the provision of appropriate coverage.

5. Eligible members on pregnancy leave may apply their accumulated sick leave days or personal days to up to eight (8) weeks of their period of disability that occurs from the birth of a child due to vaginal birth and up to ten (10) weeks due to caesarian section. The eight (or ten) week period during which an eligible member may use paid leave are calendar weeks and could include the two (2) weeks prior to birth. Paid leave may only be used for days during which school is in session. Otherwise, pregnancy leave shall be without pay or increment.

6. If, for documented medical reasons, more than the forty (40) consecutive work days (eight (8) weeks) of accrued paid sick leave are required, additional weeks of accrued sick time may be paid. In order to qualify for such benefit, the eligible member must provide satisfactory medical documentation to the Human Resources Department prior to the conclusion of the original period of pregnancy leave.

7. In addition to leave available under the FMLA and MPLA, an eligible member may take leave for such longer period of time as they may be disabled from performing their usual professional responsibilities because of their pregnancy or other pregnancy-related condition. An eligible employee on such medical leave shall return to work as soon as they are able.

8. Beyond the statutory periods of leave addressed above, and disability leaves addressed in Paragraph 7 above, an eligible member may request to extend pregnancy leave by taking discretionary leave for a specified period of time up to the start of the second school year following the commencement of their pregnancy leave. In no case will the combined pregnancy and discretionary leaves exceed two (2) school years. A pregnancy leave of absence that begins in the summer (i.e., child is born in July or August) will be granted for the full school year immediately following the birth of the child.

9. When returning from pregnancy leave, the eligible member shall be returned to the same subject or grade level they held when the leave commenced. If the same position is not available, the eligible member will be assigned the most nearly equivalent position which is available at the time of their return and for which they are qualified. Exceptions to this language may be made in the event that there has been a reduction-in-force, in which case, the provisions of the Reduction-In-Force Article will prevail.

E. Parental Leave

1. Bargaining unit members who are not eligible for leave under the Pregnancy Leave Section D above, shall, upon request and after completion of three (3) consecutive

months of employment, be granted parental leave. Such leave is provided to any employee in the case of a newborn child in the home or the placement of a child pursuant to a court order or adoption where the child is under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled.

2. Such leave, when requested, will be granted as follows:

   a. For a period of up to twelve (12) weeks, consistent with the provisions of the FMLA;

   b. For up to eight (8) weeks for any other adoption or new placement of a foster child, consistent with the provisions of the Parental Leave Law. Under the Parental Leave Law, a bargaining unit member is eligible for eight (8) weeks of leave per child.

3. Beyond the statutory periods of leave addressed above, a bargaining unit member may request to extend parental leave by taking a discretionary leave for a specified period of time up to the start of the second school year following the commencement of their parental leave but in no case will the combined parental leave and discretionary leaves exceed two (2) school years.

4. The periods of FMLA and MPLA may run concurrently.

5. Use of paid sick leave while on parental leave shall be as follows:

   a. Upon adoption or placement of child by employee's immediate family, employees will be allowed to utilize four (4) weeks of accumulated paid sick leave during authorized absence at the time of the adoption. This is in addition to ten (10) family sick days to the extent not already utilized.

   b. Upon birth of their child, employees will be allowed to utilize four (4) weeks of accumulated paid sick leave during an authorized absence at the time of birth of the child. This is in addition to ten (10) family sick days to the extent not already utilized.

F. In the event that an employee enters an unpaid medical leave of absence, for reasons other than an on-the-job injury/illness, as approved by the Committee, or its designee, the Committee will continue to pay its contractually established health insurance premium contribution for the first one hundred fifty (150) calendar days of such leave. Thereafter, the Committee shall only be responsible for the payment of fifty percent (50%) of the total health insurance premium for the remainder of the approved unpaid medical leave of absence. Any period of time that the employee is on approved FMLA leave shall not be counted towards the one hundred fifty (150) calendar-day limit.

In the event that an employee enters into an unpaid status while receiving workers' compensation benefits, the employer shall continue to pay its contractually established health insurance contribution for the first one hundred fifty (150) workdays of such unpaid

status. An employee is considered to be in an unpaid status, despite being on workers' compensation, if the employee no longer has available sick leave to supplement their workers' compensation benefits or if the employee elects not to utilize available sick time to supplement workers' compensation. In either case, the first six (6) weeks after entering into such unpaid status shall not be counted towards the one hundred fifty (150) workday limit. Thereafter, the Committee shall only be responsible for the payment of fifty percent (50%) of the total health insurance premium for the remainder of the approved period of unpaid status.

ARTICLE VI
WORK YEAR AND HOURS

A. The work year for employees in the bargaining unit shall be the school year (pupil session days and two (2) Professional Development days) plus the day before the opening of schools.

B. 1. Effective with the start of the 1998-99 school year, employees in the bargaining unit will be paid for all regular school days on which schools are closed for special observances or emergencies, exclusive of holidays and weather-related system cancellations. In the case of weather-related cancellations, the Paraeducator will continue to receive their normal bi-weekly pay and will make up the canceled day in accordance with the school calendar.

2. The workday for employees in the bargaining unit shall consist of the pupil session day exclusive of an unpaid lunch period of thirty (30) minutes. Specific hours of work shall be established for each employee by their building principal, not to exceed thirty (30) minutes before the beginning or thirty (30) minutes after the end of the students' school day. Employees will be required to work any additional time that is required to meet time and learning regulations.

   The employer retains the right to implement a flexible workday schedule for Paraeducators working within the transition program, which schedule shall not increase the length of the regular workday, but which may begin after the start of the pupil session day or end after the end of the pupil session day.

3. If a Paraeducator is assigned or selected by the Administration to work outside their regular work year as a paid member of a Curriculum Committee, they shall be paid at their regular hourly rate.

4. Overtime wages (one and one-half (1½) times regular hourly rate) shall be paid to employees who work more than forty (40) hours per week.

C. Effective with the start of the 2018/2019 school year, Paraeducators shall be required to attend a total of six (6) hours of meeting time per school year, which shall include the first faculty meeting in September. The schedule for the remaining meetings following the first faculty meeting in September shall be developed and shared with the Paraeducators by

September 30th of each school year. The Principal or other Administrator shall have flexibility as to the duration of each meeting up to a maximum of ninety (90) minutes and subject to the aggregate limit of six (6) hours per year. The newly agreed to approach to compensation for attending these six (6) hours of meetings shall be by way of an increase to the annualized compensation reflected on all steps on the "base" column of the salary scale in the amount of one hundred five dollars ($105.00) at the start of the 2018/2019 school year, which increase shall be applied after the application of the salary increase effective on the first day of the 2018/2019 school year. The one hundred five dollar ($105.00) increase was calculated utilizing an hourly meeting time amount of seventeen dollars and fifty cents ($17.50). Despite the fact that the prior annualized salary included compensation for attendance at meetings, the School Committee is foregoing any pro-rated reduction of compensation attendant to the reduction in required meeting time as described in this Section. Effective retroactive to the first day of the 2022/2023 school year, increase amount of compensation for the six (6) hours of required meeting time from one hundred five dollars ($105.00) to two hundred and five dollars ($205.00). This change is reflected in the attached salary schedule. The annualized salaries reflected in the "9 credits" and "18 credits" columns, as well as the new AA, BA and MA columns, shall be calculated in the same manner as previously calculated through applying the applicable annual differential amount.

ARTICLE VII
GENERAL

A. All employees working twenty (20) hours or more covered under the terms of this agreement shall be entitled to all medical and life insurance benefits granted to other School Department and/or City employees working twenty (20) hours or more as authorized by the City of Worcester and/or the School Committee.

B. The parties have agreed to a pilot program for the duration of the collective bargaining agreement for the period from September 1, 2023 through August 31, 2026. Under this pilot program, it is agreed that in the 2023/2024 school year, there will only be one (1) transfer list in which all open positions will be listed for Paraeducators to bid on. This transfer list will be provided in May to encompass all open positions. It is further agreed that during the 2024/2025 and 2025/2026 school years there shall be two (2) transfer lists utilized. This pilot program will expire on its own terms on August 31, 2026 without further action required of the parties.

Full-year vacancies to be filled will be posted on SchoolSpring. Any extra-paying Paraeducator positions (summer programs, after-school programs, etc.) will be posted on SchoolSpring. Vacancies that occur during the school year will be filled on a temporary basis for the rest of the school year. When a vacancy occurs in a Paraeducator's position, the School Committee or its designee will give due weight to the following criteria in determining transfers to fill said vacancies:

1. Evaluations

2. Relevant Experience

3. Interview by Principal of building in which vacancy exists

4. Seniority

Upon written request, a Paraeducator is to be notified in writing as to the reason why they are not to be recommended for said transfer.

Kindergarten Paraeducator positions will be subject to re-assignment at the start of the school year and during the school year as enrollment numbers warrant. A Paraeducator who is reassigned shall consider the new school to be their assignment until the position is bid consistent with existing procedures.

One-to-one (1:1) positions will not be bid at the end of the school year as this would be inconsistent with the purpose of establishing a rapport between the student and the Paraeducator. This does not preclude the Paraeducator who is assigned to a one-to-one (1:1) position from bidding on another position available on the bid list after two (2) full school years.

In the event that any one-to-one (1:1) vacancy occurs during the summer months, then those Paraeducators who have notified the Human Resources Department of their interest in such positions shall be offered the vacant positions in order of seniority. If those who have expressed such an interest decline to accept the vacancy, then the vacancy shall be filled by the Administration.

The Human Resources Department intends to continue to advertise vacancies electronically with regard to the positions it is required to fill through the bidding process.

C. No employee working three (3) or more years shall be discharged, suspended, reduced in rank or compensation or reprimanded without just cause. The question of just cause may be a grievable matter at the discretion of the Association.

D. The Association and its members agree not to strike pursuant to M.G.L., Chapter 150E.

E. The Committee agrees to have dues deducted by the Treasurer of the City of Worcester from the Paraeducators' salaries money for MTA, NEA, and EAW services and programs as said Paraeducators 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 Paraeducator may authorize the Committee to take from his/her earnings will be deducted in ten (10) equal installments from ten (10) paychecks received by said Paraeducator during the school year. The number of deductions is subject to the approval of the Treasurer of the City of Worcester.

The EAW agrees to hold the City of Worcester, the Worcester Public Schools and the Worcester School Committee harmless from any liability arising from the operation of this section.

F. The School Department shall make available, wherever possible, a mail slot for each Paraeducator at a particular work location or, alternatively, where this is not possible, one (1) slot where all Paraeducators can receive their mail, notices, messages and so forth.

G. When an employee is required to use their car for school business, they will be reimbursed at the current City rate per mile.

H. The parties have agreed to the formation of a Study Committee consisting of an equal number of representatives of the Association and the Committee (or Administration) to review current job descriptions for positions within the bargaining unit. The Study Committee will begin its work within thirty (30) days of ratification of the Memorandum of Agreement for the period of September 1, 2023 through August 31, 2026 and shall complete its work by December 1, 2024. The Study Committee shall make recommendations for changes to the job descriptions, but the Committee, through its Administration, reserves the authority over whether or not to make any such recommended changes.

I. Paraeducators will not be required to substitute for teachers. To that end, the Superintendent or their designee will issue a directive to all Principals instructing them not to use Paraeducators as substitute teachers, unless agreed upon by both parties.

Effective with the start of the 2011-2012 school year, a Paraeducator who is highly qualified may be used as a day-by-day substitute teacher if mutually agreed upon by the Principal and the Paraeducator. If such Paraeducator agrees and is utilized as a substitute teacher, the Paraeducator will be paid their regular Paraeducator wages plus one-half (½) of the day-by-day substitute teacher rate when substituting for the entire day. A Paraeducator who serves as a substitute for less than a full school day shall be compensated in increments of one-half (½) hour. A formal mechanism and procedure shall be established by the Administration to govern the manner of requesting substitute coverage; the manner of approval of substitute coverage; and the manner of assignment of substitute coverage. Absent approval by the Principal, the substitute work by the Paraeducator shall not be compensated. The Principal retains absolute discretion and authority as to the determination and selection of Paraeducators in the school to utilize for substitute coverage.

J. Principals will endeavor to make notification of change in assignment prior to the final bid list.

K. 1. Effective with the 2017/2018 school year, a list of all vacancies shall be maintained by the District 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.

2. Systemwide Paraeducators who bid into a building will be attached to that building and not subject to being moved, so long as there exists comparable staffing needs at the building.

L. Paraeducators hired for a long-term substitute position will be granted a leave of absence from their Paraeducator position. Upon conclusion of the long-term substitute position, the Paraeducator will return to their prior position and suffer no loss of pay or benefits previously enjoyed.

ARTICLE VIII
MANAGEMENT RIGHTS

The parties hereto agree and declare that the Committee is a public body established under and with the powers provided by the laws of the Commonwealth of Massachusetts and nothing in the agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights and duties that it has by law and may, subject to this agreement, exercise the same at its discretion.

ARTICLE IX
TRANSFERS RESULTING FROM REDUCTION-IN-FORCE

A. Seniority is defined as the number of years, months and days of consecutive service as a Paraeducator in the Worcester Public Schools. Unpaid leaves of absence will not break the continuity of service, but time spent on such leaves, if more than thirty (30) school days' duration, will not count as creditable service towards seniority.

B. The Association recognizes the right of the Committee to determine the number of Paraeducator positions which are to be filled.

When, in the judgment of the Committee, the number of Paraeducators is to be reduced in a school, the Administration will determine the category of Paraeducator position in which the reduction shall occur from among the following categories: Bilingual Paraeducators and all other Paraeducators. This procedure is not applicable to the annual assignment of Kindergarten Paraeducators.

C. After the above determination is made, volunteers in the affected category will be transferred first, if such transfers are in the best interest of the school system. When there are no volunteers, the least senior person in the affected category will be transferred, unless in relation to the needs of the system, there is a demonstrated need for the background/experience/or demonstrated ability of the person in the school in question.

A Paraeducator transferred pursuant to the above will have priority of transfer to vacant positions in their category. If there are no vacancies in their category, the displaced Paraeducator may transfer to the position in their category held by the least senior Paraeducator in that category. The least senior Paraeducator so affected may transfer to a

vacancy in another category for which they are qualified. However, in the case of Reduction-in-Force, a Paraeducator whose job is eliminated, may transfer into the position held by the least senior Paraeducator in a category for which the Paraeducator is qualified. A Paraeducator ultimately reduced from the force through the above process, shall, for a period of two (2) years, be given first consideration for any Paraeducator vacancy for which that Paraeducator is qualified.

The above provisions will be revised and modified in order to comply with an Affirmative Action plan to be adopted by the School Committee for non-instructional personnel and federal and state law, provided that the Association is permitted to provide its input relative to the formation of such a plan.

ARTICLE X
SALARY

A. Wage Schedules

1. Wage schedules will be adjusted as follows with increases to all steps on the "base" column of the salary scale on the following dates:

   a. Three Percent (3%) effective retroactive to first day of the 2022/2023 school year; and

   b. Three Percent (3%) effective on the first day of the 2024/2025 school year applied to reconfigured salary scale; and

   c. Three and One-Half Percent (3.5%) effective on the first day of 2025/2026 school year.

   These increases are reflected in the attached salary schedule.

2. Elimination of Steps

   Effective retroactive to the first day of the 2022/2023 school year, eliminate Steps 1 through 4 of the Paraeducator Salary Schedule. This change is reflected in the attached salary schedule.

3. Educational Columns

   Effective retroactive to the first day of 2022/2023 school year, three (3) new educational columns shall be established as follows:

   a. Associate's Degree = $1,500.00 annual differential;

   b. Bachelor's Degree = $2,000.00 annual differential; and

c. Master's Degree = $2,500.00 annual differential.

Because of the retroactive nature of this change, the parties have agreed that the payment of the new educational column amounts shall be made in a lump sum for the 2022/2023 school year only, and thereafter shall be paid out over the course of the school year as part of the annualized salary in accordance with the salary schedule.

This change is reflected in the attached salary schedule.

4. Effective as soon as practicable after the ratification of the Memorandum of Agreement for the periods of September 1, 2022 – August 31, 2023 and September 1, 2023 – August 31, 2026 by all parties, all bargaining unit members employed during the 2022/2023 school year will receive a one-time payment in accordance with the following criteria:

   a. If first employed for the 2022/2023 school year between the first day of the 2022/2023 school year and October 28, 2022, the employee will receive a one-time payment of $1,600.00;

   b. If first employed for the 2022/2023 school year between October 31, 2022 and January 17, 2023, the employee shall receive a one-time payment of $1,200.00;

   c. If first employed for the 2022/2023 school year between January 18, 2023 and March 31, 2023, the employee shall receive a one-time payment of $800.00; and

   d. If first employed for the 2022/2023 school year after April 3, 2023, the employee shall receive a one-time payment of $400.00.

   Each eligible employee shall only receive one (1) of the above-referenced one-time payments and such payment shall not be included on the salary schedule.

5. Reconfiguration of Paraeducator Salary Schedule

   Effective on the first day of the 2023/2024 school year, reconfigure the Paraeducator Salary Schedule as follows:

   a. Base Column Step 9 from 2022/2023 school year shall be increased by three percent (3%) and then after that increase it shall become the new Base Column Step 1.

   b. Steps 2 through Steps 6 of the Base Column shall be established based upon a difference of two and one-half percent (2.5%) between steps.

   c. Educational Columns shall be established as follows:

      1) 9 Credits = $659.00 annual differential;

2) 18 Credits = $1,098.00 annual differential;

3) Associate's Degree = $1,500.00 annual differential;

4) Bachelor's Degree = $2,000.00 annual differential; and

5) Master's Degree = $2,500.00 annual differential.

This change is reflected in the attached salary schedule.

6. Transition to Reconfigured Paraeducator Salary Schedule

The parties have agreed that the transition to the Reconfigured Paraeducator Salary Schedule on the first day of the 2023/2024 school year shall be as follows:

a. New employees will be placed on Step 1 of the reconfigured salary scale;

b. Employees with one to four (1-4) years of employment as a Paraeducator shall be placed on Step 2 of the reconfigured salary scale;

c. Employees with five to ten (5-10) years of employment as a Paraeducator shall be placed on Step 3 of the reconfigured salary scale;

d. Employees with eleven to nineteen (11-19) years of employment as a Paraeducator shall be placed on Step 4 of the reconfigured salary scale; and

e. Employees with twenty or more (20+) years of employment as a Paraeducator shall be placed on Step 5 of the reconfigured salary scale.

In determining years of employment for purposes of initial transition to the reconfigured salary scale, one who was hired on or before the 91st day of the work year shall receive credit for that year of employment. Employees hired after the 91st day will not receive credit for that year of employment for transition purposes. Advancement on steps starting with the 2024/2025 school year shall occur on the first day of the work year, with such advancement being based on the same rule as to date of hire, i.e., no advancement if hire date was after the 91st day of the prior work year.

B. New Hires

New hires will be placed on Step 1 of the appropriate educational column, except that the Committee may grant additional salary credit for years of service; education; or the needs of the District.

C. Summer Work Hourly Rate

Effective on June 26, 2023, the hourly rate for summer work shall be increased to $30.00. Effective on the last day of the 2024/2025 school year, the hourly rate for summer work shall be increased to $35.00.

D. Stipends

In order to qualify for the full annual stipend, one must complete the entire school year in the qualifying assignment. If an employee is moved out of the assignment involuntarily, except for reasons of misconduct or performance, such employee shall receive the entire annual stipend amount. If an employee elects voluntarily to leave a qualifying assignment, that employee shall only receive the pro-rated share of the annual stipend based upon actual days in the assignment. Also, in the event that an employee works filling in on a qualifying assignment for a period of thirty (30) days or more, such employee shall receive a pro-rated share of the annual stipend based upon actual days in the assignment.

1. Alternative Stipend

For the 2022/2023 school year, all Paraeducators assigned to schools where teachers receive a stipend for teaching at alternative schools shall receive an annual stipend of seven hundred dollars ($700.00) to be paid in a lump sum at the end of the school year.

Effective on the first day of the 2023/2024 school year, all Paraeducators assigned to schools where teachers receive a stipend for teaching at alternative schools shall receive an annual stipend of one thousand dollars ($1,000.00) to be paid in a lump sum at the end of the school year.

The parties have agreed that the ASP program is to be treated as an alternative program for purposes of a Paraeducator's qualification for payment of this alternative stipend. Employees receiving this stipend will not be eligible to receive the Sub-Separate Stipend or the Special Health Services Stipend.

2. Bilingual Stipend

Effective on the first day of the 2023/2024 school year, there shall be established a so-called "Bilingual Stipend" in the annual amount of one thousand dollars ($1,000.00). Such stipend shall be paid in a lump sum at the end of the school year to those Paraeducators who are assigned to a position which explicitly includes "bilingual" in its job title.

3. Sub-Separate Stipend

Effective on the first day of the 2023/2024 school year, there shall be established a so-called "Sub-Separate Stipend" in the annual amount of one thousand dollars ($1,000.00). Such stipend shall be paid at the end of the school year to those

Paraeducators who are assigned to the following specific sub-separate programs: STEP; SAIL; COAST; Life Skills; Transition Life Skills; Autism Life Skills; Autism ABA; Elementary and Secondary LD (LAB) Programs; and Pre-School Substantially Separate. Such stipend shall be paid in a lump sum at the end of the school year. Employees receiving this stipend will not be eligible to receive the Alternative Stipend or the Special Health Services Stipend.

E. The annualized salaries reflected in the "9 credits" and "18 credits" columns, as well as the new AA, BA and MA columns, shall be calculated in the same manner as previously calculated through applying the applicable annual differential amount.

F. Employees will advance one (1) step at the start of each new school year until they reach maximum step level of the basic salary schedule. In order to qualify for incremental step increases, employees must have been employed for fifty percent (50%) or more of the previous school year. Each yearly increment shall be subject to favorable review of individual performance.

To be applied for incentive purposes, credits must be pre-approved by the Superintendent or his designee and taken after initial employment as a Paraeducator.

G. Future employees will be placed on the proper step of the salary schedule in accordance with this article. For incentive differential purposes, only pre-approved courses taken after employment as a Paraeducator will be valid.

H. Effective with the start of the 2001-2002 school year hourly incentive differentials shall be earned by all members of the bargaining unit in accordance with the following criteria:

1. Successful completion of nine (9) credit hours of pre-approved in-service and/or college credit courses shall entitle the employee to an additional sixty (60) cents per hour rate increase.

2. Successful completion of eighteen (18) credit hours of pre-approved in-service and/or college credit courses shall entitle the employee to an additional forty (40) cents per hour rate increase, for a maximum of one dollar ($1.00) per hour rate increase.

I. Positions which are eligible for the annual alternative school stipend will be subject to annual bidding. In filling these positions, due weight will be given to the criteria listed in Article VII, Section B.

J. The employee will be paid in twenty-six (26) equal payments for the contract year. However, an employee may request to be paid a lump-sum payment for summer pay. Payment schedule and notice requirements will be consistent with the teacher contract.

K. Effective September 1, 2017, employees who have served as a Paraeducator for more than ten (10) years will receive an annual longevity lump-sum payment of one thousand dollars ($1,000.00) at the close of the school year. Those serving more than fifteen (15) years will

receive one thousand two hundred fifty dollars ($1,250.00); those serving more than twenty (20) years will receive one thousand five hundred dollars ($1,500.00); those serving more than twenty-five (25) years will receive one thousand seven hundred fifty dollars ($1,750.00); and those serving more than thirty (30) years will receive two thousand dollars ($2,000.00).

L. Employees who work in after school programs shall be paid their regular hourly rate or ten dollars ($10.00) per hour, whichever is greater.

M. All employees shall be required to utilize direct deposit in connection with the payment of all salaries and other compensation. The School Committee and the City shall not be required to mail pay stubs 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 their salary and other compensation, that employee shall be required to pick-up their 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.

ARTICLE XI
INSURANCE

Pursuant to the provisions of Chapter 32B, M.G.L., 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. 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 c.32B, M.G.L.:

A. Effective July 1, 2011 or as soon as practicable thereafter, health insurance for bargaining unit members shall be limited to the three (3) plans known as Network Blue N.E. Options Plan (with Three (3) Tiers); the City Worcester Advantage Plan-Direct; or the City of Worcester Advantage Plan-Advantage (with Two (2) Tiers). The City shall no longer offer current health insurance plans following implementation of the above referenced plans. Plan design shall be in accordance with the attached benefit summary, Appendix B.

B. 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 sixty percent (60%) City and forty percent (40%) employee contribution.

C. 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 XI, 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 Association'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 Association'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, 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.

D. The City shall offer to all employees a basic dental insurance plan. The employee shall pay one hundred percent (100%) of the premium for this program.

E. The City of Worcester shall increase the amount of its basic life insurance plan from two thousand dollars ($2,000.00) to five thousand dollars ($5,000.00), effective November 1, 1988.

F. 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 it within six to eight (6-8) months, upon approval of the Insurance Coalition Bargaining Committee.

G. Whereas it is in the best interests 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 EAW 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 XI, Section G of the contract between the Worcester School Committee and the EAW:

1. If the EAW files a grievance on Article XI, Section G said grievance may be filed at the School Committee level.

2. If such grievance is filed initially at the school Committee level, the Committee shall respond within seven (7) days of receipt by the Committee of the grievance.

3. The Worcester School Committee agrees that the issue of equivalent coverage as used in Article XI is an arbitrable issue. During negotiations for the 1986-87 contract, the Committee agreed that the issue of equivalent coverage as used in Article XI is an arbitrable issue.

4. Except as provided herein, the grievance procedure of the contract shall be complied with for all Article XI grievances.

5. Administration of the insurance program for Paraeducators will be in accordance with the provisions, Chapter 32B, M.G.L., as amended.

6. The Committee agrees that the following items shall be taken into consideration when determining "Equivalency" under Article XI of the contract between the School Committee and the EAW:

    a. Semi-private room at hospital.

    b. Eighty percent (80%) reimbursement of office visits, prescription drugs and ambulance service.

    c. In-patient services, covered in full.

    d. In-hospital physician services.

    e. Outpatient physical therapy services, reimbursement.

    f. 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 Blue Cross/Blue Shield plan.

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

The Committee understands that in making this 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.

H. 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:

1. 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.

2. 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.

3. 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.

4. 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 procedures outlined in this Section shall not go into effect until the City notifies the Association that the carrier is ready to implement said procedures. The procedures listed in H(1) through H(4) may be implemented by the carrier on an individual basis (e.g. H(3) only) or a complete basis (H(1) through H(4)).

I. 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 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.

J. Effective July 1, 2017, health insurance deductibles for all plans shall be increased from two hundred fifty dollars ($250.00)/seven hundred fifty dollars ($750.00) to a maximum not to exceed five hundred dollars ($500.00)/one thousand dollars ($1,000.00).

K. Effective January 15, 2018, or as soon as practicable thereafter, prescription drug co-pays and coverage changes for all plans as follows:

1. To increase the second (2nd) tier of prescription co-pays from twenty-five dollars ($25.00) to thirty dollars ($30.00).

2. To increase the third (3rd) tier of prescription co-pays from forty-five dollars ($45.00) to sixty dollars ($60.00).

3. To require mandatory mail order refills on all maintenance prescriptions.

L. Effective January 15, 2018, or as soon as practicable thereafter:

1. Increase the co-pays for PCP office visits for all tiers by five dollars ($5.00).

2. Increase the co-pays for specialist office visits up to a maximum not to exceed fifty dollars ($50.00).

3. Increase the ER co-pay to one hundred fifty dollars ($150.00) per visit.

4. Increase the Inpatient Hospital co-pay to a maximum not to exceed one thousand dollars ($1,000.00) for each plan.

5. Increase the Outpatient Hospital co-pay to a maximum of seven hundred fifty dollars ($750.00) for each plan.

The Association 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. Newly Settled Benefit Summary).

M. Bargaining Unit members have previously been advised of the fact that the Fallon Insurance plans will no longer be available to City employees effective on July 1, 2022. Accordingly, the City has explored other options and the subject has been discussed with the Insurance Advisory Committee and alternative coverages have been made available during the recent open enrollment period. The Association has agreed to such changes in coverage.

ARTICLE XII
LIGHT DUTY LANGUAGE

The parties recognize that the passage of the Americans with Disabilities Act requires the Superintendent to make efforts to reasonably accommodate any ill or injured employee. Accordingly, it is hereby agreed that it shall not be a violation of the collective bargaining agreement for the Superintendent to assign a member of the bargaining unit to any duties which

are the responsibility of the School Department and which the City physician has determined the employee is capable of performing on either a full-time or part-time basis. Any employee who refuses any such assignment shall be placed on unpaid leave of absence and may be subject to other appropriate action by the Superintendent.

Members of the bargaining unit who are incapable of performing light duty and have been on sick leave or workers' compensation for more than one (1) year shall be required to file an application for retirement benefits.

ARTICLE XIII
EVALUATIONS

The evaluation of Paraeducators is designed to allow the individual to understand how their effort is perceived by the teacher and/or principal; allow the individual to grow in their role as a Paraeducator; allow for determination of the effectiveness of the Paraeducator. Paraeducators shall be evaluated each of the first three (3) years they are employed. Following the third (3rd) year each Paraeducator will be evaluated every other year, except when their performance has been unsatisfactory, in which case they will be evaluated in the off year. However, in the case of a Paraeducator who transfers (involuntary or voluntary) into a new school, the Paraeducator will be evaluated in the year of transfer, regardless if it is a scheduled or non-scheduled evaluation year. The primary evaluator will be the Principal or a designee. To the degree necessary, the Principal may involve the teacher(s) that the Paraeducator works with on a day-to-day basis. It shall be the responsibility of the Principal to provide any necessary suggestions for continual growth.

The parties have agreed to the evaluation instrument as an appendix to the collective bargaining agreement.

ARTICLE XIV
PROFESSIONAL DEVELOPMENT

A. In order to encourage professional development and continuing education, the Committee will establish a tuition reimbursement account. A program will be established whereby employees covered by this agreement who have completed one (1) year of full-time employment as a Paraeducator with the Worcester Public Schools will be eligible for participation. Tuition will be paid up front for the enrollee so long as the course is pre-approved by the building Principal, Quadrant Manager and Assistant Human Resources Manager, using the Worcester Public Schools Course Approval Form. The form must include the cost of the course. No registration, student activity or other fees will be reimbursed. A grade of "B" or better will be considered successful completion of a course and failure to attain such a grade will subject the Paraeducator to complete reimbursement of the tuition to the Worcester Public Schools by payroll deduction. In the case of a "Pass/Fail" course, a "Pass" shall be eligible for fifty percent (50%) tuition reimbursement. Total reimbursement will be limited to a maximum of $35,000 annually.

In the event Course Approvals reach the maximum, the Course Approval Form will be returned to the employee; the Course Approval Form will indicate that the course will not qualify for reimbursement since the limit has been reached.

To assist in the equitable distribution of the annual allotment, one-half (½) of the annual allotment will be available for courses held in the Fall session and one-half (½) of the annual allotment will be available for courses held in the Spring and Summer sessions. An employee will be eligible for only one (1) course reimbursement per session to a maximum of three (3) per year (one Fall, one Spring, one Summer). An individual may only seek approval for one (1) course at a time. It is understood that reimbursement for Summer session courses will be available if the Spring allotment is not fully utilized.

Employees will not be released from school before the end of the employee's regularly scheduled workday to attend such courses. Only courses taken at accredited colleges/universities will be eligible for reimbursement. Correspondence courses will not qualify for reimbursement. Upon completion of the course, the employee must submit the following in order to qualify for reimbursement: 1) approved Course Approval Form; 2) transcript/grade report from institution; 3) receipt from college indicating the amount of tuition paid. The employee must submit a request for reimbursement within sixty (60) days of the completion of the course. An employee will be limited to a maximum of three (3) courses per year. An employee may submit a Course Approval Form for a summer course(s) prior to the end of the school year in June.

B. The School Committee and the Association agree that it is desirable that the parties have regular opportunities to collaborate on professional development opportunities for Paraeducators and will commit to doing so on a regular basis.

C. The Committee will track PTPs of Paraeducators on an accessible digital platform.

ARTICLE XV
USE OF ALCOHOL/ILLEGAL DRUGS

As a condition of employment, no alcohol or illegal drugs shall be used or possessed by an employee during the work hours of the employee, including all breaks and the lunch or dinner period. Failure to comply with this provision will subject the employee to disciplinary action up to and including termination of employment. It is the intent of the School Administration to utilize progressive disciplinary action in dealing with violations of this article; however, the Administration reserves the right to terminate an employee on a first offense if it is such that it warrants termination. The Administration recognizes the right of the employee to utilize any applicable provisions of the contract in challenging any decision of the Administration relative to disciplinary action and/or termination of employment. In addition, an employee who is experiencing difficulty relative to alcohol and/or drug usage is encouraged to seek guidance and assistance from the Administration and the Association prior to the alcohol/drug usage reaching the stage where the alcohol and/or drug usage has a serious negative impact on his/her ability to perform his/her work responsibilities. In such cases, the Administration and the Association will support the employee to utilize accrued sick leave and/or a leave of absence in order to take

affirmative steps to deal with the alcohol and/or drug issue. In order to facilitate the enforcement of this article, the Committee shall have the right to initiate a drug/alcohol test upon reasonable suspicion that an employee is under the influence of illegal drugs or alcohol during work hours, or has consumed same during work hours. The test shall consist of a urinalysis, which shall test for alcohol and illegal drugs, and the cost of the test shall be borne by the Committee. In the event of a positive test, the employee shall have the right to secure a second test from the same laboratory, and the cost of the test shall be borne by the employee. Only in the event that the findings of the two (2) tests are substantially inconsistent, either party may opt for a third test and the cost of that test shall be borne by the party electing to initiate the third test. For purposes of determining if one is under the influence of alcohol, the parties agree that the standard utilized shall be the standard in effect in the Commonwealth of Massachusetts for determining if an operator of a motor vehicle is legally intoxicated.

The Committee agrees to ensure that at least two (2) supervisors receive training in drug and alcohol use in order to be prepared to enforce the reasonable suspicion aspect of this article. The Committee also agrees to provide training for two (2) representatives of the EAW. At the time of any meeting at which the employer articulates its reasonable suspicion to an employee and requests a drug test, the employee shall be entitled to have an Association Representative present and the Committee agrees to give the Association notice so that the Association Representative can accompany the employee at such meeting. However, the parties agree that time is of the essence in these matters. And no undue delay in acquiring Association representation shall be tolerated. The employee may also be accompanied by the Association Representative at the time of the test, so long as such representation does not compromise the validity of the test.

ARTICLE XVI
SICK BANK

Effective upon the first day of the 2023/2024 school year, the ESP Sick Leave Bank will be implemented as follows:

A. ESP Sick Leave Bank Committee

1. The ESP Sick Leave Bank Committee shall consist of three (3) representatives from the Association and three (3) representatives of the Committee and/or Administration. The quorum shall be four (4) members for the purpose of enacting business and voting. A simple majority vote of those representatives attending is required for approval of sick leave bank days.

2. The ESP Sick Leave Bank Committee shall meet at least once during each month, except July. The ESP Sick Leave Bank Committee shall determine the following year's meeting schedule no later than the last meeting of the current school year.

3. The ESP Sick Leave Bank Committee shall designate one (1) member to receive all sick leave bank applications and present the applications to the ESP Sick Leave Bank Committee.

4. The ESP Sick Leave Bank Committee shall designate one (1) member to record ESP Sick Leave Bank Committee meeting minutes and distribute these minutes to all members. The meeting minutes shall be approved by the ESP Sick Leave Bank Committee at the following meeting.

5. The ESP Sick Leave Bank Committee shall govern all phases of the ESP Sick Leave Bank process and make all final decisions. The ESP Sick Leave Bank Committee's final decisions are not subject to the grievance process provided in the contract.

6. The ESP Sick Leave Bank Committee shall review all ESP Sick Leave Bank applications and shall determine member eligibility for ESP Sick Leave Bank benefits.

7. The ESP Sick Leave Bank Committee may review all medical statements sent by applicant's physician before reaching a decision. These documents may only be reviewed at the time of the meeting and must neither be kept nor copied. By agreement, the ESP Sick Bank can make a determination based upon a written statement from the employee.

8. The ESP Sick Leave Bank Committee shall notify the applicant of the number of approved days after sick leave bank days have been granted.

9. The ESP Sick Leave Bank Committee shall notify the applicant of the rationale if sick leave bank days have been denied.

B. Eligibility For Membership

1. All members of the Paraeducator unit are eligible to participate in the ESP Sick Leave Bank.

2. Upon the ratification of this agreement:

   a. Employees who are sick leave bank members will not contribute days until the sick leave bank needs to be re-seeded.

   b. Employees who are not yet sick leave bank members will be notified by the District that they have ten (10) workdays to opt-out of the sick leave bank or else automatically contribute earned sick days to the sick leave bank as follows:

      1) An employee who has been with the Worcester Public Schools for more than five (> 5) years shall contribute five (5) earned sick days. These employees will also contribute days when the sick leave bank needs to be re-seeded.

      2) An employee who has been with the Worcester Public Schools for five (≤ 5) years or less shall contribute two (2) earned sick days. These employees will also contribute days when the sick leave bank needs to be re-seeded.

3. Newly hired employees will be notified by the District that they have ten (10) workdays to opt-out of the sick leave bank or else automatically contribute two (2) days and become sick leave bank members.

4. A participating member of the ESP Sick Leave Bank is one who has contributed the required number of days from their own sick leave reserve.

5. ESP Sick Leave Bank benefits shall apply only during the period when the employee is a participating member.

C. Funding

The ESP Sick Leave Bank will be funded according to the following provisions:

1. As measured on July 1st, if the number of sick leave bank days are less than 2000, then the sick leave bank will be re-seeded by each member contributing one (1) of their earned sick days.

2. Days placed in the bank and unused at the end of the school year shall remain in the bank and shall accumulate from year to year.

D. Eligibility For Benefits

1. Participating members must make written applications to the ESP Sick Leave Bank Committee requesting sick leave bank days using the ESP Sick Leave Bank Application.

2. There will be a waiting period of three (3) working days between the end of the applicant's current allowance of sick days and the beginning of withdrawal of ESP Sick Leave Bank days. Participating members of the ESP Sick Leave Bank may use accrued personal days for the three-day waiting period before utilization of ESP Sick Leave Bank days. The waiting period may be waived by a unanimous vote of the ESP Sick Bank Committee.

3. Conditions for the Awarding of Benefits:

   a. The applicant must be on an approved medical leave from the District.

   b. If the applicant's request is approved, then the sick leave benefits would apply retroactively to the date of application.

4. The date of the ESP Sick Leave Bank Committee meeting shall not affect the ability of members to access the ESP Sick Leave Bank in a timely manner. If the meeting occurs after the member has exhausted earned sick leave, then the sick leave bank benefits would apply retroactively to the date of application.

E. Benefits

1. Benefits of the ESP Sick Leave Bank are extended to any actively participating member who has fulfilled the requirements for eligibility and whose ESP Sick Leave Bank Application has been approved by a majority of the ESP Sick Leave Bank Committee.

2. The ESP Sick Leave Bank Committee will award the number of sick days consistent with the medical need not to exceed 90 school days at one time.

3. Members are allowed a maximum of 300 Sick Leave Bank days during their WPS employment.

ARTICLE XVII
HOLIDAYS

Effective with the 2017/2018 school year, holidays will be paid in accordance with City policy and consistent with the handling of holiday benefits with other City bargaining units. Payment for the holidays shall be included in the bi-weekly payroll for the period in which it is earned, or as soon as practicable thereafter, given that the time within the bi-weekly payroll period when the holiday falls could affect the District's ability to include it in that bi-weekly payroll.

Paraeducators shall be entitled to a total of three (3) paid holidays: Thanksgiving, Christmas, and Labor Day.

ARTICLE XVIII
DURATION OF AGREEMENT

This document reflects the parties' entry into two (2) collective bargaining agreements covering the period of September 1, 2022 through August 31, 2026. The duration of the first agreement shall be effective from September 1, 2022 through August 31, 2023. The duration of the second agreement shall be effective from September 1, 2023 through August 31, 2026. The parties agree that at the request of either party to this agreement, they shall enter into negotiations for a successor agreement to become effective as of September 1, 2026. Such negotiations for a successor agreement shall commence on or about September 1, 2026.

This agreement is executed on this 6th day of February, 2025 by the parties.

For the Association:

For the School Committee:

APPENDIX A

SALARY SCHEDULE, STIPENDS AND JOB DESCRIPTIONS

Longevity

Paraeducators working a six (6) hour and twenty-three (23) minute day at the secondary level will be compensated for the additional time at their respective rate.

Longevity*	Effective 2017-2018 school year
10 Years	$1,000
15 Years	$1,250
20 Years	$1,500
25 Years	$1,750
30 Years	$2,000

*Longevity payments shall continue to be made at the end of the school year.

Substitute Teaching

Substitute Teaching	Effective 2011-2012 school year
Full Day	Regular wages PLUS one-half (1/2) of the day by day substitute teacher rate ($**55**)
Less than full day	Compensated in increments of one-half (1/2) hour

JOB DESCRIPTION FOR PARAEDUCATOR

POSITION: PARAEDUCATOR

REPORTS TO: BUILDING PRINCIPAL

ACCOUNTABILITY OBJECTIVE:

This position is accountable for providing assistance to the classroom teacher and/or other certified personnel, to support the instruction of all students (with mild to moderate to severe special needs and general education) and to facilitate educational access for students with disabilities using sound judgment and confirming with the rules and regulations of the Worcester Public Schools

PRINCIPAL RESPONSIBILITIES:

1. Responsible for assisting the classroom teacher by reviewing, correcting and reinforcing lessons with individual and small groups of students in all content areas and other activities as defined in the student's IEP or 504 plan.

2. Responsible for assisting in preparation and inventory of instructional materials and the setting-up operating and maintenance of various classroom's learning aids, and equipment.

3. Responsible for supporting student physical and personal care needs such as assisting in lavatory routines, toileting, diapering, lifting, etc.

4. Responsible for the supervision of breakfast and/or lunch periods, and assemblies and cleaning up of work areas.

5. Responsible for assisting the classroom teacher in clerical work which may include, but it is not limited to, recording daily attendance, cataloging and filing instructional materials.

6. Responsible for participating and contributing to weekly, monthly and long-range planning with the classroom teacher for instructional activities such as observing special days and events, field trips and visits and school wide activities such as health testing, etc.

7. Responsible for assisting the classroom teacher during the workday in maintaining open communication. All oral and written communication is under the supervision of the teacher and/or administrator.

8. Responsible for maintaining student confidentiality.

9. Responsible for the supervision and support of children in both structured and unstructured activities and across environments throughout the day.

10. Responsible for contributing to a warm and open atmosphere so that all students will have the opportunity to grow and develop to their fullest potential.

11. Responsible for serving as the guiding source of information and assisting any substitute teacher assigned in the absence of the teacher.

12. Responsible for implementing district and school-wide rules, policies and procedures and individual student behavior plans.

13. Responsible for adhering to all testing protocols for students with disabilities, including formal and informal testings. Responsible for participating in related PD specific to the administration of assessments and accommodations.

14. Responsible for performing duties associated within specialty areas. This may include those paraeducators who are assigned to special projects, including grant programs that required specialized training and duties.

15. Responsible for performing duty work (lunch, recess, line, bus) when required to do so by Building Principal. It is understood that duty assignments will be distributed in an equitable basis.

16. Responsible for participating in non-violent crisis intervention training within the first 3 years of employment.

17. Responsible for assuring equal educational opportunity to all individuals regardless of race, color, gender, age, marital status, religion, national origin, sexual orientation, homelessness, or disability.

18. Responsible for performance of other job-related duties as assigned.

REQUIRED QUALIFICATIONS:

1. An Associate of Arts degree, or

2. 48 undergraduate college credits, or

3. 360 Professional Training Points

4. Meeting or exceeding the State-determined score on the Para-professional Assessment or the Work Keys Assessment

PREFERRED QUALIFICATIONS:

1. Non-violent crisis intervention trained

2. Previous experience supporting students

WORKDAY/YR: School day and 183 days

SALARY: Appropriate step

JOB DESCRIPTION FOR PARAEDUCATOR: BILINGUAL OFFICE

POSITION: PARAEDUCATOR: BILINGUAL OFFICE

REPORTS TO: BUILDING PRINCIPAL/DIRECTOR OF BILINGUAL EDUCATION

ACCOUNTABILITY OBJECTIVE:

This position is accountable for providing assistance to parents, office staff and faculty in the delivery of quality education and school-community relations by means of maturity and sound reasoning consistent with rules and regulations of the Worcester Public Schools.

PRINCIPAL ACCOUNTABILITIES:

1. Responsible for assisting parents in the enrollment process, ensuring that all proper forms are completed.

2. Responsible for assuring the completion of the Classroom Language Survey Form for every new enrollee in the school and for filing a completed Home Language Survey Form in the student's cumulative record.

3. Responsible for forwarding to parents the Parental Notification letter indicating placement in the Bilingual Program and for securing principal's signature on the Transitional Bilingual Education program card (salmon colored).

4. Responsible for affixing LAU sticker and securing principal's signature to student's cumulative record.

5. Responsible for ensuring that cumulative records of students transferring within the Worcester Public Schools are complete and contain the following: ESL Checklist, IDEA pre-test booklet and two Santillana Progress Charts (Elementary level only). Workbooks should be forwarded when applicable.

6. Responsible for serving as an interpreter, when needed.

7. Responsible for equal educational opportunity to all individuals regardless of race, color, gender, age, marital status, religion, national origin, sexual orientation or disability.

8. Performance of other job-related duties as assigned.

REQUIRED QUALIFICATIONS:

1. An Associate of Arts degree; 48 undergraduate college credits; 360 Professional Training Points; or Meeting or exceeding the State-determined score on the Para Professional Assessment or the Work Keys Assessment.

2. Written and oral fluency in English and Spanish.

3. Excellent interpersonal skills.

PREFERRED QUALIFICATIONS:

1. Competent in Microsoft Office.

2. Fluency in Albanian, Portuguese, Vietnamese and/or an African Language.

WORKDAY/YR: School day and 183 days

SALARY: Appropriate step

APPENDIX B

BENEFIT SUMMARY EFFECTIVE JULY 1, 2024

Health and Dental Insurance Rates (*)

Effective July 1, 2024

NEWLY SETTLED

	Monthly Premium	City Share %	Monthy City Share	Monthly Employee	Weekly Deduction	Bi-Weekly Deduction	Semi-Monthly	COBRA RATES
BCBS Blue Care Elect Preferred (PPO) - FOR OUT OF NEW ENGLAND MEMBERS ONLY								
Individual	$1,230.92	75%	$923.19	$307.73	$71.01	$142.03	$153.87	$1,255.54
Family	$3,182.73	75%	$2,387.05	$795.68	$183.62	$367.24	$397.84	$3,246.38
BCBS Network Blue New England								
Individual	$1,072.34	75%	$804.26	$268.09	$61.87	$123.73	$134.04	$1,093.79
Family	$2,772.36	75%	$2,079.27	$693.09	$159.94	$319.89	$346.55	$2,827.81
BCBS Network Blue Select								
Individual	$867.99	75%	$650.99	$217.00	$50.08	$100.15	$108.50	$885.35
Family	$2,155.03	75%	$1,616.27	$538.76	$124.33	$248.66	$269.38	$2,198.13
HPHC ChoiceNet HMO								
Individual	$943.64	75%	$707.73	$235.91	$54.44	$108.88	$117.96	$962.51
Family	$2,342.86	75%	$1,757.15	$585.72	$135.17	$270.33	$292.86	$2,389.72
HPHC Focus								
Individual	$718.30	75%	$538.73	$179.58	$41.44	$82.88	$89.79	$732.67
Family	$1,804.43	75%	$1,353.32	$451.11	$104.10	$208.20	$225.55	$1,840.52
HDHP Qualified HDHP w/ HSA								
Individual	$635.82	75%	$476.87	$158.96	$36.68	$73.36	$79.48	$648.54
Family	$1,578.62	75%	$1,183.97	$394.66	$91.07	$182.15	$197.33	$1,610.19
BCBS Dental Blue Freedom - High PLUS Option**								**ACTIVE EMPLOYEES ONLY
Employee	$45.08	0%	0	$45.08	$10.40	$20.81	$22.54	$45.98
Family	$136.17	0%	0	$136.17	$31.42	$62.85	$68.09	$138.89
BCBS Dental Blue Freedom - High Option								
Employee/Retiree	$41.47	0%	0	$41.47	$9.57	$19.14	$20.74	$42.30
Two Person*	$82.94	0%	0	$82.94	$19.14	$38.28	$41.47	$84.60
Family	$124.32	0%	0	$124.32	$28.69	$57.38	$62.16	$126.81
BCBS Dental Blue Freedom - Low Option								
Employee/Retiree	$35.10	0%	0	$35.10	$8.10	$16.20	$17.55	$35.80
Two Person*	$70.17	0%	0	$70.17	$16.19	$32.39	$35.09	$71.57
Family	$101.46	0%	0	$101.46	$23.41	$46.83	$50.73	$103.49

* ONLY RETIREES CAN HAVE A TWO PERSON DENTAL PLAN

UnitedHealthcare Vision								
Employee/Retiree	$5.36	0%	0	$5.36	$1.24	$2.47	$2.68	$5.47
Employ/Ret & Dependent	$10.72	0%	0	$10.72	$2.47	$4.95	$5.36	$10.93
Family	$16.08	0%	0	$16.08	$3.71	$7.42	$8.04	$16.40

ALL PLANS - MANDATORY mail order for maintenance drugs

UNUM Optional Life Insurance - Age-bands

Elect coverage in $10,000 increments, the lesser of 3x your annual salary or $500,000.

Calculate premium: Amount elected divided by 1,000, then multiply by the rate = monthly cost.

Employee - Age: |	<30	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 - 74
Rate: |	$0.122	$0.137	$0.161	$0.221	$0.310	$0.472	$0.832	$0.976	$1.725	$2.857
Spouse - Age: |	<30	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 - 74
Rate: |	$0.092	$0.107	$0.131	$0.191	$0.280	$0.442	$0.802	$0.946	$1.695	$2.827

(*Listed premiums, plan designs, and contribution rates are subject to changes due to Collective Bargaining or by the authority of the City Manager when applicable.)

CITY OF WORCESTER **NEWLY SETTLED BENEFIT SUMMARY** **JULY 1, 2024**

BENEFIT	HPHC FOCUS	BCBS NETWORK BLUE SELECT	HPHC CHOICENET	BCBS NETWORK BLUE NEW ENGLAND	BCBS BLUE CARE ELECT PREFERRED (FOR THOSE RESIDING OUTSIDE NEW ENGLAND ONLY)	
					IN-NETWORK	OUT-OF-NETWORK
DEDUCTIBLE	$400 IND/$800 FAM	$500 IND/$1,000 FAM	$500 IND/$1,000 FAM	$500 IND/$1,000 FAM	$500 IND/$1,000 FAM	
OUT OF POCKET MAXIMUM (INDIVIDUAL/FAMILY)	$5,000/$10,000 MED $2,000/$4,000 RX	$5,000/$10,000 MED $2,000/$4,000 RX	$5,000/$10,000 MED $2,000/$4,000 RX	$5,000/$10,000 MED $2,000/$4,000 RX	$5,000/$10,000 MED $2,000/$4,000 RX	
WELLNESS VISIT	$0	$0	$0	$0	$0	20% co-insurance (after deductible)
PCP OFFICE VISIT	$20 co-pay	$25 co-pay	T1: $20 | T2/T3: $25	T1: $20 | T2: $30 | T3: $40	$40 co-pay	20% co-insurance (after deductible)
SPECIALIST VISIT	$35 co-pay	$50 co-pay	T1: $40 | T2/T3: $50	$50 co-pay	$50 co-pay	20% co-insurance (after deductible)
PRESCRIPTIONS	Retail: $10/$30/$60 (30 day supply) | Mail Order: $25/$75/$180 (90 day supply)** (All Plans)					
INPATIENT HOSPITAL	$275 co-pay (after deductible)	$500 co-pay (after deductible)	T1: $275 | T2: $500 | T3: $750 (after deductible)	T1: $275 | T2: $750 ($800 Select, no deductible) | T3: $1,000 (after deductible)	10% co-insurance (after deductible)	30% co-insurance (after deductible)
OUTPATIENT SURGERY	$250 co-pay (after deductible)	$350 co-pay (after deductible)	T1: $250 | T2: $350 | T3: $500 (after deductible)	Surgical day care facility: T1: $250 | T2: $500 ($550 Select, no deductible) | T3: $750 Ambulatory surgical facility: $250 (after deductible)	Office setting: $50 | Ambulatory surgical facility: $500 per admit (after deductible)	20% co-insurance (after deductible)
DIAGNOSTIC SERVICES LAB, X-RAY, ETC.	Covered in full (after deductible)	Covered in full (after deductible)	Covered in full (after deductible)	Covered in full (after deductible)	10% co-insurance (after deductible)	30% co-insurance (after deductible)
CT SCAN, MRI, PET	$100 co-pay (after deductible)	$50 non-hospital | $100 hospital (after deductible)	$100 co-pay (after deductible)	$100 non-hospital | T1: $100 | T2: $250 | T3: $500 hospital (after deductible)	10% co-insurance (after deductible)	30% co-insurance (after deductible)
SHORT-TERM REHAB: OUTPATIENT/OT/PT	$20 co-pay (after deductible) Up to 60 combined visits per plan year	$25 co-pay (after deductible) Up to 60 combined visits per plan year	$25 co-pay (after deductible) Up to 60 combined visits per plan year	$50 co-pay Up to 60 combined visits per plan year	$50 co-pay (after deductible) 100 visits per plan year	20% co-pay (after deductible) 100 visits per plan year
SKILLED NURSING	Covered in full (after deductible) Up to 100 days per plan year	Covered in full (after deductible) Up to 100 days per plan year	Covered in full (after deductible) Up to 100 days per plan year	Covered in full Up to 100 days per plan year	10% co-insurance (after deductible) Up to 100 days per plan year	30% co-insurance (after deductible) Up to 100 days per plan year
CHIROPRACTOR	$20 co-pay 12 visits per plan year	$25 co-pay 12 visits per plan year	$25 co-pay 12 visits per plan year	$50 co-pay 12 visits per plan year	$50 co-pay	20% co-insurance (after deductible)
OUTPATIENT MENTAL HEALTH	$20 co-pay	$25 co-pay	$25 co-pay	$20 co-pay	$40 co-pay	20% co-insurance (after deductible)
DURABLE MEDICAL EQUIPMENT: WHEELCHAIRS/CRUSTCHES/ETC	20% co-insurance (after deductible)	20% co-insurance (after deductible)	20% co-insurance (after deductible)	20% co-insurance	20% co-insurance	40% co-insurance (after deductible)
ER VISIT (WAIVED IT ADMITTED)	$150 co-pay	$150 co-pay	$150 co-pay	$150 co-pay	$150 co-pay	$150 co-pay
AMBULANCE	Covered in full if medically necessary or when ordered by a physician (after deductible)	Covered in full if medically necessary or when ordered by a physician (after deductible)	Covered in full if medically necessary or when ordered by a physician (after deductible)	Covered in full if medically necessary or when ordered by a physician (no deductible)	Emergency: 10% co-insurance (no deductible) | Medically necessary: 10% co-insurance (after deductible)	Emergency: 10% co-insurance (no deductible) | Medically necessary: 30% co-insurance (after deductible)
PREMIUM RATES						
MONTHLY (IND/FAM)	$718.30 / $1,804.43	$867.99 / $2,155.03	$943.64 / $2,342.86	$1,072.34 / $2,772.36	$1,230.92 / $3,182.73	
EMPLOYEE COST						
WEEKLY (IND/FAM)	$41.44 / $104.10	$50.08 / $124.33	$54.44 / $135.17	$61.87 / $159.94	$71.01 / $183.62	
BI-WEEKLY (IND/FAM)	$82.88 / $208.20	$100.15 / $248.66	$108.88 / $270.33	$123.73 / $319.89	$142.03 / $367.24	
MONTHLY (IND/FAM)	$179.58 / $451.11	$217.00 / $538.76	$235.91 / $585.72	$268.09 / $693.09	$307.73 / $795.68	

*This is a brief summary of some of the benefits offered. Additional details can be found in the complete plan descriptions.
**Mandatory mail-away for maintenance drugs, or 90-day at retail for maintenance drugs; however, only allowed at CVS pharmacies

QUALIFIED HIGH DEDUCTIBLE W/ HSA **JULY 1, 2024**

BENEFIT	HPHC BEST BUY TIERED CO-PAY WITH HSA (BROAD NETWORK)
DEDUCTIBLE	$2,000 IND/$4,000 FAM
	UNDER THE QHDP, THE CITY WILL CONTINUE CONTRIBUTING HALF OF YOUR DEDUCTIBLE LEVEL TO YOUR HSA ACCOUNT EACH PLAN YEAR (HSA ENROLLMENT REQUIRED)
OUT OF POCKET MAXIMUM (INDIVIDUAL/FAMILY)	$5,000 IND/$10,000 FAM
WELLNESS VISIT	$0
PCP OFFICE VISIT	$20 co-pay (per visit after deductible)
SPECIALIST VISIT	$40 co-pay (per visit after deductible)
PRESCRIPTIONS	Retail 30 Day Supply: $10/$30/$60 (after deductible) Mail Order 90 Day Supply: $25/$75/$180 (after deductible) Deductible waived for certain preventative drugs
INPATIENT HOSPITAL	$275 co-pay (after deductible)
OUTPATIENT SURGERY	$250 co-pay (after deductible)
DIAGNOSTIC SERVICES LAB, X-RAY, ETC.	Covered in full (after deductible)
CT SCAN, MRI, PET	$50 non-hospital | $100 hospital (after deductible)
SHORT-TERM REHAB: OUTPATIENT/OT/PT	$25 co-pay (after deductible) Up to 60 combined visits per plan year
SKILLED NURSING	Covered in full (after deductible) Up to 100 days per plan year
CHIROPRACTOR	$25 co-pay after deductible 12 visits per plan year
OUTPATIENT MENTAL HEALTH	$20 co-pay (after deductible)
DURABLE MEDICAL EQUIPMENT: WHEELCHAIRS/CRUSTCHES/ETC	20% co-insurance (after deductible)
ER VISIT (WAIVED IT ADMITTED)	$150 co-pay (after deductible)
AMBULANCE	Covered in full when ordered by a Physician (after deductible)
PREMIUM RATES	
MONTHLY (IND/FAM)	$635.82 / $1,578.62
EMPLOYEE COST	
WEEKLY (IND/FAM)	$36.68 / $91.07
BI-WEEKLY (IND/FAM)	$73.36 / $182.15
MONTHLY (IND/FAM)	$158.96 / $394.66

*This is a brief summary of some of the benefits offered. Additional details can be found in the complete plan descriptions.
**Eligibility regulations must be met in order to enroll in this plan

APPENDIX C

SIDE LETTER
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.

APPENDIX D

SUMMER PROGRAMS
SPECIAL EDUCATION SETTLEMENT AGREEMENT

This AGREEMENT made this fourth day of December, 1995, by and between the Worcester Public Schools (hereinafter "Worcester") and the Instructional Assistants Association represented by the Educational Association of Worcester (hereinafter "EAW').

In consideration of the mutual promises contained herein, Worcester and the EAW hereby agree to the following terms and conditions regarding the Special Education Summer Program:

1. Instructional Assistants employed by the Worcester Public Schools as Instructional Assistants will receive first priority for working in summer programs. Outside candidates will receive consideration if there are no qualified candidates expressing an interest in working the summer program.

2. Preference will be given to those Worcester Public Schools Instructional Assistants who worked in the summer program the previous year and received an overall satisfactory evaluation for their work in the summer program. The evaluation form is attached. In cases where there is a reduction in positions from the previous year and all of the incumbents were recommended to return, the six individual evaluation criteria will then be used to determine which employee(s) will return. If a determination cannot be made from the evaluation, Criteria #3 will then be utilized.

3. An individual selected for the summer program must have experience in dealing with the population served by the program. For example, if the position is working with physically handicapped children, the person will need to have experience in this area; if the position will deal with behavior disorder students, the person selected will need to have experience working with behavior disorder students.

4. The number of consecutive years that an Instructional Assistant has served in the summer program will be used as the next criteria (after number 3 above) in cases where there is either a reduction in staff or an increase in staff (this would impact an employee who may have previously participated in the summer program, but decided to voluntarily not participate and is now reapplying).

5. The total number of years (not consecutive) working in the program will be the final selection criteria.

6. This Agreement applies to Instructional Assistant positions only.

For the Worcester Public Schools

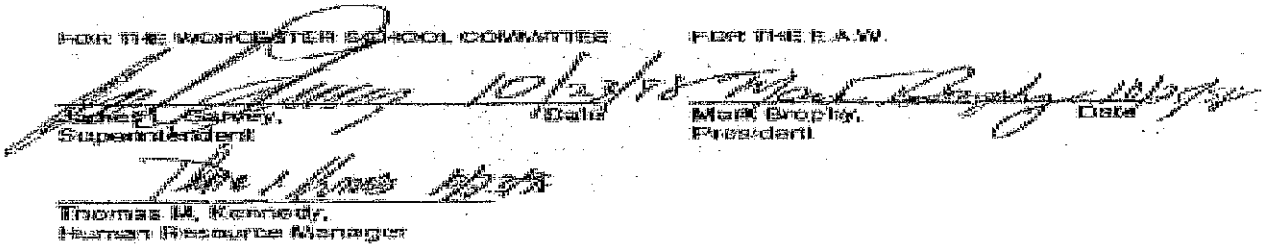
For the Educational Association of Worcester

APPENDIX E

TV STUDIO AT SOUTH HIGH COMMUNITY SCHOOL AGREEMENT

This Agreement is effective October 26, 1998.

This Agreement impacts the Instructional Assistants who are assigned to the TV Studio at South High Community School. Due to the demands of the studio production schedule, it is agreed that these Instructional Assistants will qualify for overtime payment at the rate of one and one-half times the regular hourly rate for work completed during time that is not part of the regular school day. This time includes late afternoon, early evening production work, including Homework Hotline, work performed during the three non-scheduled work weeks during the school year (Christmas vacation period; February vacation period; April vacation period). Work performed during the:summer non-school periods specifically excluded from the time and one-half overtime provision. Time worked during the summer non-school period will be paid in accordance with the regular terms of the Collective Bargaining Agreement.



APPENDIX F

EVALUATION INSTRUMENT

Name: _____ School: _____ Assignment: _____

Evaluator: _____ Evaluation Date: _____

Place a check in the appropriate box below. Ratings of Needs Improvement (NI) and Unsatisfactory (U) require comments by the evaluator in the space provided.

	Exemplary	Proficient	Needs Improvement	Unsatisfactory
Encourages student's effort and participation	□ Demonstrates a high degree of initiative in striving for all students to reach their full academic potential	□ Demonstrates a consistent degree of initiative in striving for all students to reach their full academic potential	□ Demonstrates a varying degree of initiative in striving for all students to reach their full academic potential	□ Demonstrates a limited degree of initiative in striving for all students to reach their full academic potential
Establishes positive and professional relationships with students	□ Demonstrates a high level of positive relationships with students	□ Demonstrates a consistent level of positive relationships with students	□ Demonstrates a varying level of positive relationships with students	□ Demonstrates a limited level of positive relationships with students
Assists with daily routines and schedules	□ Demonstrates a high degree of assisting with daily routines and schedules	□ Demonstrates a consistent degree of assisting with daily routines and schedules	□ Demonstrates a varying degree of assisting with daily routines and schedules	□ Demonstrates a limited degree of assisting with daily routines and schedules
Accurately maintains required record keeping, if applicable	□ Demonstrates a high level of accuracy maintaining required records	□ Demonstrates a consistent level of accuracy maintaining required records	□ Demonstrates a varying level of accuracy maintaining required records	□ Demonstrates a limited level of accuracy maintaining required records
Adapts approaches to individual learning styles	□ Adapts high levels of approaches to individual learning styles	□ Adapts positive levels of approaches to individual learning styles	□ Adapts varying degrees of approaches to individual learning styles	□ Adapts limited degrees of approaches to individual learning styles

Encourages and demonstrates appropriate social interactions	□ Encourages and demonstrates a high level of appropriate social interactions	□ Encourages and demonstrates a consistent level of appropriate social interactions	□ Encourages and demonstrates a positive level of appropriate social interactions	□ Encourages and demonstrates a limited level of appropriate social interactions
Exercises care for the health and safety of students and staff	□ Exercises a high degree of care for the health and safety of students and staff	□ Exercises a consistent level of positive care for the health and safety of students and staff	□ Exercises a varying degree of care for the health and safety of students and staff	□ Exercises a limited degree of care for the health and safety of students and staff
Works with teachers and other staff to maintain a consistent standard of student conduct	□ Works with teachers and other staff to maintain a high degree of standard of student conduct	□ Works with teachers and other staff to maintain a positive degree of standard of student conduct	□ Works with teachers and other staff to maintain a varying degree of standard of student conduct	□ Works with teachers and other staff to maintain a limited degree of standard of student conduct
Demonstrates confidentiality and ethical behavior	□ Demonstrates a high degree of confidentiality and ethical behavior	□ Demonstrates a consistent degree of confidentiality and ethical behavior	□ Demonstrates a varying degree of confidentiality and ethical behavior	□ Demonstrates a limited degree of confidentiality and ethical behavior
Demonstrates flexibility with staff and students	□ Demonstrates a high level of flexibility with staff and students	□ Demonstrates a consistent level of flexibility with staff and students	□ Demonstrates a varying level of flexibility with staff and students	□ Demonstrates a limited level of flexibility with staff and students
Maintains professionalism and accepts assignments, suggestions and constructive criticism	□ Maintains a high level of professionalism in accepting assignments, suggestions and constructive criticism	□ Maintains a consistent level of professionalism in accepting assignments, suggestions and constructive criticism	□ Maintains a varying level of professionalism in accepting assignments, suggestions and constructive criticism	□ Maintains a limited level of professionalism in accepting assignments, suggestions and constructive criticism

Attendance and Punctuality (Evaluator please address):

Evaluator Comments:

Para-Educator Comments:

Evaluator's signature_____Date_____

Para-Educator's signature_____Date_____

The signature of the Para-Educator indicates they have received a copy of the evaluation and understand that a copy will be placed in his/her file. It does not indicate that the Para-Educator agrees with the findings of this evaluation. The Para-Educator may submit a written response to this evaluation by attaching it to the evaluation and submitting it within 30 days of receiving the evaluation.

Worcester Public School
Salary Schedules

First day of 2022-2023 school year - 3% Plus $100 for Meeting Time; Plus Educational Stipend (Paid Lump Sum) Plus Additional Lump Sum ($1,600, $1,200, $800, $400) Not Included on Scale *Prorated based on Hire Date*						
STEP	base	9 credits	18 credits	AA	BA	MA
		$659/Annual	$1,098/Annual	$1,500/Annual	$2,000/Annual	$2,500/Annual
1 (old 3)	N/A	N/A	N/A	N/A	N/A	N/A
2 (old 4)	N/A	N/A	N/A	N/A	N/A	N/A
3 (old 5)	N/A	N/A	N/A	N/A	N/A	N/A
4 (old 6)	N/A	N/A	N/A	N/A	N/A	N/A
5 (old 7)	27,658	28,317	28,756	29,158	29,658	30,158
6 (old 8)	28,354	29,013	29,452	29,854	30,354	30,854
7 (old 9)	30,292	30,951	31,390	31,792	32,292	32,792
8	31,197	31,856	32,295	32,697	33,197	33,697
9	32,130	32,789	33,228	33,630	34,130	34,630

First day of 2023-2024 school year - 3% Plus Reconfigured Salary Schedule (2.5% between Steps)						
STEP	base	9 credits	18 credits	AA	BA	MA
		$659/Annual	$1,098/Annual	$1,500/Annual	$2,000/Annual	$2,500/Annual
New 1 (Old 9) - New Hires	33,094	33,753	34,192	34,594	35,094	35,594
New 2 (Years 1-4)	33,922	34,581	35,020	35,422	35,922	36,422
New 3 (Years 5-10)	34,770	35,429	35,868	36,270	36,770	37,270
New 4 (Years 11-19)	35,639	36,298	36,737	37,139	37,639	38,139
New 5 (Years 20+)	36,530	37,189	37,628	38,030	38,530	39,030
New 6	37,443	38,102	38,541	38,943	39,443	39,943

First Day of 2024-2025 school year - 3%						
STEP	base	9 credits	18 credits	AA	BA	MA
		$659/Annual	$1,098/Annual	$1,500/Annual	$2,000/Annual	$2,500/Annual
1	34,087	34,746	35,185	35,587	36,087	36,587
2	34,939	35,598	36,037	36,439	36,939	37,439
3	35,813	36,472	36,911	37,313	37,813	38,313
4	36,708	37,367	37,806	38,208	38,708	39,208
5	37,626	38,285	38,724	39,126	39,626	40,126
6	38,566	39,225	39,664	40,066	40,566	41,066

First Day of 2025-2026 school year - 3.5%						
STEP	base	9 credits	18 credits	AA	BA	MA
		$659/Annual	$1,098/Annual	$1,500/Annual	$2,000/Annual	$2,500/Annual
1	35,280	35,939	36,378	36,780	37,280	37,780
2	36,162	36,821	37,260	37,662	38,162	38,662
3	37,066	37,725	38,164	38,566	39,066	39,566
4	37,993	38,652	39,091	39,493	39,993	40,493
5	38,943	39,602	40,041	40,443	40,943	41,443
6	39,916	40,575	41,014	41,416	41,916	42,416