

PREAMBLE

PURPOSE    INTENT    SIGNATORY DATE  
EFFECTIVE DATE    TERMINATION DATE

PURPOSE: WHEREAS, the School Committee of the City of Lowell, hereinafter referred to as the Committee, and the United Teachers of Lowell, Local 495, AFT MA, AFT, AFL-CIO, hereinafter referred to as the Union, recognize the development of the educational programs of the highest quality, for the benefit of the students and the City, as a common responsibility which can be best attained when each group utilizes the ability, experience, creativity, and judgment of the other: and

INTENT: WHEREAS, it is hoped that the consultation begun through Professional Negotiations will continue through the school year, and that dialogue of this nature will contribute to the betterment of public education in the City of Lowell;

SIGNATORY DATE: NOW, THEREFORE, the following agreement is made and entered into this 26<sup>th</sup> day of June 2017 between the Committee and the Union.

EFFECTIVE DATE: WHICH AGREEMENT shall be effective as of the first day of July, 2017. (Note: Unless stated to the contrary, the language changes contained herein will take effect upon the execution of this Agreement.)

TERMINATION DATE: AND will continue in effect until midnight on June 30, 2020. Negotiations for the Successor Agreement shall commence on January 2, 2019.

ARTICLE I  
Recognition

Pursuant to certification issued by the Labor Relations Commission in case No. MCR-3441, the Lowell School Committee recognizes the United Teachers of Lowell, Local 495, A.F.T., AFL-CIO, as the exclusive collective bargaining representative for Unit A, comprising All classroom teachers, including assistant speech language pathologists, interpreters for the deaf, assistant occupational therapists, permanent substitutes, and all those employees whose duties are primarily those of a teacher regardless of classification; and further including all regular full-time and part-time athletic and cheerleading coaches, assistant coaches, trainers and assistant trainers, and the Staff Advisor for Student Affairs and Activities, all club advisors, coaches, team leaders and assistant team leaders; excluding all Unit B (Administrators), all per diem substitutes and casual teachers, all managerial employees, and all other employees of the Lowell Public Schools.

ARTICLE II  
Negotiation Procedure

A. Subject to General Laws Chapter 150E, Section 4, the Committee agrees to enter into negotiations with the Union over a successive agreement not later than January second prior to the expiration of this agreement.

B. The subsequent agreement will be reduced to writing, will be signed by the Committee and the Union, and will remain in effect until its termination date.

C. The Committee agrees to confine collective bargaining negotiations as a Unit A exclusively with the Union so long as it remains certified by the State Labor Relations Commission as the exclusive representative for collective bargaining of those employees encompassed in Unit A as set forth in Article I of this Agreement.

ARTICLE III  
Grievance Procedure

A. A "grievance" is hereby defined as a complaint by a Teacher or group of Teachers on an alleged violation of this agreement, or a dispute involving the meaning, the interpretation, or the application thereof.

B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved employee and to the Chairman of the Union's Grievance Committee, shall permit the aggrieved party or parties to proceed to the next step.

C. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered.

D. A grievance that affects a group or class of teachers shall be submitted in writing directly to the Superintendent within thirty calendar days of the occurrence of the event upon which the grievance is based, and such grievance shall commence at LEVEL THREE.

E. If any employee covered by this agreement shall present any grievance without representation by the Union that disposition, if any, of the grievance, shall be consistent with the provision of this agreement. The Union shall be permitted to be heard at each level of the procedure under which the grievance shall be considered unless it be of a personal nature.

F. During the summer vacation period, Saturdays, Sundays and Holidays will be excluded in computation of the ten day interval.

G. A grievance report form must be filed for all grievances.

H. An employee may present a grievance to his employer and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, namely Unit A, provided that a Unit A representative is afforded the opportunity to be present at such conference and that any adjustment made shall not be inconsistent with the terms of this agreement.

LEVEL ONE:

An informal settlement between the Teacher and his immediate Superior will be attempted.

LEVEL TWO:

A Teacher with a grievance, with or without the Chairman of the Union's Grievance Committee, or its designee, shall present the grievance to his

immediate Superior in writing within thirty (30) calendar days of the occurrence of the event upon which the grievance is based.

#### LEVEL THREE:

(a) In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level Two, or in the event that no decision has been reached within ten (10) school/business days after the presentation of the grievance to the immediate Superior, the grievance shall within the next ten (10) school/business days be referred to the Superintendent of Schools.

(b) The Superintendent, or his designee, shall represent the Committee at this level of the grievance procedure. Within ten (10) school/business days of receipt of the grievance, or a longer specified period as agreed to by both parties in writing, the Superintendent shall meet with the aggrieved employee and the Chairman of the Union's Grievance Committee in an effort to settle the grievance.

#### LEVEL FOUR:

In the event that the grievance shall not have been disposed of at Level Three, or in the event that NO decision has been rendered within ten (10) school/business days after the Level Three meeting, the grievance shall be referred in writing to the Committee. Within ten (10) school/business days, or a longer specified period as agreed to by both parties in writing, thereafter, the Committee shall meet with the Union's Grievance Committee in an effort to settle the grievance.

#### LEVEL FIVE:

In the event that the grievance shall NOT have been satisfactorily disposed of at Level Four, or, in the event that no decision has been rendered within ten (10) school/business days after the Level Four meeting, the Union may within ten (10) school/business days refer the unsettled grievance to arbitration.

The arbitrator shall be selected by an agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association in accordance with the voluntary labor arbitration rules and regulations of the Arbitration Association.

The arbitrator shall be without power or authority to make any decision prohibited by law, or to add, alter, or modify this agreement.

The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasonings, and conclusions of the issues submitted. The decision shall be final and binding on all parties. The costs for the services of the arbitrator shall be borne equally by the Committee and the Union.

ARTICLE IV  
Continuity of Employment

The Union and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement. Neither the Union nor any of its members, shall for the term of this agreement or pending negotiation of a new agreement engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties.

ARTICLE V  
Compensation

- A. Basic salaries shall be as set forth in the Bachelor's Degree salary schedule effective as of July 1, 2014, and thereafter as set forth in Appendix A attached and made a part thereof.

Employees may be paid by electronic direct or direct deposit and will fill out forms to initiate such at the request of the Employer.”

Union agrees to receive their pay every two weeks at the Committee’s option, beginning on the last day of the Contract; however, the Union has the option to delay implementation for six (6) months, which option must be exercised in writing by June 30, 2016.

- B. Compensation for advanced degrees and credits shall be as follows:

1. Salary adjustments for advanced degrees shall be made in September and February of each school year after receiving official transcript/documentation from an accredited institution for the employee.

2. For teachers on the payroll as of September 1, 1978, the differential for 30 graduate credit hours earned in addition to a Master's degree shall be paid as provided in Appendix A attached and made a part thereof. For teachers employed after September 1, 1978, the differential for 30 graduate credit hours shall be paid if 30 graduate credit hours are earned after the date on which a Master's degree has been earned.

3. (a) For teachers on the payroll as of September 1, 1978, and who have become the recipient of an earned Doctorate from an accredited institution approved by the Superintendent, the differential for accredited Doctorate shall be paid as set forth in Appendix A attached and made a part thereof, after the date on which a Master's degree has been earned.

(b) Consistent with the rules in the preceding paragraph 3a above, those teachers who have become the recipient of a Doctorate Degree from other than an accredited institution as approved by the Superintendent and who were employed by the Lowell School Department as of January 4, 1971, shall be paid the differential for Other Doctorate as set forth in Appendix A attached and made a part thereof. Teachers who were not employed by the Lowell School Department

as of January 4, 1971, and who are the recipients of Doctorate Degrees from an unaccredited institution as determined by the Superintendent shall not be compensated for the attainment of such Doctorates.

4. STEP INCREMENTS: Only those full-time teachers who have served more than ninety (90) school days in the school year immediately preceding a new school year starting the Tuesday before Labor Day in any given year will be eligible to advance on the salary schedules shown in Appendix A attached and made a part thereof.

5. There shall be no partial payment for credits toward a Master's Degree except that being paid to those who prior January 7, 1969, were being paid partial payments for specified credits earned toward a Master's Degree.

6. Permanent Substitutes:

(a) The Committee agrees that it will make permanent elections of teachers wherever possible and, notwithstanding the foregoing.

(b) expressly agrees that permanent substitutes filling a position of a teacher on paid leave shall be paid for the first fifteen days as a per diem substitute; for the 16<sup>th</sup> through 30<sup>th</sup> day at the \$100.00 per diem rate; and thereafter as a first-year teacher on Step 1, and further

The parties agree that subsection b shall become effective upon execution of the contract by both parties. The parties also agree to settle a pending arbitration on substitute pay.

(c) expressly agrees that permanent substitutes filling a position of a teacher on unpaid leave or an open position shall be paid the appropriate step and column on the salary schedule.

(d) Long term or permanent substitutes who work ninety (90) consecutive days shall proceed to the next step on the salary schedule if returned the following school year in the same capacity.

(e) Persons shall be dropped from the list from which candidates are selected for election as teachers in the Lowell Public Schools if such persons have twice refused elected positions.

C. As of September 1, 1977, those teachers of children with special needs designated T.M.R., E.M.R., and E.D., teachers and who are specifically assigned to resource rooms, and who because of the children's particular needs remain in such self-contained classroom situations, will receive a five hundred-dollar (\$500.00) differential over the regular classroom teacher. However, such five hundred-dollar (\$500.00) differential shall not be paid to T.M.R., E.M.R., or E.D. teachers hired subsequent to June 30, 1977.

D. In recognition of regularity of professional service rendered and as an incentive to the continued regularity of such service, teachers who have served in the Lowell School System for a minimum of fifteen years will upon resignation or retirement from the Department be paid an amount equivalent to one third of their unused sick leave accumulation as of the effective date of their resignation or retirement. In the event that a Court(s) determine that payments under this provision can be added to one's salary for retirement purposes, the parties agree to re-open this Section. The parties agree to create a Study Committee to examine replacing all or part of the sick leave buyback program with a long-term disability program and/or examine options or alternatives. Employees may, for financial purposes, voluntarily elect to defer buyback into the next calendar year.

E. Retirement Allowance - In recognition of regularity of professional service rendered and as an incentive to the continued regularity of such service, teachers who have served in the Lowell School System for a minimum of fifteen years may as an alternative to Section D of Article V, obtain an increase in compensation in the final year of teaching by complying with the following procedure:

Eligible teachers who desire to participate will notify the Superintendent of Schools, in writing, not later than February the 15th of the school year prior to the school year in which they intend to retire of their intention to so retire under the provisions of the Massachusetts Teachers Retirement Act. Then at the commencement of the final year of teaching a sum equivalent to one third of their unused sick leave accumulation as of the close of the school year immediately preceding their final year of teaching will be added to salaries of such teachers for their final retirement school year.

One third of their accumulated sick leave as of close of the school year immediately preceding final retirement year will be subtracted from the accumulated sick leave of such teachers. Prior to the commencement of the final school year eligible teachers desiring to participate must agree in writing that if they fail to retire as intended (unless so prevented by death) the teacher will agree in writing to repay the City of Lowell the differential between the salary which was actually received under the provisions of this section and that which the teacher would have received had he, or she, not submitted the intention to retire, said amount to be deducted in full from subsequent paychecks until entire amount repaid.

In the event that the Court(s) determine that payments under this provision can be added to one's salary for retirement purposes, the parties agree to re-open this Section.

F. In the event a teacher dies who did not elect a retirement allowance provided in Section E, his or her estate shall receive the sum that would have been payable to the deceased teacher if he or she had lived.

G. In case a teacher dies who elected the retirement allowance as provided for in Clause E of this Article prior to the commencement of the final retirement year, or during the final retirement year, such teacher's estate will be paid, in the first instance, a sum equivalent to the differential such teacher would have received if the entire retirement year had been worked, and, in the second instance, the teacher's estate will be paid a sum equal to the difference between the differential actually paid to such a teacher prior to his or her death and the amount of the differential that would have been paid such teacher if he or she had worked the entire retirement year.

#### H. LONGEVITY

1. Effective September 1, 1984, the annual salary of every member of the bargaining unit shall be calculated according to the following formula:

$$A = S + .003NS$$

that is, the annual salary (A) shall be equal to a person's salary schedule placement (S) plus .003 times the number of years employed by the Lowell School Committee (N) times the salary schedule placement (S).

2. The Union and the School Committee agree that service with any other State, County, or Municipal Employer, or any other body politic shall not be considered in computing eligibility for longevity purposes.

3. Longevity pay shall not be considered part of the base pay for purposes of computing vacation pay, sick leave, overtime, etc. However, such shall be considered for purposes of computation of retirement benefits and deductions thereof.

4. Payment of the per annum amount under paragraph 1 above shall be made for those teachers whose eligibility anniversary dates fall between July 1st and December 31st on the second payday of the month of December, and for those teachers whose eligibility anniversary dates fall between January 1st and June 30th, payment of the per annum amount shall be made on the second payday of the month of June. If an employee retires or terminates employment without fault between payment dates, payment shall be made pro rata for any unpaid longevity due from last service anniversary date to the date of retirement or termination without fault.

5. Transition Year Side Letter: Employees, who had historically received their earned annual longevity payments in December of each year, will continue to receive such payments in that manner. These payments represent the employees' years of service through each preceding June.

Employees who had historically received their earned annual longevity payments in June of each year, will hereafter receive their annual payments each December. In December 1987, these employees will receive longevity payments

based on calculation which includes the earned one-half (1/2) year of service through December 1987. Their next longevity payment will be in December 1988 and will be based upon a calculation which includes the earned one-half (1/2) year of service through June 1988.

Thus, in December of 1988, and for each December thereafter, all employees will receive longevity payments based upon their years of service through the preceding June as set forth in the two preceding paragraphs.

6. Longevity benefits will be frozen in the school year 1989-1990. Longevity shall be paid to each person at the same dollar amount as received during the 1988-1989 school year.

#### I. HOURLY COMPENSATION:

1. Effective July 1, 1994, the hourly rate of compensation for employees covered by this agreement shall be \$25.00 per hour for approved professional planning, study, training, and development activities that fall outside the normal school day/year. However, if a person works a full day during a vacation period he/she shall receive per diem pay. A full day is defined as more than four (4) hours.

2. Effective July 1, 2005, the hourly rate of compensation shall be increased to thirty (30) dollars per hour.

J. Teachers will be reimbursed for parking for programs and/or training held at the Central Office. The School District will make efforts to conduct meetings at other locations.

### ARTICLE VI Insurance

#### A. BLUE CROSS-BLUE SHIELD

1. The City of Lowell shall provide three-fourths the cost of the Blue Cross-Blue Shield Plan, or a similar plan, adopted by the City under Chapter 32B of the General Laws of the Commonwealth.

2. The employee's share of the medical insurance costs shall be deducted from their gross pay prior to the calculation of federal or state taxes.

3. On or after July 1, 2007, the insurance plan for Unit A employees shall include the following coverage options; Master Medical, PPO, or HMO. At least once a fiscal year as determined by the employer, employees shall select from among the coverage options being offered by the City.

On and after July 1, 2008, the difference in employee contribution to premium cost for Master Medical coverage shall not exceed 25% for HMO coverage, and shall not exceed 12.5% between Master Medical coverage and the PPO plan and 12.5% between the PPO plan and the HMO plan. Any future increases in the maximum differentials specified above as may be proposed by the City will be negotiated in good faith with the Union; provided, the City shall not be obligated to negotiate over a change in employee contribution to premium cost which does

not exceed the applicable maximum differentials. However, the cost of an employee contribution to the cost of any coverage option, Master Medical, PPO or HMO, offered by the City, shall be the same for Unit A employees as for all other City employees.

4. References, offerings, and language in the contract shall be updated to reflect the acceptance by the Committee and Union of the current practices, offerings, and insurances offered by the Commonwealth of Massachusetts Group Insurance Commission, including but not limited to the terms and conditions of the Memorandum of Agreement Between the City of Lowell and the Public Employee Committee (PEC) to provide insurance through the Group Insurance Commission as agreed to on or about September 17, 2012.

#### B. LIFE INSURANCE

The City of Lowell shall provide one-half the cost of a \$2,000.00 life insurance policy, as adopted by the City under Chapter 32B of the General Laws of the Commonwealth.

#### C. PROTECTIVE PROVISION

The Committee and the Union agree that the insurance plans mentioned under A and B of this Article now in effect for Unit A shall continue so long as the present insurance coverage is in full force and effect; and that under any contractual changes adopted by the City that provide coverage and cost, that such changes shall apply to school department employees in the same manner as to all other city employees covered thereunder.

D. The Committee agrees to deduct from employees' salaries the premium payment for any group insurance made available to members of the bargaining unit through the Massachusetts Federation of Teachers when requested in writing by the employee.

### ARTICLE VII Grants

Persons receiving summer grants from any Federal, State, Municipal, or private agency shall be granted leave without pay for the number of days necessary for attendance at such programs when such programs commence prior to the end of the school year. The Union shall be notified of any grants received by the School Department which creates positions, or in any way affects positions covered by this agreement.

After the original grant positions are posted, the positions will be re-posted only if the funding source requires such posting, the funds have been modified, and/or the position(s) have been modified or vacated.

ARTICLE VIII  
Pension

The Committee and the Union agree that all provisions of the Massachusetts Teachers' Retirement Plan shall be made part of this agreement.

ARTICLE IX  
Sick Leaves and Leaves of Absence

A. All employees covered by this agreement shall be granted an annual leave of fifteen (15) days without loss of pay for absence caused by illness, injury, or exposure to contagious disease. Such sick leave not used in the year of service for which it is granted shall have unlimited accumulation. Any employee who is absent for five consecutive days or longer shall upon request of the school principal or master, supervisor or assistant superintendent of schools submit a physician's statement as to the cause of absence. Any such request must be made not later than five (5) days after the teacher's return to duty.

As to teachers other than per diem substitutes or casual teachers, employed as of the first day of school of any given school year, the foregoing sick leave allowance of fifteen (15) days shall be granted in its entirety as of such first school day. As to applicable teachers employed subsequent to the first school day of any given year, the fifteen (15) day sick leave allowance shall be allowed in its entirety on a pro-rated basis computed in relation to the time remaining between date of employment and close of school in June of the school year in question and in such computation teachers initially employed after the fifteenth of any month shall have such month of initial employment excluded from such pro-rated computation.

By October 1 of each school year, each teacher shall be notified of the number of sick leave days he or she has accumulated as of the beginning of the school year, such notification to reflect individual sick leave accumulation (including perfect attendance day if applicable).

The parties agree to establish a Joint Study Committee (JSC) made up of representatives from the Administration and the Union to review procedures for documentation/verification necessary for long term illnesses. The JSC will strive to make a recommendation by February 2005 but no later than June 2005. The parties further agree to reopen negotiations for 2005-2006 on this issue to consider the recommendation of the JSC.

B. In addition to the regular fifteen (15) day cumulative sick leave allowance referred to in A, a teacher shall be entitled to an additional full day of sick leave for each school year of perfect attendance, but such allowance shall not exceed thirty (30) days at a time. A teacher shall be granted the benefits of this paragraph only if the teacher has not used any sick leave during the school year.

C. In addition to personal injury or illness the sick leave allowance as set forth in A and B above may be used for any reason approved by the Superintendent whose decision thereon shall be final and binding.

D. Further, in addition to the regular sick leave provisions set forth in A and B of this Article, there shall be allowed to teachers who have by reason of a continuing illness depleted their sick leave allowance, an extended sick leave allowance based on and equal to the number of sick leave days credited to them as of January the first of the year in which the extended sick leave application is filed. In no case however, shall the extended sick leave allowance be greater than one hundred eighty (180) days.

Eligibility for such extended sick leave allowance shall be determined by a three-member medical panel comprising one physician selected by the Committee, one physician selected by the applicant, and the third physician selected by the other two physicians first elected. Such medical panel must by majority vote certify that the illness of the applicant is one likely to require a medically approved absence from school duties for a protracted period of time.

#### ATTENDANCE INCENTIVE/SICK LEAVE BUY-BACK

At the conclusion of each school year, at the option of the teacher, he/she may "buy-back" sick leave days in the following manner:

For 0 sick days taken (perfect attendance)	Buy-back up to 5 days
For one sick day taken	Buy-back up to 4 days
For two sick days taken	Buy-back up to 3 days
For three sick days taken	Buy-back up to 2 days
For four sick days taken	Buy-back 1 day

The rate of compensation for the purpose of this provision shall be the current per diem rate of a day-to-day substitute teacher. Sick leave days bought back shall be deducted from the teacher's accumulated sick leave.

E. Personal leave: Teachers shall be allowed two (2) days of paid personal leave. Effective July 1, 2017, teachers shall be allowed three (3) days of paid personal leave. The teacher shall request such leave twenty-four (24) hours in advance. No reason other than "leave for personal reasons" shall be required when requesting this leave. Personal days may not be used the day prior to or the day after a holiday or vacation. Such leave shall not be cumulative from year to year. At the conclusion of each school year, any unused personal days will be added to the teacher's sick leave.

F. Death in Family: Teachers will be allowed leave with pay for up to five (5) days at any one time in the event of death or serious illness in the immediate family. Immediate family shall be defined as follows: Husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, of either the employee or spouse thereof, or any relative of the

employee or spouse thereof who was actually living in the immediate household of the employee at the time of death or commencement of the final illness or accident. In the event of the death of an aunt, uncle, niece, or nephew of the employee or spouse thereof, teachers will be allowed one(1) day leave, with pay, and one(1) additional day, with pay, for necessary travel out of state or a distance of 100 miles.

The above language shall apply to all stepchildren, stepparents, and stepsiblings.

G. Religious Leave: An employee who is a member of any religious denomination shall, upon written notice to the Superintendent, be granted as a reasonable accommodation up to three days of paid religious leave each school year.

H. Delegations: When a teacher, including one retired from the Lowell School System, dies, the Union shall have the right to designate one person in Unit A to attend his or her funeral as part of an official delegation. Teachers attending such funerals will be entitled to time off with pay to do so but will return to work after the funeral ceremony.

I. Effective July 1, 1988, the benefits of the Workers Compensation Act (M.G.L. 152) are extended to cover teachers employed by the Lowell Public Schools.

**J. WORKERS COMPENSATION:**

1. In case teachers are encompassed by appropriate legal action under the Workmen's Compensation Act, Chapter 152 Section 69 through 75 of our General Laws as amended, then sick leave benefits as set forth in sections A, B, and D of this Article will be limited to the difference represented by weekly benefits payable under the Workmen's Compensation Act and the weekly benefits paid under the provisions of the aforesaid sections A, B, and D, so that the total weekly benefits under sections A, B, D and I, and J of this Article will not exceed the sick leave benefits payable under sections A, B, and D of this Article.

2. Assault/Battery Pay: Any employee who is injured or disabled as a result of an assault and battery while acting in the course of his/her employment shall apply for worker's compensation. If the employee is incapacitated as a result of the workplace assault then he/she shall be compensated by the School Committee for the difference between the worker's compensation rate and the employee's normal rate of pay without regard to the employee's sick leave benefits.

K. The Superintendent shall be allowed, at his discretion, to grant professional day(s) for purposes of attending conventions, workshops, or other professional meetings of a professional nature. The decision of the Superintendent shall be final and binding and not subject to arbitration.

L. When matters affecting the Union are scheduled at times that conflict with the school day, teachers shall be released from their teaching and other school responsibilities for required participation in any hearing in arbitration, court, or other forum in which the Union is a party. In the event that the Union is involved

in a hearing at an "other forum", the Union will be limited to 3 representatives except as the Superintendent may approve otherwise.

M. When an employee is summoned into court for jury duty, the Committee will pay the difference between the jury fee and the teacher's regular pay.

N. Military Leave: A study group will be formed to discuss language that would be best suited for the District.

## ARTICLE X Maternity Leave

A. Maternity Leave will be granted to any pregnant teacher upon written request made to the office of the Superintendent of Schools accompanied by a physician's certificate attesting to the fact of pregnancy, and the effective date of such leave shall be at the discretion of the teacher providing that the teacher has the ability to perform to the fullest all aspects of her job while pregnant, and any dispute as to such ability to so perform will be satisfied by affected teacher's submitting to the Superintendent's office a medical certificate attesting to her ability to physically perform her teaching duties.

B. A teacher may resume employment at anytime after the termination of pregnancy.

C. The maximum duration of any maternity leave shall be at the election of the teacher until the first day of the school year following the inception of the leave, or until the first day of the school year following the child's first birthday, and failure to return at termination of maternity leave shall be considered as an automatic resignation on the part of any teacher so failing to return.

D. A teacher on maternity leave, at her option, is entitled to use her sick leave for the twelve (12) week period (not to exceed sixty (60) school days) following the birth or delivery of the child. Sick leave days may be used outside of the twelve-week period in the event of a disability from pregnancy, birth or delivery.

E. Upon the expiration of whichever maternity leave period is the latter, namely maternity leave with sick leave pay, or maternity leave without pay, failure to return at such time will be considered as automatic resignation on such teacher's part.

### F. ADOPTION/CHILD-REARING LEAVE:

Up to one year, without pay, shall be granted to a teacher upon request, for the purposes of child-rearing, adoption, or acceptance of foster child. Upon receiving notification of being accepted on an adoption list, the employee shall notify the Superintendent of Schools. Upon receiving confirmation of the child's availability, the employee shall notify the Superintendent of the date. Leave shall commence immediately upon said date.

The employee may continue health insurance benefits, but will be responsible for the entire cost of the coverage. The employee is not eligible for sick leave benefits while on this leave.

In addition to unpaid leave, an employee who has adopted a child shall be entitled to the same paid leave benefits as outlined in D above. However, in the event that both parents are unit members, only one parent shall be granted said benefit.

G. The Committee and the Union agree that all provisions of the Family and Medical Leave Act of 1993 shall be made part of this agreement.

## ARTICLE XI Sabbatical Leave

A. The Committee upon the recommendation of the Superintendent of Schools may grant a Sabbatical Leave for an approved graduate study program or research to members of the Teaching Staff who have completed at least six consecutive years of experience in the Lowell Public Schools.

B. Prior to the granting of such a Sabbatical Leave, the applicant shall enter into a written agreement with the Committee that upon termination of such leave he will return to service in the Lowell School Department for a period equal to twice the length of such leave and that, in default of completing such service he will refund to the City of Lowell an amount equal to such proportion of salary received by him on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

C. Requests for Sabbatical Leave shall be submitted to the Superintendent in writing in such form as may be required by the Superintendent no later than February the first of any given year and action must be taken on all such requests no later than April the first of the school year preceding the school year from which the Sabbatical Leave is requested.

D. Not more than six Sabbatical Leaves of Absence shall be granted for any school year. In case the number of applications shall exceed the number of Sabbatical Leaves of Absence that the Committee plans to grant for a particular school year the recommendation of the Superintendent shall be made on the basis of the value of the proposed leave to the education system of Lowell.

E. Upon completion of a Sabbatical Leave, the recipient of the Leave shall submit a comprehensive report to the Superintendent containing transcripts of all college or university work done while on leave or any other pertinent data or interpretative material considered essential to an evaluation of his program.

F. Recipients of sabbatical leave upon return will retain all the prescribed rights or benefits that they had as of the inception of their sabbatical leave and providing such teachers worked more than ninety school days in the school year immediately preceding the sabbatical leave or in cases where the sabbatical leave commences during a school year such teachers shall have worked a minimum of

ninety school days in such year, they will upon their return be placed on the next step on the salary schedule above that on which they were on at the commencement of such leave; otherwise, they will resume employment on the same step they were on prior to the inception of their sabbatical leave.

G. A recipient of a Sabbatical Leave must serve for an additional six consecutive years of service in the Lowell Public Schools before being eligible for consideration for a second Sabbatical Leave.

H. A Sabbatical Leave of Absence shall not be granted for less than one full semester nor more than one full school year.

I. Recipients shall be entitled to receive as compensation the amount of one-half (1/2) the salary which they would have earned in the service of the Lowell Public Schools if they had not been on a Sabbatical Leave. For teachers, "salary" will be interpreted to mean the total annual salary, excluding any supplemental payments for special assignments, such as Special Class teachers as well as extracurricular duties, that they would have been paid for the particular year during which they were on Sabbatical Leave.

J. Nothing in this Sabbatical Leave Policy is to be interpreted as guaranteeing a Sabbatical Leave of Absence to any teachers or group of teachers, and the Committee reserves the right to limit the number of such leaves to be granted in any given school year.

## ARTICLE XII

### Teacher Employment & Leaves of Absence

A. The Union recognizes and the Committee agrees to continue its present policy of granting to teachers upon initial employment full credit for their previous teaching experience when such prior teaching experience is documented to the satisfaction of the Superintendent of Schools.

B. Teachers employed by the Lowell School Department who are on leave to serve in the Military Service or in the Peace Corps, Job Corps or Vista will upon separation from such service under honorable conditions be allowed upon their return to the Lowell School System full credit on the salary schedule for such service up to a maximum of three years; and upon such return will be offered a position as reasonably comparable to the one occupied at the beginning of such aforesaid leave as is available.

C. Teachers on leave from the Lowell School System under leave for purposes other than those specified in Section B of this Article will upon return to the Lowell School System be placed on the next step on the salary schedule above that on which they were on at the commencement of their leave providing that in the school year in which such leave starts they were employed in the applicable instance more than ninety school days, otherwise, they will resume employment on the same step they were on prior to the inception of such leave. Teachers on leave must notify the Superintendent of their intent to return by February 1<sup>st</sup> of the

year that they intend to return. Failure to respond to a January reminder sent by the Superintendent will jeopardize guaranteed placement for the next school year. Upon return from such leave the teacher will be offered a position as comparable to the one occupied at the beginning of such leave as is available.

No leave of absence will be granted after July 1<sup>st</sup> without documentation of extenuating circumstances. Leave will not be granted for comparable employment out of the Lowell School System.

D. Beginning in FY 87, step 5 is the maximum entry level for a new teacher. However, teachers will receive full credit for any years teaching in Lowell, whether as elected teachers, permanent substitutes or former teachers.

E. Leave for U.T.L. President

After ratification by the Union, the UTL President will be allowed Full-time leave for the remainder of the 2011/2012 school year only with the UTL paying the full cost as in the 2010/2011 school year. However, effective June 30, 2012, the President shall thereafter receive half-time leave with half-time pay and full benefits. Upon returning to a full-time teaching position, the President shall be placed on the salary schedule as if he/she had been a full-time teacher during this leave period and shall be placed in his/her original position or one substantially equal.

At the option of the UTL and with reasonable notice to the Committee, either the UTL President or UTL Vice President shall receive half-time leave with half-time pay and full benefits. This provision allowing for the UTL Vice President in lieu of the President to receive half-time pay and full benefits shall expire on June 30, 2014. If the UTL desires to continue such a provision allowing the UTL Vice President in lieu of the President to receive half-time pay and full benefits, the UTL must negotiate said provision into the successor agreement.

F. The Superintendent may hire a new teacher in "hard to fill" areas beyond Step 5 provided that a definition for "hard to fill" positions is mutually agreed to by the Union and Superintendent and that the Union is notified whenever this provision is utilized.

### ARTICLE XIII

#### Teacher Assignment Job Posting-Promotions

A. Teachers will be notified in writing by August 20 prior to the commencement of the ensuing school year when their programs are to be substantially changed, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special classes that they will be assigned to. Any changes in teacher programs may be made subsequent to August 20 only when such contemplated changes in their programs are first discussed with a representative of the Union. However, the decision of the Superintendent as to such changes shall be final and binding and not subject to arbitration.

Each teacher will be informed by the start of the 2nd week of the school year of any students assigned to them that have known special mental or physical problems.

B. Travel Reimbursement: Teachers whose duties entail in the course of the school day travel to various schools shall upon submission of approved monthly travel vouchers to the Superintendent of Schools be reimbursed for said travel at the current IRS rate per mile.

### C. Posting Positions

1. Whenever any vacancy in any existing or newly created professional position, other than classroom teacher, shall occur in the system, including summer and night school, the Committee shall formulate a written notice of such vacancy or vacancies which shall include all eligibility requirements, qualifications, and duties thereof, and said notices shall be delivered to each work site for posting by the Building Representative(s) and to the President of the Union. No such vacancy or vacancies shall be filled earlier than upon the expiration of twenty calendar days from the date of such delivery of such notice or notices to the work sites.

2. Should the Committee change any of the eligibility requirements, qualifications and/or duties, then the vacancy notice shall be reposted pursuant to this Article.

3. No person shall be hired for such position unless he/she meets the posted qualifications as determined by the Committee.

4. Any teacher possessing the necessary qualification may apply for such vacancy and all applicants shall be considered. All applications shall be in writing and shall set forth the position for which the applicant is to be considered.

5. During summer vacation, job postings shall be made as follows:

a. All positions shall be posted at central administration offices.

b. A copy of all postings shall be sent to the United Teachers of Lowell.

c. All positions shall be advertised in the Lowell Sun (all zones) on two consecutive Tuesdays.

d. Applications for the position must be received within twenty-one (21) days after the second ad appears in the newspaper.

e. In the case of summer job posting, every effort will be made to post such positions at least ten (10) business days prior to the end of the school year.

6. Superintendent shall provide the U.T.L., upon written request, once in any particular school year, with a complete listing made in accordance with his data records, of all teachers in the system with their addresses.

#### D. Class Size

1. Effective September 1, 1983 the Committee agrees to endeavor to equitably distribute the number of students in each classroom schoolwide and systemwide.
  2. No class will be assigned the number of students exceeding the number of student stations or appropriate equipment available.
  3. The assignment to regular class of students evaluated as having special needs will be carried according to the Rules and Regulations of the Department of Education regarding implementation of Chapter 766, providing that the educational plan under Chapter 766 calls for specialized treatment within the classroom.
  4. The Committee and the Union recognize the desirability of achieving optimum teaching/learning conditions by assuring workable class size. To this end, the following procedure will be used to address the problem of overcrowded classrooms:
    - a. Class sizes for all classrooms in the city will be reviewed monthly by the Education Development Committee outlined in Article XXIV, D.
    - b. The Education Development Committee will determine what measures can be taken to relieve the overcrowded classroom situation. All possible solutions shall be explored.
- E. All teacher assignments shall be made without regard to the sex, age, marital status, nationality, race, color, or creed of teachers.

#### ARTICLE XIV Supervision and Teacher Evaluation

The agreed upon evaluation language and rubric are contained in the Evaluation Handbook dated March 20, 2013.

The Committee and Union agree to re-open negotiations for a reasonable period of time if changes to the agreed upon evaluation language and/or rubric are required by the Massachusetts Department of Elementary and Secondary Education after submission. Further, the Committee and Union agree to enter arbitration if an agreement to the required changes cannot be reached after renegotiation.

#### ARTICLE XV School Hours

1. Effective with the 1998-1999 school year, elementary teacher time shall be six (6) hours and twenty-five (25) minutes per day. Five minutes shall be beyond the student day and shall be assigned time. Middle and high school teacher time shall be six (6) hours and fifty-five (55) minutes per

day. Five minutes shall be beyond the student day and shall be assigned time. Effective with the 1998-1999 school year, the fifteen (15) unassigned minutes beyond the student dismissal time will be converted to teaching time and the workday of teachers will be extended ten (10) minutes consisting of five (5) minutes of teaching time and five (5) minutes of assigned time after student dismissal time. Any further increases in teaching time beyond the twenty (20) minutes will be subject to negotiation. Therefore, effective with the 1998-1999 school year, teachers shall be required to attend six (6) after school faculty meetings per school year. Such meetings shall not exceed one hour each and these meetings shall be scheduled by the principal at the beginning of the school year. Attendance at P.T.O. meetings and other extra curricula activities will be continued as presently practiced or contracted for; but the actual work hours of teachers will not be increased over those presently established unless teachers so working in excess of the presently established workday hours, except as noted below are paid pro rata for the extra time so worked. Effective with the 2006-2007 school year, teachers shall be required to attend nine (9) after school faculty meetings per school year. Effective September 1, 2007, teachers will attend an additional parent teacher meeting. This additional meeting will be scheduled for a duration of one hour and will be scheduled within fifteen minutes of the usual school day, as determined by the principal.

At the principal's discretion, one of the above nine after school faculty meetings may be converted to an additional one hour of time for this after school parent teacher meeting, thereby creating a two hour after school parent teacher meeting.

However, in recognition of the principle that teachers attendance at educationally oriented meetings enhances their value to the Lowell Public School System, and that dialogue and clear communication between the Superintendent's Office and teachers is vital to the educational process, the Union agrees all teachers will on an unpaid basis attend in each school year up to one such meeting as may be called by the Superintendent of Schools on a two week notice to which an agenda prepared by the Superintendent and an advisory committee of not more than three members of the Union will be given to all teachers. Such meetings will start at 3 p.m. and end not later than 4:30 p.m. If the Superintendent wishes to hold regional or grade level meetings, the above time frame shall be changed provided such meetings are scheduled for ninety (90) minutes or less and such meetings end within two hours of the close of school at the earliest clustered school.

Further, the Union agrees that occasional after school conferences by teachers with parents or personnel specializing in school work related to Chapter 766 of the Acts of 1972 will be afforded on a non-paid basis and

shall not be considered an extension of the normal school day, as long as said meetings do not exceed one per week and two per calendar month. In cases when this occurs teachers will be paid on a pro-rata basis.

Teachers who meet with other school personnel and parents or fill in for teachers who are at meetings during the normal school day for the purpose of implementing Chapter 766 of the Act of 1972, will use preparation time on the same basis as set forth in Paragraph 3 of this article, once per week and no more than twice per month. In cases where this reasonable amount of time has been exhausted, substitutes will replace the classroom teacher.

In implementing the preceding paragraphs, the parties agree that the present practice for payment for bus duty will be altered to reflect pro rata payments for all bus duty time worked beyond their scheduled workday.

2. The parties agree to form a Study Committee to discuss proposals raised by the Union during the negotiations concerning special education staffing and make recommendations to the negotiating teams of the parties.
3. The parties agree to create a Study Committee to develop a model for an extended day program in Lowell with the goal of ratification and implementation of the model at selected school(s) before the expiration of this contract.
4. Effective the beginning of the 2016-2017 school year, the maximum allowable amount of daily teaching time for middle school teachers shall be 260 minutes and for the high school teachers 252-255 minutes. There are no exceptions to this section except when a teacher agrees to additional teaching minutes whose maximum increase is equivalent to one-fifth the existing daily teaching minutes and complies with the exception to the workload provision of Article XVI, Section G.

## ARTICLE XVI

### School Year - Work and Payment Schedule

A. The school year will begin on the Monday before Labor Day of a given year, with the Friday before Labor Day as a day off, through June the thirtieth of the next succeeding year and salaries for such school year will be deemed to be fully earned upon completion of the last scheduled workday in June. The school calendar shall be reviewed by March 1 to determine if any adjustment is necessary to complete 180 days by June 30.

B. Subject to directives of the State Board of Education, the work year shall consist of 185 scheduled workdays, with 181 of such days to be worked, provided, however, that all teachers may be required to report for one orientation day prior to commencing their regular work schedule. For any pro rata or per

diem pay calculation, 1/181 of one's annual salary for each full workday shall be controlling.

Effective in school year 2003-2004, teachers will be paid a per diem rate based on 1/180th of their annual salary for required attendance at one orientation day prior to commencing their regular work schedule.

Effective in school year 2003-2004, the regular work year of a teacher shall be 181 days.

Effective in school year 2017-2018, the regular work year of a teacher shall be 182 days (one additional professional day on Election Day in November).

C. 1. The pay of teachers shall be based on a ten-month year beginning the Monday before Labor Day and continuing through the following June 30th with it being understood that salaries for such school year shall be deemed to be fully earned upon completion of the last scheduled workday in June.

Commencing the September 1, 1982, the annual salary of each teacher shall be paid in 52 weekly installments.

A teacher may receive the balance of earned pay for the school year no later than July 1st if a written request for such payment is made to the payroll department in the Superintendent's office prior to February 15.

In lieu of the aforesaid 52-payment plan, a teacher may elect a 42-payment plan consisting of 42 weekly payments upon notification to the Superintendent's office by April 30th of the preceding school year.

The parties recognize their intent to expedite salary payments and shall meet with the City Auditor to establish the 42- and 52- week payroll calendar for each school year. Said calendar shall be published by October 1st of each school year.

2. The term "vacation" will not appear on pay checks issued to teachers for the school recess periods.

D. When a teacher leaves the Lowell School System under any circumstances, he or she or his or her estate will be paid that proportion of his or her salary as the total number of actual days of service bears to the total number of actual days in the school year.

E. Middle and senior high teachers will have at least one preparation period each day equivalent to one-fifth the total number of daily teaching time..

F. Middle school and senior high teachers will not be required to teach more than two subjects per semester nor more than a total of 3 teaching preparations per semester.

G. Exceptions to the provisions of the two preceding paragraphs may be made only if the Superintendent and the President of the United Teachers of Lowell jointly determine it is necessary to do so in the best interest of the education process (cannot be for financial reasons). If an exception(s) is jointly agreed to, and the teacher(s) involved agree to assuming the additional workload, compensation shall be as follows:

1. Additional teaching minutes within the school day --salary differential-15% pro-rated per minute and retirement eligible;
2. Additional teaching minutes outside the school day - salary differential-20% pro-rated per minute and retirement eligible;
3. Additional subject taught or additional teaching preparation (maximum one per semester) -salary differential 7% and retirement eligible;
4. All grievance, violations and claims for compensation under Article XVI, or otherwise for compensation for teaching time violations prior to July 1, 2017 are deemed waived and/or settled in consideration of these language changes and/or clarifications.

H. Elementary school teachers will be allowed to leave their classrooms when Art, Music, or Physical Education teachers are conducting such classes. Each elementary teacher, including teaching specialists, will have at least 150 minutes of planning time per five-day work week. Effective June 30, 2006, each elementary school teacher, including teaching specialists, will have at least 200 minutes of planning time per five-day work week.

The School Committee and Superintendent will attempt to reach the goal of a daily preparation period of forty minutes for all elementary teachers and teaching specialists.

I. Whenever possible, no teacher will be required to relinquish her/his planning period to cover a class assigned to another teacher. If it is necessary for a teacher to so substitute for another teacher, it shall be done on a rotating basis.

Effective September 1, 1983, elementary specialists shall be assigned teaching positions in accordance with the number of teaching minutes per week on an equitable basis.

J. 2014-2015 and 2015-2016 school calendars are attached in Appendix B.

K. In all new buildings, teachers, including itinerant specialists, shall have work areas made available to them for planning purposes. These areas will be made available in older buildings where feasible. New buildings are all those buildings that have opened since September 1991.

## ARTICLE XVII Duty Free Lunch Period

Effective January 1, 1985, every teacher will be entitled to a duty-free lunch period of at least 25 minutes each day. However, no teacher will have his/her duty-free lunch reduced by this provision.

ARTICLE XVIII  
Teachers' Facilities

A. The Union recognizes and the Committee agrees to continue the present policy in planning of new schools to make provisions for adequate and proper work and rest areas for professional staff and attests to its intent to provide the same in old school buildings. Existing school buildings shall include:

1. Space in the school where teachers may safely store instructional materials and supplies.
2. A serviceable desk and chair for the teacher in each classroom.
3. An appropriate room for reporting before school for teachers in the high school who are not assigned home room duty.
4. Staff assigned to the following schools shall be granted free access to parking at the Ayotte Garage or the John Street Garage during days when school is in session: Lowell High School, Clement G. McDonough Academic Center.

B. In connection with the construction of new school buildings, the Committee shall include the following:

1. Space in the school where teachers may safely store a reasonable amount of instructional materials and supplies.
2. A teacher's work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room, which will include a pay telephone to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
4. A serviceable desk and chair for the teacher in each classroom.
5. A communication system so that teachers can communicate with the main building office from their classroom.
6. A well-lighted and clean male rest room and a well-lighted and clean female rest room.
7. A separate, private dining area for the exclusive use of the teachers in those schools that have cafeterias for students.
8. An appropriate room for reporting before school for teachers who are not assigned home room duty.

C. When major reconstruction of existing buildings or additions are planned, the Committee agrees to include plans for items 1 through 8 of paragraph B whenever possible.

ARTICLE XIX  
Paraprofessionals

Paraprofessionals will in no manner interfere with or disrupt the teacher's management of the classroom, and while in the classroom shall be under the direction of the teacher.

ARTICLE XX  
Protection and Indemnification

Teachers will immediately report all cases of abusive conduct and torts suffered by them in connection with their employment in writing to the Superintendent of Schools. The School Committee in conjunction with the City Solicitor will ensure that representation of teachers will be provided within the parameters of Chapter 258 of the Massachusetts General Laws.

ARTICLE XXI  
Deductions

1. The Committee agrees to accept authorizations and deduct and pay authorized amounts accordingly, only for the Credit Union designated as authorized for such deduction by the United Teachers of Lowell, Local 495, AFT MA, AFT, AFL-CIO.

2. The list of charities to which employees may make a voluntary contribution through payroll deduction will include one charity designated by the Union, in compliance with City policies and procedures.

ARTICLE XXII  
Use of School Facilities

Subject to rules established by the Committee for USE OF SCHOOL FACILITIES OR BUILDINGS, the Union will have the same rights as other organizations grouped under Class B of said Committee rules for USE OF SCHOOL BUILDINGS.

A. The Union will have the right to use school buildings at reasonable times for meeting in accordance with the school policy for the use of school buildings.

B. The Superintendent and the Principal will be given reasonable advance notification of the time and place of all such meetings.

C. A bulletin board will be made available at each work site to the Union for purposes of displaying appropriate notices, circulars, and other material. Materials authorized by the Union can be placed in teachers' mailboxes.

ARTICLE XXIII  
Transitional Bilingual Education

The Committee agrees with the Union and the General Court of the Commonwealth that there are large numbers of children who come from environments where the primary language is other than English and that experience has shown that public school classes in which instruction is given only in English are often inadequate for the education of children whose native tongue is another language. And to this end the Committee agrees to conform and abide by Chapter 71A entitled "Transitional Bilingual Education" of the General Laws of the Commonwealth and to implement its provisions as expeditiously as possible.

ARTICLE XXIV  
Curriculum Improvement

A. MATERIALS-SUPPLIES-LIBRARY MATERIALS

The Committee recognizes the need for providing adequate supplies, equipment, and materials to teachers and for providing adequate books and materials for school libraries so as to assist teachers in the effective achievement of their responsibilities. In recognition of this need, it is agreed that by December the fifteenth of each year all teachers will be given an opportunity to express in writing their needs for supplies, equipment, materials, and library books and materials for the following year. Their request for same will be given to their immediate supervisor who will compile all of the requests for his department or school and forward them intact to the Superintendent. The Superintendent will compute the total cost of all requests and present the total request to the Committee no later than January the fifteenth for its consideration.

B. RELEASED TIME

The Committee recognizes the need to provide individual teachers with adequate opportunity to develop curriculum or learning improvement programs or materials. In recognition of this need, therefore, it is agreed that upon submission to the Superintendent of a plan deemed meritorious by him that individual teachers may be released from normal responsibilities for the purpose of research, grant writing, or the development of improved curriculum materials. The duration of release shall be appropriate to the need as determined by the Superintendent and during the time of release a substitute will be hired to replace the released teacher.

C. CURRICULUM COMMITTEES

Effective September 1, 1978, the Committee agrees that a teacher working on a curriculum committee is beneficial to the Lowell School Department, and when a teacher works on such a committee, other than on released time, he or she shall be paid \$200.00 per fiscal year for working on a curriculum committee, with such work being limited to but one curriculum committee. This \$200.00 compensation

shall be over and above the \$200.00 compensation paid for in-service training courses taken at an accredited college or university approved by the Superintendent and provided for in the first paragraph of Section B of Article XXV of this Agreement. The chairperson of curriculum committees shall be designated by the Superintendent, and, whenever such chairperson shall be a member of Unit A, he or she shall be paid \$300.00 on the same limitation as imposed on the member of the curriculum committees. Curriculum committees shall be made up of School Department personnel.

#### D. EDUCATION DEVELOPMENT COMMITTEE

1. The Education Development Committee shall consist of four (4) representatives appointed by the Union and four (4) representatives appointed by the School Administration.

2. The Education Development Committee shall meet on a monthly basis in an effort to address the implementation, evaluation and improvement of educational programs and issues in the Lowell Public Schools. The Union and School Administration shall submit to each other, in writing, appropriate agenda items at least three (3) working days prior to the meeting.

3. Class size will be reviewed by this Committee as outlined in Article XIII, D.4.

4. The schedule of meetings for the Education Development Committee shall be established by September 15 of each academic year.

### ARTICLE XXV

#### Professional Improvement

A. The Union recognizes and the Committee agrees to continue its present policy in paying reasonable expenses (including meals, lodgings, and/or transportation and fees), incurred by teachers who by vote of the Committee attend workshops, seminars, conferences, or other professional improvement sessions with the approval of the School Committee.

B. During the 2012-2013 school year, tuition reimbursement of up to \$500.00 will be paid to teachers taking in-service training courses in a related field at an accredited college or university (of their choice) approved in advance by the Superintendent. This up to \$500.00 tuition reimbursement will be paid for courses taken in the fiscal year in which applicable credit is earned, and payment shall be limited to two courses per fiscal year upon submission of proof of successful completion of such courses. Teachers will have the choice of in-service course(s) and/or course(s) at an accredited institution(s). The parties agree to form a Study Committee to investigate alternative ways that teachers might utilize the tuition reimbursement in this section. Any recommendations that require contract changes will be submitted to the negotiating teams of the parties.

Effective July 1, 2013, tuition reimbursement of up to \$1,000.00 will be paid to teachers taking in-service training courses as identified within their approved Educator Plan in a related field at an accredited college or university (of their choice) approved in advance by the Superintendent. This up to \$1,000.00 tuition reimbursement will be paid for courses taken in the fiscal year in which

applicable credit is earned, and payment shall be limited to four courses per fiscal year upon submission of proof of successful completion of such courses. Teachers will have the choice of in-service course(s) and/or course(s) at an accredited institution(s).

C. The Union shall appoint an experienced faculty advisor to each new staff member. The advisor will be preferably of the same building, grade, and subject assignment as the new staff member. The duty of the faculty advisor will be to provide adequate and continuous orientation concerning the special problems of the new staff members as they relate to the unique requirements of their new assignments.

D. On the day prior to the opening day of school, the President of the Union, or his/her designee, will be provided time to address any general assembly of the faculty that may be held.

## E - Lowell Program

### 1. Purpose and Plan

The School Committee will create a sequential professional development program substantially equivalent to a 30-credit masters' program that incorporates best practices in professional development and graduate level education and applies them to Lowell needs. The "Lowell Program" will be designed and implemented by the Superintendent in consultation with UTL representatives, administrators, higher education faculty, and others. The first course in the Lowell program will be offered no later than fall, 2001.

### 2. Content

The Program will concentrate on five general areas:

- a. responding effectively to the needs of diverse learners, e.g., English language learners, students with special needs, gifted students;
- b. identifying and using best practices in instruction with a focus on literacy, high expectations for all students, personal relationship building, and effective classroom management;
- c. planning and implementing curriculum in a standards-based environment;
- d. developing and using effective assessments of student learning to guide planning; and,
- e. building skills of collaboration and classroom-/school-based research.

In addition, assignments and course work particular to a teacher's content field will be incorporated into the Program.

From time to time, as needs evolve, the Superintendent, in consultation with UTL representatives, administrators, higher education faculty and others, may add and delete areas of concentration and courses.

### 3. Quality Assurance and Access

The Superintendent will endeavor to insure that the program is low cost and accessible to as many staff members as possible, recognizing, however, that high quality will not be sacrificed and that a minimum number of participants will be required to conduct courses in the Program.

To these ends, the Superintendent will:

- a. develop traditional and non-traditional formats and, when appropriate, on-site delivery;
- b. develop and implement an independent monitoring system that insures on-going high quality;
- c. annually, establish tuition costs for Lowell Program courses and minimum course enrollments;
- d. document program costs to be covered by Program tuitions, e.g., instructor compensation, clerical/custodial/administrative support, utilities, contracts;
- e. establish a process whereby active participants in the Lowell Program may be reimbursed for more than two Lowell Program courses annually, up to the maximum annual reimbursement provided for in this contract;
- f. establish criteria she/he will use to approve a teacher's request to substitute for Lowell Program course work up to 9 graduate credits earned within 7 years of completing the first course in the Lowell Program, as follows:
  1. up to six credits toward completion of the first half of the Lowell Program (Lowell Program A); and,
  2. up to 3 credits toward completion of the second half of the Lowell Program (Lowell Program B)

4. Compensation

A. Beginning in 2001-2002, the following columns will be added and/or redefined:

1. a new column, "Lowell Program A" will be placed half way between the existing Bachelors and Masters columns for teachers who complete the first half of the Lowell Program(A). Teachers with Bachelor degrees will be placed at Masters Level if they have completed both Part A and B. Teachers who complete Part A and Part B of the Lowell Program and are placed at the Masters Level can then progress to Masters +15, Masters +30, and Masters +60 upon completion of courses at an accredited institution;
2. a new column, "Lowell Program" will be placed half way between the existing Masters +30 and Masters +60 columns for teachers who complete either the first (A) or second half (B) of the Lowell Program;
3. a new column, "Lowell Program" will be placed half way between the existing Masters +60 and Doctorate column for teachers who complete the Lowell Program;
4. completion of Part A or Part B of the Lowell Program is the equivalent of completion of 15 credits from an accredited institution.

B. Teachers will not be paid an hourly compensation rate for participation in the Lowell Program.

5. Decisions by the Superintendent with regard to the implementation and management of the Lowell Program are final unless arbitrary and/or capricious.

6. A professional development steering committee will be created which may make recommendations to the Superintendent. This Committee will consist of 2 central office administrators, 2 LSAA members including an Assistant Principal, a School Committee member, a principal, 4 UTL appointed members, and a representative from the associate graduate school of education.

ARTICLE XXVI  
School Committee Meetings

A. The Union shall have the right to place items on the School Committee agenda through a written communication to the Committee.

B. The Union shall be provided with copies of minutes, including any and all attachments, of all official meetings of the Committee in the same manner as the Committee.

B. The Union shall be provided with a copy of the School Committee Agenda, including any and all attachments, in the same manner as the Committee.

ARTICLE XXVII  
General

1. DUES DEDUCTION:

The Committee agrees to deduct from the teachers' salaries on deduction for United Teachers of Lowell, Local 495, AFT MA, AFT, AFL-CIO, as said teachers individually and voluntarily authorize the Committee to deduct. Such single monies deduction shall be in such amount as certified by the Union and shall be promptly transmitted to the Union. It is expressly understood that any deduction which a teacher may authorize the Committee to make from his earnings will be deducted in equal installments from each pay check received by the teacher during the year.

2. PRINTING OF AGREEMENT:

The Committee and the Union will share equally the expense of printing copies of this agreement, a copy of which will be given to each teacher. A minimum of one-hundred fifty copies of the contract will be given to the Superintendent's office.

3. WORK ENVIRONMENT:

The parties agree to form a Study Committee to examine proposals made by the Union during negotiations in regard to the work environment. At least one School Committee member shall be a member of the committee.

4. WORKPLACE ATTIRE:

Dress at each school shall be suitable business casual as determined by job requirements.

5. UNION ACTIVITY:

There shall be no retaliation for union activity.

6. UPDATES TO UNION:

The Lowell Public Schools shall send bi-weekly updates to the Union of changes in each bargaining unit, including, but no limited to, resignations, retirements, termination, workers compensation, paid/unpaid leave of absence, and other significant events which are already computed.

7. NO DISCRIMINATION:

Assignment shall be made without regard to the sex, sexual orientation, age, marital status, nationality, race, color, creed, or disability of the employee.

8. EDUCATION OF CHILDREN OF EMPLOYEES

The committee can no longer afford to educate the children of employees who reside outside of the City of Lowell. The Committee has given notice that it will end such courtesy at the end of this school year, as publicly voted and relayed by letter and bargaining proposals. However, considering its potential cost savings, the Committee will agree to extend this courtesy only for children who were enrolled in Lowell Public Schools on or before October 1, 2016 and have been continuously enrolled since then.

ARTICLE XXVIII

Transfers

A. VOLUNTARY TRANSFERS

Consistent with Lowell Public School policy to be respectful of all teachers and staff and with a continuing sense of direction to recognize dedicated and professional service and further, understanding that movement within the District adds vitality by enhancing a sense of new beginnings and excitement, the following will be the procedure for voluntary transfers:

1. When a teaching vacancy occurs it will immediately be posted for fifteen (15) days on the District's website with access limited to teachers who are permanent hires. All teachers will contemporaneously be informed via their school email.

2. Requests for transfer will follow the established protocol of the Human Resource office.

3. When a transfer is to be made a teacher's background, certification, quality of teaching performance, skills required by the job and length of service in the Lowell Public Schools shall be considered. If other variables are equal, length of service in the District shall be the controlling factor.

4. All teachers requesting a transfer shall receive written notification from the principal as soon as possible following their interview as to the disposition of their request, but in no case longer than two (2) weeks. On the rare instance that there are no requests for transfer, only then can there be a public advertisement.

5. All transfers granted and all permanent hires will be effective the first day of school the following school year.

6. Decisions by the Superintendent, or his designee, are final unless arbitrary or capricious.

## B. INVOLUNTARY TRANSFERS

Before a teacher is transferred involuntarily effective at the beginning of the next School year, he or she will be notified by June 30th, if possible, in writing by the Superintendent of the reasons for the proposed transfer and shall be entitled to hearing(s) with the Superintendent accompanied by a representative of the Union if he/she desires.

A decision of the Superintendent re: any involuntary transfer of a teacher shall be final and binding and not subject to arbitration. Except in unforeseeable circumstances, the transfer will become effective at the beginning of the school year.

Notwithstanding the above, in the event it is necessary for the Superintendent to transfer involuntarily a teacher due to consolidation or elimination of positions, new programs, reorganization, and/or redistricting, no teacher with seniority will be given a substitute or temporary assignment if the teacher is certified to hold any permanent position that is held by a less senior teacher.

## C. THEME SCHOOLS

1. Theme School philosophy and goals shall be established at the school level with input from teachers, administrators, and parents and shall be approved by teachers employed at the school. The theme school goals shall be reviewed and approved by Central Administration with input from the school representatives and the union, in order to prepare the philosophy and goals for posting.

2. Whenever a school adopts a programmatic theme, the teachers currently employed at the school who wish to remain at that school shall signify their desire by writing and signing letters of intent indicating agreement with the philosophy and staff goals listed in the posting. The letters of intent submitted by teachers responding to the posting shall be reviewed by the Principal and Deputy Superintendent of Schools. Each teacher will be notified of the status of his/her request by the Deputy Superintendent.

3. Other teachers in the system shall be notified of the remaining open positions at the theme school. Teachers who apply for a transfer to these positions, and meet the posted philosophy and goals, shall be considered based on his/her background, certification, quality of teaching performance, skills required by the job, and an interview with the Principal and/or the Deputy Superintendent of Schools. All factors being equal, seniority in Unit A shall be the deciding factor in filling the Position(s).

## ARTICLE XXIX Retention of Rights

A. Subject to the provisions of Massachusetts General Laws Chapter 150E, this agreement shall not be construed to deprive employees of any benefits or protection granted by the laws of the Commonwealth of Massachusetts.

B. Subject to the provisions of Massachusetts General Laws Chapter 1 50E, the Committee retains all rights conferred upon it by both statutory law and judicial decision.

ARTICLE XXX  
Reduction in Staff- Seniority

1. In effectuating any reduction in the teaching staff due to a decrease in pupil enrollment, the Committee will act in conformance with General Laws, Chapter 71, Section 42, and Chapter 34 of the Acts of 1936, as amended, "An Act Regulating the Election and Employment of Teachers in the Public Schools of the City of Lowell."

2. In principle, the Committee recognizes that seniority indicates consistency of teaching service and is a valuable asset to the Lowell Public Schools. It is in the best interests of the Lowell Public Schools that a well-thought out hiring policy be devised in conjunction with attrition and movement within the system. Until the question of trends in school population is well defined, care must be exercised in adding new members to the school personnel who might be reduced. Otherwise, there might appear to be the contradiction of adding to the professional staff while, at the same time, making plans for the reduction in staff. Also, considering attrition due to retirement, the morale and effectiveness of the professional staff would be enhanced if plans are made to retrain and reassign existing personnel rather than hire new personnel in this time of uncertainty. With such a sense of direction, it is conceivable that reduction in teaching force will not be necessary. However, in the event that a reduction in teaching force be necessary, absolute seniority within the Lowell Public Schools will be the guiding principle. No teacher with seniority will be separated from the Lowell Public Schools providing that the teacher is licensed in any one of the curricular areas being offered students at that time. In the event of regulatory or statutory changes regarding the use of seniority in the reduction of teaching staff, the number of satisfactory/proficient Lowell Public Schools evaluation cycles will be the determining factor in the retention of teachers in the event that a reduction in teaching force be necessary. (An evaluation cycle is two years prior to 2012 and one year beginning in the 2012-3 school year.) In the event that a teacher has not been evaluated during an evaluation cycle while employed in the Lowell Public Schools, for the purposes of this provision will be considered a satisfactory/proficient evaluation. In the case that a teacher satisfactorily completes an improvement plan, the evaluation for that cycle will be considered a satisfactory evaluation for purposes of this provision. Both parties value teachers who hold multiple teaching licenses and recognize that changing from one area of licensure to another area of licensure enhances the curricular possibilities for the entire system.

3.A. Seniority is defined as the length of continuous service within Bargaining Unit A of the Lowell Public Schools, indicated by the first date of employment and including all authorized leaves of absence except that effective September 1, 1983, no teacher on unpaid leave of absence shall accumulate more than 1 year of

seniority within a five-year period for the unpaid leave(s) of absence(s) granted during any five-year period. If the length of service is equal, the teacher with the earlier election date will have preference. If the length of service and election date are the same, teachers who were hired from the same list will be given preference according to their order on the list. A current list of all teachers ranked according to system-wide seniority will be provided to the UTL by November 1 of each school year. Any member of Unit B having continuous professional service in the Lowell Public Schools shall have fallback rights for a position in Unit A if laid off from her/his position in Unit B based on her/his seniority in Unit A only.

3.B. Between July 1, 1993, and June 30, 1994, all Unit B members will be afforded a one-time opportunity to resign their Unit B position and to regain their Unit A seniority in accordance with the following phase-in formula:

Year 1 - Credited with up to three (3) years previously earned Unit A seniority.

Year 2 - Credited with up to fifty (50) percent of previously earned Unit A seniority at completion of second year.

Year 3 - Credited with up to one hundred (100) percent of previously earned Unit A seniority at completion of third year.

Former Unit B members will be credited with Unit A seniority only if they accept an open Unit A position prior to June 30, 1994. No Unit A member will be displaced in order to provide an open position for former Unit B members.

4. In the event any reduction in the number of positions in the bargaining unit results in a layoff of a member of the bargaining unit, recall shall also be by seniority. A laid-off teacher shall be placed on a Recall List and shall remain on that list until recalled to employment to a full time, full-year, permanent position; unless the teacher refuses such employment twice. Recall shall be in the inverse order of layoff for any position for which a laid-off employee is certified. The Committee agrees to recall a laid-off employee certified in the area needed prior to hiring new staff. Teachers recalled to open positions or to positions vacant due to an unpaid leave of absence shall be paid at the appropriate step on the salary schedule reflecting their experience and training.

5. Teachers recalled to positions vacated due to a paid leave of absence shall be paid on the appropriate step and column of the salary schedule reflecting their experience and training. The Superintendent shall offer any such position to laid-off teachers in order of seniority. A laid-off teacher serving in this manner retains recall rights to a regular position that is either open or vacant due to an unpaid leave of absence.

6. It is understood that movement within the system pertains only to Unit A of the employees. Any other positions, other than Unit A positions, are covered by the contract relative to the posting of positions.

7. Displacement: A displaced teacher is defined as a teacher whose class or position has been removed from the table of organization and

- a. there is no open position at that school for which the teacher is certified;
- b. the teacher is the least senior teacher in the building and cannot exercise “bumping rights.” Bumping rights is the ability of a teacher with more seniority whose position has been eliminated to take the position of the least senior teacher with that certification at the building level and if necessary district-wide.

Teachers who are displaced at the building level will be placed on a district-wide Displaced Teachers List that specifies their current certification(s). The teachers on this list will be ranked according to their seniority date.

Principals will inform the Lowell Public Schools Personnel Office of open positions within their school buildings. This occurs after the building principal has informed all building staff of the open position(s) and has considered requests for internal transfer within the building of staff with appropriate certification(s). The internal placement of teachers within the school building is at the principal’s sole discretion. After all of the approved internal transfers have been processed, the remaining open positions will be published on the Compendium sent to all displaced teachers and distributed to schools. Copies of the Compendium will be available at the Lowell Public Schools Personnel Office and United Teachers of Lowell Office.

After the Compendium is distributed, displaced teachers must respond to the Superintendent or their designee indicating their top five (5) choices of open positions on the Compendium to which they wish to be assigned. Displaced teachers must be certified in the area(s) of the open position(s) to which they wish to be assigned.

Once the displaced teachers’ letters are received in the Lowell Public Schools Personnel Office, assignments will be made based on seniority and certification(s). The Superintendent or their designee will send a letter of assignment to each displaced teacher. If no position is available for which the displaced teacher is certified, the teacher will take the position of the least senior teacher district-wide with that certification. No interview is required. Assignment of a position from the Compendium is only for purposes of insuring a position for the next school year.

Once assigned, teachers displaced from their school buildings will be eligible to exercise one (1) additional choice of assignment prior to the next Compendium being issued, based on seniority and certification(s), before any voluntary transfers are granted. Displaced teachers must respond within ten (10) calendar days to a request of the Superintendent or their designee to provide their top five (5) choices of open positions on the current Compendium to which they wish to be assigned. Displaced teachers must be certified in the area(s) of the open position(s) to which they wish to be assigned. No interview is required. The Superintendent or their designee will send a final letter of assignment to each displaced teacher who elects to exercise this additional choice of assignment.

If a position later becomes available at the displaced teachers previous (home) school before the beginning of the next school year, for which the teacher is certified, the position will be offered to the most senior “displaced” teacher from that school and if accepted, the position to which they were previously assigned will be put on the current Compendium. If the most senior displaced

teacher chooses not to accept the position, then the next senior displaced teacher, with appropriate certification(s), will be offered the position. If no displaced teacher from the “home” school accepts the position, the position will be placed on the Compendium.

#### Level 4 School Displacements:

Teachers at Level 4 schools, as designated by the Massachusetts Department of Elementary and Secondary Education (DESE), shall be allowed to voluntarily displace themselves from the Level 4 school at the conclusion of the school year in which the school is designated Level 4 by the DESE or at the conclusion of the following school year upon which the school is designated Level 4 by the DESE. Teachers who elect to voluntarily displace themselves from a Level 4 school adhere to the Displaced Teachers Process.

Displaced teachers electing to apply for a teaching position listed on the Compendium at a Level 4 school, may be required to interview for the position. The Superintendent of Schools and Principal of the Level 4 school have the sole discretion in the hiring and appointment of teachers in a Level 4 school.”

### ARTICLE XXXI Effect of Agreement

The Committee and the Union mutually agree that the terms and conditions set forth in this agreement constitute the entire agreement between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

Should any Article, Section, or Clause of this agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of this agreement, if not effected by the deleted Articles, Sections, or Clauses.

### ARTICLE XXXII Agency Fee

As a condition of employment, members of the bargaining unit who are not members of the United Teachers of Lowell, Local 495, AFT MA, AFT, AFL-CIO, shall pay to the United Teachers of Lowell an agency service fee. Such fee shall be a percentage of union dues and will represent that portion of union dues which is commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Labor Relations Commission.

ARTICLE XXXIII  
No Reprisals

The parties agree that in no event shall any individual or group of individuals, regardless of bargaining unit placement, who may have been involved in the labor dispute on September 6, 1988 to September 9, 1988, be disciplined, discharged, demoted, reduced in rank or compensation, or in any way adversely affected because of such involvement.

However, there shall be no compensation paid to those persons who were absent from their duties and were not excused from their duties on September 6-9, 1988.

Upon ratification of this Agreement by both parties to the collective bargaining process, the School Committee will purge all letters of insubordination from the personnel files of all Shaughnessy School teachers who received same during the school year 1992-1993.

ARTICLE XXXIV  
Personnel Files

A. Pursuant to General Laws, a teacher shall have the right, upon written request, to review the contents of his or her own personnel file within 24 hours of the receipt of the request. Such review shall be performed in the presence of the Superintendent or his/her designee. The teacher shall have the right to Xerox the contents of his/her file. at his/her own expense.

B. No adverse material shall be placed into the teacher's personnel file without giving the teacher a copy first. The teacher shall have the right to file, within seven (7) days, a written answer and have it attached to the adverse material.

ARTICLE XXXV  
Representation

A. A teacher shall, at all times, be entitled to have present a representative of the Union when he is being reprimanded, warned, or disciplined, by an administrator at the principal's or superintendent's level for infraction of discipline or delinquency in professional performance.

B. When request for such representation is made by either party, no action shall be taken with respect to the teacher until such representation of the Union is present.

C. In no event shall a teacher be reprimanded by an administrator in front of a class, in the halls, or in the presence of parents or students, or other teachers.

D. All reprimands of a teacher shall be in private and in person or by mail, except in case of emergencies. At no time will the reprimand be shared with other teachers using e-mail or written notice.

ARTICLE XXXVI  
Discipline

No teacher will be disciplined without just cause.

ARTICLE XXXVII  
Middle Schools

1. Middle Schools shall involve Grades 5, 6, 7, 8.
2. Common planning time when scheduled by the Principal shall be in addition to the daily preparation time.

ARTICLE XXXVIII  
Relief from Non-Teaching Duties

No teacher shall be required to assist a student with any medical procedure.

ARTICLE XXXIX  
Immunization

The School Committee shall provide, only through a designated health care provider, Hepatitis B immunization without charge to any teacher who requests such treatment.

ARTICLE XL  
Lead and Mentor Teachers

A1. The Lowell School Committee and the United Teachers of Lowell, Local 495, AFT MA, AFT, AFL-CIO hereby agree that the current positions of Lead and Mentor teachers were in effect from July 1, 2002 through June 30, 2004 and will continue through June 30, 2006 unless the parties agree to change the current practices before June 30, 2006. Lead Teachers will be compensated at \$3,600 and Mentor Teachers will be compensated at \$1,700 for mentoring teachers with provisional certification and \$750 for mentoring teachers with advanced provisional certification. The parties agree to continue their talks on a career ladder program for Lowell teachers and to continue the talks on the Lead and Mentor Teacher programs in Lowell.

A2. (a) All teachers who served as a Math Resource Teacher during school year 2006-2007 shall be paid a stipend of \$3600 each less sums already paid to them for after school work as a Math Resource Teacher.

(b) Effective school year 2007-2008, all Math Resource Teachers shall receive a stipend of \$600 for attendance at Teacher Support Team meetings, family math nights, or other mathematics related meetings.

(c) All Math Resource Teachers shall be given at least .5 release from teaching and supervisory duties.

A3. TECHNOLOGY AND STEM LEAD TEACHERS:

a. All teachers who serve as a Technology Lead Teacher shall be paid a stipend of \$3,600.00.

- b. All Technology Lead Teachers shall be required for attendance at technology team meetings with central office staff.
- c. All teachers who serve as a STEM Lead Teacher shall be paid a stipend of \$3,600.00.
- d. All STEM Lead Teachers shall be required for attendance at STEM team meetings with central office staff.

B. Teacher Induction Program (Effective August 2005)

1. The intent of the induction program is to serve as a support for teacher development. Therefore, requirements will be individualized when appropriate based on the teacher's background, experience, and needs. The superintendent or his/her designee develops with each teacher a plan for meeting the requirements of the induction program. Every effort will be made to ensure that this Induction Program will meet DOE requirements for teacher induction and assist teachers to achieve initial and/or professional licensure. Successful course completion allows movement on the salary scale based on requirements of the Lowell Program.

2. Beginning in August 2005, all teachers new to Lowell are required to begin the Teacher Induction Program.

- Teachers who begin with a waiver or preliminary license will participate for three years.
- Teachers with initial license and fewer than three years of teaching experience will participate for two years.
- Teachers with professional status from another community (or equivalent) will participate for one year.
- In certain circumstances, the Superintendent may waive or postpone the requirement for one or more years.

Notwithstanding the above paragraph, teachers who

- were participants in the Teacher Academy as of June 2007, and
- would not be participating in the Academy for a second and/or third year under the above paragraph, may continue to participate in the Academy in order to complete three (3) years in the Academy. If they desire to continue, they must notify the Director of the Academy by June 8, 2007 of their decision to continue in order that appropriate planning can occur.

3. Teachers who complete the Induction Program requirements, achieve Professional Teaching Status, and continue to teach in Lowell will receive a one-time award before December 1st of the year in which they begin service as a teacher with professional teaching status, according to the following scale:

- \$2,500 for those teachers who complete three years in the Academy.
- \$1,600 for those teachers who complete two years in the Academy.
- \$800 for those teachers who complete one year in the Academy.

4. Graduate credits for completed courses will be awarded from an accredited institution.

5. Each year of participation in the Academy the teacher completes a 3-credit graduate course, typically designed by the district in collaboration with the UTL and delivered on site, as a part of the Lowell Program.
  - Each Academy course will be comparable in demand to traditional graduate level courses.
  - First year mentees are expected to attend up to 3 4-hour class sessions before the start of the school year
  - The remaining 26 contact hours for first-year mentees are after school course sessions.
  - First- and second-year mentees are required to participate in monthly one-hour study groups.
  - Third year mentees are invited, but not required, to participate in monthly one-hour study groups.
6. The content of Induction Program courses will include:
  - a) Instructional strategies
  - b) Classroom management
  - c) Curriculum design, including differentiation
  - d) Meeting the need of students with special needs
  - e) Meeting the need of English language learners and awareness of cultural differences
  - f) Mathematics instruction, e.g., Investigations/Connected Mathematics
  - g) Literacy instruction, e.g., Balanced Literacy, John Collins Writing, LINKS, and Making Meaning
  - h) Content knowledge development
  - i) Professional Rights and Responsibilities, as developed by the UTL and Administration, including a one-hour lesson presented by the UTL in August and a one-hour lesson in February or March.
7. Mentors
  - a) Each teacher will have the assistance of a mentor teacher who offers guidance and feedback, but not evaluation.
  - b) Mentors will be selected collaboratively by the Principal, UTL and Superintendent
  - c) Mentors will be paid an annual stipend pro-rated as follows:
    - a. \$3,400: mentors assigned at least 2 teachers, at least one of whom is a 1st year teacher; or any mentor in his/her first year as a mentor will receive \$3,400 per year.
    - b. \$2,000: all other mentors will receive \$2,000 per year.
  - d) Mentors will be assigned no more than a total of four (4) mentees with no more than two (2) being first-year mentees.
  - e) It is desirable for mentees to have the same mentor for the duration of their participation in the Academy. The Superintendent will endeavor to ensure continuity in mentor assignments.
  - f) Generally, mentors will be appointed for a three-year period, depending on need. The UTL and Superintendent will develop an “opt out” procedure for special circumstances.
  - g) The Superintendent will consult with the UTL in cases when mentor-mentee continuity or mentor continuation is not feasible.

h) In their first year of service, mentors will complete one 3-credit course on mentoring, developed and taught on site. In subsequent years of service, mentors will participate in a mentor seminar as part of their job responsibilities. In their second year as a mentor, mentors may receive one (1) graduate credit for participation in the seminar. In subsequent years, mentors will receive PDP credit. Mentors hired before August 2007 will have the opportunity to complete one 3-credit graduate course in their second and third years of service.

i) Graduate credits for completed coursework will be awarded from an accredited institution.

j) Generally, each elementary school will have two mentors, each middle school will have four mentors, and each high school department will have one mentor, subject to funding and the number of new teachers. In consultation with the UTL, the Superintendent may alter assignments.

k) If a majority of a school's faculty and principal develop and approve an alternative pilot plan for providing mentoring support of its new teacher within contractual guidelines, such pilot may not be implemented without approval of both the Superintendent and Executive Board of the UTL.

8. The Superintendent and UTL will meet at least semi-annually to review the effectiveness and operation of the Teacher Induction Program.

9. Any modification to any provision of this agreement will be done in collaboration with the UTL and reduced to written agreement by both parties before modification or implementation.

#### ARTICLE XLI TEMPORARY UNIT B POSITIONS

Teachers who agree to temporarily assume the duties and responsibilities of Unit B positions will receive their normal pro rata daily pay plus seventy-five (\$75.00) per day for each day working in the position (retirement eligible). Such teachers will retain Unit A status and seniority and, upon completion of the temporary Unit B assignment, will be returned to their previous school, subject taught, and classroom.

#### SIDELETTER ON LEAVES

The Lowell School Committee and the United Teachers of Lowell, Local 495, AFT MA, AFT, AFL-CIO hereby agree to form a study committee to review and clarify all leave language.

Any changes to contract language are subject to the normal negotiating and ratification process of the parties.

#### CAREER LADDER SIDELETTER

The Lowell School Committee and the United Teachers of Lowell Local 495, AFT MA, AFT, AFL-CIO hereby agree to form a committee to investigate the

feasibility of a career ladder program for the teachers in Lowell and it will consist of three teacher members selected by the Union and those members selected by the School Committee. It will begin its task by January 30, 2001 and should have a non-binding report by November 1, 2001.

#### LITIGATION SIDELETTER AGREEMENT

The Lowell School Committee and the United Teachers of Lowell Local 495, AFT MA, AFT, AFL-CIO during bargaining for a subsequent collective bargaining agreement effective July 1, 2000 to June 30, 2002 have agreed to certain changes in Article XXVIII. It is hereby acknowledged that there is currently pending litigation between these parties involving this article in Middlesex Superior Court Case #'s 97-03410LZ, 99-03553LZ, 99-05476LZ. The parties further agree that none of the agreed upon changes or the fact that changes have been negotiated are to have any effect on the issues in the above-mentioned lawsuits between the parties.

#### LITIGATION SIDELETTER AGREEMENT

The Union agrees not to challenge the offering of HMO and PPO plans to its members by the city in May, 2007 and further agrees to withdraw all contractual grievances and the unfair labor charges pending at the Massachusetts Labor Relations Committee.

#### ADDITIONAL ITEMS

There will be an open enrollment period in September to facilitate employees making alternative choices in health insurance.

APPENDIX A  
Salary Schedule

**Salary Increase\*:**

First day	July 1, 2017 – June 30, 2018	0%
Midpoint	July 1, 2017 – June 30, 2018	2%
Last day	July 1, 2017 – June 30, 2018	1%
First day	July 1, 2018 – June 30, 2019	0%
Midpoint	July 1, 2018 – June 30, 2019	2%
Last day	July 1, 2018 – June 30, 2019	1%
First day	July 1, 2019 – June 30, 2020	0%
Midpoint	July 1, 2019 – June 30, 2020	2%
Last day	July 1, 2019 – June 30, 2020	1%

\*These percentage increases shall not apply to coaches or advisors. Such is subject to further bargaining between the parties.

First day	July 1, 2018 – June 30, 2019 blend all steps above 25 years giving incremental increases on a yearly basis.
First day	July 1, 2019 – June 30, 2020 add \$250 to Step 8B, \$500 to Step 9, \$750 to Step 9B, \$1,000 to Step 10 and \$1,250 to 10B

APPENDIX D  
Coaches and Advisors

1. The parties agree to change the figures in Appendix D by the same percentages negotiated for Appendix A.
2. The parties agree to form a Study Committee to evaluate suggested adjustments for specific positions. Any recommendations for change will be submitted to the negotiating teams of both parties for implementation sometime during the life of this contract.

Salary schedule placement is dictated by completed years of service.

Example: A new coach with no experience is placed on YR 1 and will move to the next step next year. An advisor with two years of experience moves to YR 3 and then to YR 4 next year, etc.

SIGNATORY CLAUSE

In witness thereof, the parties to this agreement have caused these present to be executed by themselves or their agents duly authorized this \_\_\_\_ day of \_\_\_\_\_ 2017.

FOR LOWELL SCHOOL COMMITTEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR UNITED TEACHERS OF LOWELL:

---

---

---

---

---

---

---

---

**COLLECTIVE BARGAINING**

**AGREEMENT**

**between**

**United Teachers of Lowell**

**Local 495 AFT MA, AFT, AFL-CIO**

**and**

**The Lowell School Committee**

**July 1, 2017**

**through**

**June 30, 2020**