

**AGREEMENT BETWEEN**

**SCHOOL COMMITTEE OF THE CITY OF LOWELL**

**AND**

**LOWELL SCHOOL ADMINISTRATORS ASSOCIATION**

**July 1, 2006 – June 30, 2009**

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**AGREEMENT BETWEEN**

**SCHOOL COMMITTEE OF THE CITY OF LOWELL**

**And**

**LOWELL SCHOOL ADMINISTRATORS ASSOCIATION**

**PREAMBLE**

WHEREAS, the School Committee of the City of Lowell, hereinafter referred to as "the Committee," and the Lowell School Administrators Association, hereinafter referred to as "the Association," acknowledge the power of the Committee to establish rules and regulations needed to operate the Lowell School System, and the Association accepts as its goal the educational, social, and emotional growth and development of each child, and

WHEREAS, it is hoped that the Agreement entered into will contribute to the betterment of public education in the City of Lowell.

NOW, THEREFORE, the following Agreement is made and entered into as of the 1<sup>st</sup> day of July, 2006, between the Committee and the Association.

WHICH AGREEMENT SHALL BE EFFECTIVE as of July 1, 2006, and will continue in effect until midnight June 30, 2009, and thereafter pending the execution of a successor agreement by the Committee and the Association as provided for in Article II.

**ARTICLE I  
RECOGNITION**

1-01. For the purpose of collective bargaining, the Committee recognizes the Association as the exclusive representative of all employees included in Massachusetts Labor Relations Commission Certification Case No. MCR-3995 dated April 1, 1991 and as may be subsequently modified by agreement of the parties hereto, excluding the Superintendent of Schools, Deputy Superintendent

of Schools, Assistant Superintendents of Schools, Project Director, School Building Principals as of the effective date of the Education Reform Act of 1993, managerial and confidential employees that are exempted by agreement of the parties or decision of the Massachusetts Labor Relations Commission, all Unit A personnel and all other school employees. The members of the Administrators bargaining unit shall hereinafter be referred to as "Association Members," "Administrators," "employees," or similar terminology.

## **ARTICLE II NEGOTIATION PROCEDURE**

2-01. Negotiations for the successor collective bargaining agreement shall not begin before January 2, 2009.

2-02. Any subsequent agreement will be reduced to writing and signed by the Committee and the Association.

2-03. Committee agrees to confine collective bargaining negotiations as to personnel represented by the Association exclusively with the Association so long as it remains the exclusive representative for collective bargaining of those employees encompassed in the bargaining unit as set forth in Article I of this Agreement.

## **ARTICLE III GRIEVANCE PROCEDURE**

### 3-01. DEFINITION

A "grievance" is hereby defined as a complaint by a member of the Association or group of such members of an alleged violation of this Agreement, or a dispute involving the meaning, the interpretation, or the application thereof.

### 3-02. RULES

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

B. 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 at that step.

C. A grievance that affects a group or a class of administrative or supervisory personnel represented by the Association may be submitted in writing directly to the Superintendent and the processing of any such grievance shall commence at Level Two.

D. An employee may present a grievance without representation by the Association provided that an Association representative is afforded the opportunity to be present and heard at each level of the grievance procedure and that any adjustment made shall not be inconsistent with the terms of this Agreement.

E. A grievance report form designated Appendix B, as attached, must be filed for all grievances regardless of step level, and a copy of such grievance shall be provided to the Chairperson of the Association's Grievance Committee.

### 3-03. PROCEDURE

#### LEVEL ONE

A member of the Association with a grievance, with or without the Chairperson of the Association's Grievance Committee, or its designee, shall present the grievance to his/her immediate superior in writing on a facsimile of Appendix B, as attached, within fifteen calendar days of the occurrence of the event upon which the grievance is based.

#### LEVEL TWO

- (A) In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within five (5) work days after the presentation of the grievance to the immediate superior, the grievance shall, within the next five (5) 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 five (5) workdays of his receipt of the grievance, the Superintendent shall meet with

the aggrieved employee and the Chairperson of the Association's Grievance Committee in an effort to settle the grievance.

### LEVEL THREE

In the event that the grievance shall not have been satisfactorily disposed of at Level Two, or in the event that no decision has been rendered within five (5) work days after the Level Two meeting, the Association may within five (5) work days refer the grievance in writing to the Committee on a facsimile of Appendix B, as attached. Within five (5) workdays thereafter, the Committee shall meet with the aggrieved employee and the Association's Grievance Committee in an effort to settle the grievance.

### LEVEL FOUR

In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within five (5) work days after the Level Three meeting, the Association may, within one (1) complete calendar month, refer the unsettled grievance to arbitration if a timely and proper notation and signature of the Grievant and Chairperson of the Association's Grievance Committee is made on a facsimile of Appendix B, as attached.

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 American Arbitration Association.

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

The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's decision, when made within the scope of his/her authority shall be final and binding on all parties. The costs of services of the arbitrator shall be borne equally by the Committee and the Association.

**ARTICLE IV  
CONTINUITY OF EMPLOYMENT**

4-01. The Association and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. Neither the Association nor any of its members shall, for the term of this Agreement or pending the 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**

5-01. Administrators' salaries during the term of this Agreement shall be as set forth in the Salary Schedules designated as Appendix A that are attached hereto and made a part hereof. All preexisting salary stipends and orientation day per diems which have not already been incorporated into the annual salaries shall be folded into and become a part of the annual salaries for those classifications. All salaries, including those which have been adjusted pursuant to this Agreement, shall then be increased in the manner or amounts as of the dates set forth below:

- (a) 91<sup>st</sup> day of the 2006 – 2007 school year

All salaries for all salary lanes for all classifications shall be increased by 2%.

- (b) July 1, 2007

- (1) The Assistant Early Childhood Coordinators shall be reclassified as District Support Specialists (Early Childhood) and they shall be compensated at the rate of the District Support Specialists.
- (2) The grandfathered work year of the Director of Adult Education shall be increased to 200 days and the annual base salary for the grandfathered work year shall be adjusted accordingly.

- (3) The LHS Academic Chair for Alternative Programs shall be reclassified as Alternative School Coordinator (195) and shall be compensated at the salary classification rate of Alternative School Coordinator (195).
- (4) The heading of the existing salary lane for "11 – 20 years of service" shall be changed to "11 – 15 years of service" and a new salary lane for "16 – 20 years of service" shall be inserted with salaries that are at the mid-point on all steps of the salary lanes that are immediately below and immediately above the new salary lane for "16 – 20 years of service" (i.e. the salary lanes for 11 – 15 and 21 – 25 years of service respectively).
- (5) The heading of the existing salary lane for "21 – 30 years of service" shall be changed to "21 – 25 years of service" and a new salary lane for "26 – 30 years of service" shall be inserted with salaries that are at the mid-point on all steps of the salary lanes that are immediately below and immediately above the new salary lane for "26 – 30 years of service" (i.e. the salary lanes for 21 – 25 and 31 – 35 years of service respectively).
- (6) The heading of the existing salary lane for "31+ years of service" shall be changed to "31 – 35 years of service" and a new salary lane for "36+ years of service" shall be added which will be \$1,000 greater for all steps than the corresponding steps on the salary lane that is immediately below the new salary lane for "36+ years of service" (i.e. the salary lane for 31 – 35 years of service).

(c) 91<sup>st</sup> day of the 2007 – 2008 school year

All salaries for all salary lanes for all classifications shall be increased by an additional 2%.

(d) July 1, 2008

- (1) The work year for the Housemasters at Lowell High School shall be increased by 5 days to 195 days (the school year plus



the 5 days after and the 10 days before) and their annual salaries shall be increased by 5 days per diem computed on the basis of a 190 day work year. In addition, their annual salaries will continue to be increased by one day's per diem to compensate them for their participation in the orientation day at the start of the school year which shall be incorporated into the annual base salary of the High School Housemasters in the same way that it was incorporated into the annual base salary of the Middle School Assistant Principals in the prior Agreement. The objective of this provision is to have the High School Housemasters work the same work year and be paid at the same level as the Middle School Assistant Principals.

- (2) The title of the position of Academic Department Chair at Lowell High School shall be changed to Department Chair and the salary level for the position shall be adjusted to the level of the High School Housemaster classification immediately prior to the reclassification of that position which is described in Paragraph (1) above (i.e. at a basic Master's level salary of \$83,695 as of the 91<sup>st</sup> day of the 2006 – 2007 school year).
- (3) The Board-Certified Behavior Specialist salary classification rate shall be implemented.
- (4) Prior to the application of the below-described general salary increase, \$300 shall be added to all salaries in all salary lanes beginning with the salary lane for 11 – 15 years of service. In addition, if at least 30% of the members of the Association's bargaining unit enroll in a health plan other than the Master Medical Plan prior to the end of the open enrollment period in 2008, an additional \$200 shall be added to all salaries in all salary lanes beginning with the salary lane for 11 – 15 years of service thereby bringing the total salary adjustment for all such salary lanes immediately prior to the below-described general salary increase to \$500.
- (5) All salaries for all salary lanes for all classifications shall then be increased by an additional 2%.

- (e) 91<sup>st</sup> day of the 2008 – 2009 school year

All salaries for all salary lanes for all classifications shall be increased by an additional 1%.

- (f) Last day of the 2008 – 2009 school year

All salaries for all salary lanes for all classifications shall be increased by an additional 1%.

5-02. There shall be no partial payment for credits towards a Master's degree except that being paid to those who prior to January 7, 1969 were being paid partial payment for specified credits earned toward a Master's Degree.

5-03. In recognition of regularity of professional service rendered and as an incentive to the continued regularity of such service, personnel represented by the Association who have served in the Lowell School System for a minimum period of fifteen (15) years will, upon resignation or retirement from the Department be paid an amount equivalent to one third (1/3) of their unused sick leave accumulation as of the effective date of their resignation or retirement.

Administrators who notify the Superintendent of their resignation or retirement on or before January 15<sup>th</sup> of the year in which they plan to resign or retire will have the option of receiving their sick leave redemption amount in either one of the following two ways:

- (a) In a single lump sum payment on July 1 of the year of their resignation or retirement; or
- (b) In two equal payments of 50% of the total with the first such payment being made on July 1 of the year of their resignation or retirement and with the second such payment being made six months later on the following January 1.

Administrators who do not notify the Superintendent of their resignation or retirement until after January 15 of the year in which they plan to resign or retire shall receive their sick leave redemption amount in two equal payments of 50% of the total with the first such payment being made on July 1 of the year of

their resignation or retirement and the second such payment being made one year later on the following July 1.

5-04. In recognition of regularity of professional service rendered and as an incentive to the continued regularity of such service, personnel represented by the Association who have served in the Lowell School System for a minimum of fifteen (15) years may, as an alternative to Section 5-04 of this Article V, obtain an increase in compensation in their final school year by complying with the following procedure:

Eligible personnel represented by the Association who desire to participate will notify the Superintendent of Schools, in writing, not later than January the First 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 their final school year, a sum equivalent to one third (1/3) of their unused sick leave accumulation as of the close of the school year immediately preceding their final school year of employment will be added to the salaries of such personnel represented by the Association during their final year of employment.

One third (1/3) of their accumulated sick leave as of the close of the school year immediately preceding their final retirement year will be subtracted from the accumulated sick leave of such personnel represented by the Association. Prior to the commencement of their final year, eligible personnel represented by the Association desiring to participate must agree in writing that if they fail to retire as intended (unless so prevented by death) they will repay the City of Lowell the difference between the salary which was actually received under the provisions of this Section and that which the member of the Association would have received had he, or she, not submitted their notice of intent to retire, said amount to be deducted in full from subsequent paychecks until the entire amount is repaid.

5-05. In the event a member of the Association who did not elect a retirement allowance provided in Section 5-04 of this Article dies, his or her estate shall receive the sum that would have been payable to the deceased member of the Association if he or she had lived.

5-06. In the event a member of the Association who elected the retirement allowance as provided for in Section 5-04 of this Article dies prior to the commencement of the final retirement year, or during the final retirement

year, such member of the Association's estate will be paid, in the first instance, a sum equivalent to the differential such member would have received if the entire retirement year had been worked, and in the second instance, the member of the Association's estate will be paid a sum equal to the difference between the differential actually paid to such member prior to his or her death and the amount of the differential that would have been paid to such member if he or she had worked the entire retirement year.

5-07. a. 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).

b. The Association 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.

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

d. All Longevity payments shall be frozen at the actual cash amounts paid as of June 30, 1989. Longevity payments shall be made in December of each school year.

5-08. The Fiscal Year 1991 Base Salary Adjustment Agreement, which is attached hereto as Appendix C, is hereby incorporated by reference into this Agreement.

5-09. Association members shall be compensated for In-service Training on an hourly basis. The rate of compensation shall be \$32.50 per hour.

5-10. All hourly rates for Administrators, other than the In-Service Training rate, shall be based upon each Administrator's actual hourly rate of pay which shall be determined by dividing his/her total annual salary by the number

of days in his/her specified work year and by then dividing that per diem rate by the number of hours in his/her specified work day (or by the number of hours in his/her regular work day if none are so specified). No hourly compensation shall be paid unless previously approved by the Building Principal and/or the Superintendent of Schools.

5-11. Any Administrator who performs the duties of a lead teacher or lead specialist as part of his/her responsibilities shall receive an annual stipend of \$3600 for doing so.

Any Administrator who performs the duties of adjunct faculty in the New Teacher Academy shall receive a stipend of \$2900 for each three-credit graduate level course taught (\$3900 if the Administrator possesses a doctorate degree).

5-12. In order to insure that any Administrator who serves as either a coach of an athletic team or as an advisor to a club or other extracurricular activity will be eligible to include the compensation that he/she receives for such service in his/her retirement computation base, the Coaches and Advisors Salary Schedules from the UTL contract shall be attached to this Agreement and made a part hereof.

## **ARTICLE VI INSURANCE**

### 6-01. Health Insurance

- (a) The City of Lowell shall provide three-fourths of the cost of the Master Medical, or similar plan, adopted by the City under Chapter 32B of the General Laws of the Commonwealth. The Administrators' 25% share of such premiums shall be deducted from their salaries on a pre-tax basis.
- (b) On or after July 1, 2007, the insurance plan for the members of the administrative bargaining unit 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.
- (c) 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 Association; 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 the members of the Administrators' bargaining unit as for all other City employees.

6-02. 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.

6-03. Protective Provision: The Committee and the Association agree that the insurance plans mentioned under 6-01 and 6-02 of this Article now in effect for personnel represented by the Association shall continue as to benefits and costs to the employees encompassed therein with the understanding however, that any increase in benefits or lessening of employees' cost in any other City Department will inure to the benefit of the personnel represented by the Association.

6-04. Members of Association who have been subject to reduction in force may maintain Blue Cross and Blue Shield medical coverage as long as it is allowed by law and is at no cost to the City of Lowell.

## **ARTICLE VII PENSIONS**

7-01. The Committee and the Association agree that all provisions of the Massachusetts Teachers Retirement Plan shall be made part of this Agreement.

## **ARTICLE VIII SICK LEAVE AND LEAVES OF ABSENCE**

8-01. 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, except as provided otherwise by this Agreement, not used in the year or service for which it is granted shall have unlimited accumulation. Sick leave may be used at any time during the Administrator's work year.

8-02. As to personnel represented by the Association, other than per diem substitutes or casual personnel represented by the Association, employed as of the first day in September of any given school year, the sick leave allowance as provided for in Section 8-01 of this Article shall be granted in its entirety as of such first work day in September. As to applicable personnel represented by the Association employed subsequent to the first work day of September of any given school year, the fifteen (15) day sick leave allowance shall be allowed on a pro-rated basis computed in relation to the time remaining between the employee's date of employment and the close of the school year and, in such computation, personnel represented by the Association initially employed after the fifteenth of any month shall have such month of initial employment excluded from such pro-rated computation.

8-03. In addition to the regular fifteen (15) day cumulative sick leave allowance referred to in Section 8-01, personnel represented by the Association 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 any time.

8-04. In addition to personal injury or illness, the sick leave allowance as set forth in Section 8-01, Section 8-02, and Section 8-03 may be used for any reason approved by the Superintendent whose decision thereon shall be final and binding.

8-05. Further, in addition to the regular sick leave provisions as provided for in this Article, there shall be allowed to personnel with professional status represented by the Association 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 180 days.

8-06. Eligibility for such extended sick leave allowance shall be determined by a three member medical panel comprised of one physician selected by the Committee, one physician selected by the applicant, and the third

physician selected by the other two physicians first selected. Such medical panel must, by a majority vote, certify that the illness of the applicant is one that is likely to require a medically approved absence from school duties for a protracted period of time.

8-07. Any Administrator 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 an Administrator is incapacitated as a result of a workplace assault, he/she shall be compensated by the School Committee for the difference between the worker's compensation rate and the Administrator's normal rate of pay without regard to the Administrator's sick leave benefits.

8-08. At the conclusion of each school year, each Administrator, at his/her option, may "buy-back" sick leave days in the following manner:

<u>Sick Days Taken</u>	<u>Buy-Back</u>
0	Up to 5 days
1	Up to 4 days
2	Up to 3 days
3	Up to 2 days
4	1 day

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

8-09. The Superintendent may direct any Administrator who uses either twenty-five (25) consecutive school days of sick leave or fifty (50) school days of sick leave within a sixty (60) school day period to submit for review the issue of whether or not the sick leave is for a legitimate medical reason. The Administrator and the School Committee shall each designate a physician to make that determination. If the two physicians do not agree, the matter shall be referred to a third physician whom those two physicians shall elect and that third physician's decision shall be binding on the question of whether or not the illness of the Administrator is medically approved to justify further use of sick leave by the Administrator. This provision will not apply to Administrators who have been diagnosed and/or are being treated for a long term serious physical illness for which documentation has been provided.



8-10. PERSONAL LEAVE: Personnel represented by the Association shall be allowed two (2) days of paid personal leave per year. The Association member shall request such leave twenty-four (24) hours before the absence occurs whenever possible. 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 or between July 1<sup>st</sup> and the first scheduled school day for students. Such leave shall not be cumulative from year to year. Any member of the Association who chooses not to utilize his/her personal days during any given school year shall have the unused personal leave days added to his/her accumulation of unused sick days.

Notwithstanding the prohibition in the preceding paragraph against taking personal leave days on the day prior to or the day after a holiday or vacation or between July 1<sup>st</sup> and the first scheduled day for students, a personal day may be taken on any such day provided (1) that a timely advance request specifying a valid reason for the request is submitted to the Superintendent or his designee and (2) that the Superintendent or his designee approves the request. The decision of the Superintendent or his designee on any such request shall be final and shall not be subject to the grievance and arbitration procedure.

8-11. BEREAVEMENT LEAVE: Personnel represented by the Association 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 is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or 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. The foregoing definition of immediate family shall also include all step-children, step-parents and step-siblings. In addition, one (1) day with pay will be granted in the event of the death or serious illness of an aunt, uncle, niece or nephew of either the employee or spouse thereof.

In the event that the United Teachers of Lowell should subsequently agree to a reduction in the number of bereavement days for members of the immediate family, then the same reduction shall be applicable to this Agreement under the same terms as may be agreed upon by the United Teachers of Lowell and the Committee.

8-12. RELIGIOUS LEAVE: Personnel represented by the Association shall be allowed leave with pay, where applicable, up to three (3) days a year for Jewish or one (1) day a year for Orthodox High Holy days, upon request seasonably made of the Superintendent.

8-13. DELEGATIONS: When a member of the Association, including one retired from the Lowell School System, dies, the Association shall have the right to designate one (1) person to attend such funeral as part of an official delegation. The Superintendent shall be informed of this designation. Personnel designated by the Association attending such funerals will be entitled to time off with pay to do so, but shall return to work within one-half hour after the funeral ceremony. Exceptions to these limitations must be approved by the Superintendent.

## **ARTICLE IX MATERNITY AND ADOPTION LEAVE**

9-01. Maternity leave will be granted to any pregnant member of the Association upon written request made to the office of the Superintendent of Schools accompanied by a physician's certificate attesting to the fact of pregnancy. The effective date of such leave shall be at the discretion of the member of the Association provided that she has the ability to perform to the fullest all aspects of her job while pregnant. Any dispute as to such ability to so perform will be satisfied by the affected member represented by the Association submitting to the Superintendent's office a medical certificate attesting to her ability to physically perform her administrative duties.

9-02. An Association member may resume employment after the termination of pregnancy by providing a physician's certificate to the Superintendent. Such certificate must indicate that the member of the Association is physically able to resume her administrative duties. The Superintendent shall have the right to have a physician of his choice conduct a health examination of such member to confirm the certification of the member's physician.

9-03. The maximum duration of any maternity leave shall be, at the election of the member of the Association, the September the First following the inception of the leave or the September the First following the child's first birthday. Failure to return at the termination of maternity leave shall be considered as an automatic resignation on the part of the member of the Association so failing to return.

9-04. A member of the Association on maternity leave is entitled to use her sick leave days 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 (12) week period in the event of a disability from the pregnancy, birth or delivery.

9-05. Upon the expiration of whichever maternity leave period is the later, 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 the part of such member of the Association.

9-06. ADOPTION/CHILD REARING LEAVE: Up to one year leave, without pay, will be granted to a member of the Association upon request, for the purpose of either child-rearing or adoption. 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 during the period of the leave, 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 the unpaid leave, an employee who has adopted a child shall be entitled to the same paid leave benefits as set forth in Section 9-04 above.

## **ARTICLE X SABBATICAL LEAVE**

10-1. 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 Association who have completed at least six consecutive years of administrative experience in the Lowell Public School System.

10-2. Prior to the granting of such a Sabbatical Leave, the applicant shall enter into a written agreement with the Committee that, upon the termination of such leave, the applicant 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, the applicant will refund to the City of Lowell an amount equal to such proportion of salary received by the applicant on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

10-3. 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 Fifteenth of the school year preceding the school year for which the Sabbatical Leave is requested.

10-4. Not more than one Sabbatical Leave of absence may be granted for any school year. In case there is more than one applicant for a particular 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 and his decision thereon shall be final and binding and not subject to the grievance procedure of this Agreement.

10-5. 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 such recipient's program.

10-6. Recipients of Sabbatical Leave shall retain professional status and all other prescribed rights or benefits which would otherwise be theirs if they were actually administrating in the Lowell Public Schools during the period of leave.

10-7. 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.

10-8. A Sabbatical Leave of absence shall not be granted for less than one full semester nor for more than one full school year.

10-9. Recipients on Sabbatical Leave 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.

10-10. Nothing in this Sabbatical Leave policy is to be interpreted as guaranteeing a Sabbatical Leave of absence to any member of the Association.

**ARTICLE XI  
EXPENSE REIMBURSEMENT**

11-01. Members of the Association whose duties entail travel to various schools in the course of their work day shall, upon submission of prescribed monthly vouchers that are approved by the Superintendent or designee, be reimbursed for said travel at the then-current Internal Revenue Service mileage rate.

11-02. Association members 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 Arts Magnet School and Clement G. McDonough City Magnet School.

11-03. Administrators will be reimbursed for parking expenses incurred in connection with training or programs that are held at the Central Office. The School District will make efforts to conduct such meetings at other locations where there will not be any parking expense.

**ARTICLE XII  
POSTING POSITIONS**

12-01. Whenever any vacancy or newly created position which is construed by the Committee to be permanent in nature occurs in any member of the Association's position, the Committee shall cause to be published a written notice of such vacancy setting forth the job requirements, job description and salary and time for filing applications. Said notice shall be delivered to the President of the Association whose responsibility shall be to have copies of said notice posted in all school buildings. Except during the months of July and August, no such vacancy shall be filled earlier than upon the expiration of twenty (20) calendar days from the date of delivery of such notice to the President of the Association.

12-02. Should the Committee change any of the eligibility requirements, qualifications and/or duties of the posted position, the vacancy shall be reposted pursuant to this article.

12-03. Any member of the Association possessing the necessary qualifications may apply for such vacancies and all position applicants shall be considered when eligible. All applications shall be in writing and shall set forth the position for which the applicant is to be considered.

12-04. No such vacancy shall be filled during the months of July and August earlier than upon the expiration of ten (10) business days (two calendar weeks exclusive of legal holidays) from the date on which the Personnel Office emails or faxes the notice of a summer posting to the President of the Association or his/her designee.

**ARTICLE XIII  
SCHOOL YEAR WORK AND PAYMENTS SCHEDULE**

13-01. The school year and work day for all members of the Association will be as set forth in the chart which appears in Section 13-02.

13-02. (1) The work year and work day for all administrative classifications are as set forth in the chart below. However, incumbents as of the date of the ratification of the Memorandum of Agreement for the 2002 – 2004 contract (dated April 2, 2003) in those classifications which have a shorter work year in parentheses immediately following the specified work year shall be “grandfathered” at that shorter work year for as long as they remain employed in those classifications unless they voluntarily agree to work the longer specified work year for which a higher salary is paid for working the longer work year in those classifications.

Position	Work Year	Work Day
<b>Director of:</b>		
Adult Education	215 (200)	8 hrs
Athletics/Physical Education	215	8 hrs
Educational Technologies and Media	215	8 hrs
Lowell Teacher Academy	215	8hrs
Special Education	215	8hrs
Title I	215	8hrs

<b>Position</b>	<b>Work Year</b>	<b>Work Day</b>
<b>Coordinator of:</b>		
Early Childhood Education	215	8 hrs
Educational Television	212	8 hrs
Extended Time and Special Projects	215	8 hrs
Guidance	212	8 hrs
Induction Programs	212	8 hrs
Mathematics	212	8 hrs
Parent Information Center	212	8 hrs
Professional Development	212	8 hrs
Reading/Language Arts	212	8 hrs
Research, Testing and Assessment	212	8 hrs
School Improvement and Accountability	212	8 hrs
Services for English Language Learners	212	8 hrs
<b>Other District Wide Positions:</b>		
Assistant Director for Special Education	200	8 hrs
Board-Certified Behavior Specialist *	190	7 hrs, 10 min
District Support Specialist *	195	7 hrs, 10 min
Evaluation Team Chairperson *	190	7 hrs, 10 min
Mathematics Specialist *	190	7 hrs, 10 min
School Psychologist *	190 (180)	7 hrs, 10 min
Social Worker *	190 (180)	7 hrs, 10 min
Specialist for English Language Learner Research and Testing	212	8 hrs
Attendance Officer *	180	7 hrs, 10 min
<b>School-Based Positions</b>		
Alternative School Coordinator	195 (190)	7 hrs, 10 min
Assistant Principal – Elementary School *	195	As per 27-02
Assistant Principal – Middle School *	195	As per 27-02
Behavior Specialist *	190	7 hrs, 10 min
Guidance Counselor *	190	7 hrs, 10 min
Instructional Specialist *	190	7 hrs, 10 min
Library Media Specialist *	180	7 hrs, 10 min
Literacy Specialist *	190	7 hrs, 10 min
Management Information Specialist *	190	7 hrs, 10 min
Reading Specialist *	190	7 hrs, 10 min
Social Worker *	190 (180)	7 hrs, 10 min

<b>Position</b>	<b>Work Year</b>	<b>Work Day</b>
<b>Lowell High School Positions</b>		
Crisis Intervention Specialist *	190	7 hrs, 10 min
Coordinator of Student Support Services	205	As per 27-02
Coordinator of Testing and Assessment	212	7 hrs, 10 min
Department Chairperson *	195	As per 27-02
Director of Curriculum and Instruction	205	As per 27-02
Director of McDonough Freshman Academy *	195	As per 27-02
Discipline and Operations Specialist *	195	7 hrs, 10 min
Housemaster *	195	As per 27-02
Master	205	As per 27-02
Student Support Specialist *	195	7 hrs, 10 min
Student Support Services Specialist *	195	7 hrs, 10 min

\*Work year includes one (1) additional day for Orientation with one day's per diem incorporated into the annual salary for these classifications as per Section 13-03.

- (2) Personal days shall not be taken during the period between July 1 and the first scheduled school day for students in September, but sick leave days may be taken during such period.
- (3) For any administrative classification with a 180 day work year, the work year shall consist of 185 scheduled school days with 180 of such days to be worked.
- (4) The twenty-five (25) days beyond the school year in the High School Master's work year shall be scheduled as follows:
  - a. The five (5) days immediately after the end of the school year.
  - b. Five (5) days during the month of July to be scheduled by agreement between the Headmaster and the Master.
  - c. The ten (10) days prior to the start of the school year that begin with the Leadership Academy.



- d. Five (5) additional days beyond the school year to be scheduled by agreement between the Headmaster and the Master.
- (5) The 195 day work year for the Elementary School Assistant Principals, the Middle School Assistant Principals, the High School Housemasters and the Director of the McDonough Freshman Academy shall consist of the ten (10) days immediately prior to the start of the school year, the 180 day school year and the five (5) days immediately after the end of the school year.
  - (6) The 195 day work year for the District Support Specialists shall consist of the ten (10) days immediately prior to the start of the school year, the 180 day school year and the five (5) days immediately after the end of the school year.
  - (7) The ten (10) extra days in the 190 day work year of the Literacy Specialists (K-4) and the Instructional Specialists (5 – 12) shall be scheduled on dates that are mutually agreed to on an individual basis by each such Specialist and his/her Building Principal. In the event that any Literacy or Instructional Specialist and his/her Building Principal cannot agree upon the dates on which those ten (10) extra days shall be scheduled, they shall be scheduled for the five (5) days immediately prior to the start of the school year and the five (5) days after the end of the school year.
  - (8) The 190 day work year for the Behavior Modification Specialists shall consist of the five (5) days immediately prior to the start of the school year, the 180 day school year and the five (5) days immediately after the end of the school year.
  - (9) The 190 day work year for the Guidance Counselors at both the Middle Schools and the High School shall consist of the five (5) days immediately prior to the start of the school year, the 180 day school year and the five (5) days immediately after the end of the school year.
    - (a) The Coordinator of Student Support Services at Lowell High School may request that a Guidance Counselor at the High School alter his/her work hours and work days so that

he/she can be available to meet with parents and students outside of the regular work day or work year; for example,

- i. for three (3) hours a day during days beyond their normal work year; or
  - ii. from the close of school to 6:30 p.m.
- (b) In those cases in which a Guidance Counselor accepts the request of the Coordinator of Student Support Services, the Coordinator and the Guidance Counselor will agree upon a corresponding number of hours during the regular work day and/or regular work year when the Counselor will be excused for work. The option of whether or not to accept the Coordinator's request to alter his/her work days or work hours is entirely at the discretion of the Guidance Counselor and no adverse action shall be taken in the case of a Guidance Counselor who exercises his/her option not to accept the Coordinator's request.
- (c) The foregoing compensatory time off provision will not be applicable to major high school events in the evening in which the participation of Administrators and Guidance Counselors is expected but not mandated; examples of such events would be College Fairs, Honors Night and Financial Aid Night. However, compensatory time off will be granted to College Relations Guidance Counselors for evening work that is specific to their role and for which College Relations Guidance Counselors have major organizing responsibility; examples of such events are Scholarship Night, Financial Aid Night and College Fairs. In other words, Guidance Counselors who plan, organize and coordinate college relations night activities will continue to receive compensatory time off for such planning, organizing and coordinating whereas those other Guidance Counselors who are expected, but not mandated, to attend such events will not, in accordance with the existing established practice, receive compensatory time off for their attendance at such events.

- (10) The work year for all other classifications with a work year of 190 days or more shall, unless otherwise specified herein, be scheduled in accordance with the existing practice.

13-03. All Administrators shall be required to work on one (1) Orientation Day prior to commencing their regular work schedules. All Administrators whose contractual work year is 195 days or less have had one (1) day's per diem salary added to their annual salaries on the Administrative Salary Schedules in Appendix A in order to compensate them for the Orientation Day. All other Administrators whose contractual work year is more than 195 days shall have the Orientation Day counted as one of the work days in their contractual work year.

13-04. All Association members shall have the following salary payment options:

- a. To be paid in fifty-two (52) equal weekly installments throughout the course of the year, beginning with the week they first report to work for the school year.
- b. To be paid in fifty-two (52) equal weekly installments throughout the course of the year as per the preceding section, but with the option of receiving the balance of their salary due as of June 30 on the nearest payroll date to July 1 of any given year, provided that a written request for such payment is submitted to the Payroll Department in the Superintendent's Office prior to April 30 of any such year.

13-05. In addition, Association members who work 180 days shall have the further option of being paid in forty-two (42) equal weekly installments beginning with the week they first report to work for the school year.

13-06. When a member of the Association leaves the Lowell School System under any circumstance, he or she or the Administrator of his or her estate will be paid that proportion of the member of the Association's salary as the total number of actual days of such member of the Association's service bears to the total number of actual days in such member's school year.

13-07. Assistant Principals, Housemasters and the Director of the McDonough Freshman Academy shall report to work for ten (10) working days

prior to Orientation Day of the pending school year and shall be under the direction of the Superintendent during this period. It is expressly agreed that personal leave shall not be applicable to Assistant Principals, Housemasters and the Director of the McDonough Freshman Academy during this period; however, sick leave days may be taken during this period.

13-08. Personnel represented by the Association who are required to work beyond their regularly scheduled work year shall be paid on a per diem basis, with the prior written consent and approval of the Superintendent.

13-09. Twelve-month Administrators shall have thirteen (13) paid holidays per year consisting of the eleven (11) legal holidays, Good Friday and the day after Thanksgiving.

13-10. The workday on the day before Thanksgiving for all Central Office and other non-school based Administrators shall end by no later than 12:00 noon.

13-11. All school-based members of the administrative bargaining unit are expected to attend nine (9) school or department faculty meetings and one (1) Superintendent faculty meeting per year for a total of ten (10) such meetings per year.

13-12. All Administrators will attend one (1) additional parent meeting. This additional meeting will be scheduled for a duration of one (1) hour and will be scheduled within fifteen (15) minutes of the usual work day as determined by each Administrator's Principal or Supervisor.

#### **ARTICLE XIV OTHER LEAVES OF ABSENCE**

14-01. Members of the bargaining unit shall also be granted an unpaid leave of absence for up to a maximum of three (3) years for such purposes as service in the Military, Peace Corps, Job Corps or Vista or for any other purpose that may be approved by the School Committee.

14-02. Notwithstanding the foregoing, any Administrator who is a member of the Armed Forces Reserves or National Guard shall be granted up to seventeen (17) days paid leave of absence each year while on training or when called to active duty for emergency service with his/her Reserve or National Guard unit.

14-03. Upon his/her reasonable return from any such leave of absence, an Administrator shall either be offered the same position that he/she occupied when the leave began if it is available or, if it is not, he/she shall be offered a position that is as reasonably comparable to the one occupied when the leave began as is available. Any more beneficial applicable federal law shall supersede this section.

**ARTICLE XV  
PROTECTION AND INDEMNIFICATION**

15-01. Members of the Association will immediately report in writing to the Superintendent of Schools all cases of abusive conduct and torts suffered by them in connection with their employment and the Committee shall provide indemnification whenever any member of the Association shall become eligible therefor under the provisions of Chapter 258 of the General Laws of the Commonwealth as most recently amended.

**ARTICLE XVI  
USE OF SCHOOL FACILITIES**

16-01. Subject to the rules established by the Committee for Use of School Facilities, members of the Association will have the same right as other organizational groups of not being subject to charges for use of school facilities.

16-02. Members of the Association shall be allowed the use of school facilities without a waiting period when their requests for such use are approved by the Superintendent.

**ARTICLE XVII  
PROFESSIONAL EXPENSES AND STIPENDS**

17-01. The Committee agrees to continue its present policy of reimbursing reasonable expenses (including meals, lodgings, and/or transportation and fees) incurred by members of the Association who, by vote of the Committee, attend workshops, seminars, conferences or other professional improvement sessions.

17-02. Tuition reimbursement of up to \$500.00 will be paid to members of the Association taking in-service courses in a related field at an accredited college or university of their choice, approved in advance by the Superintendent. This

tuition reimbursement of up to \$500.00 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 proof of successful completion of such course(s). Association members will have the choice of taking in-service course(s) and/or course(s) at an accredited institution.

**ARTICLE XVIII**  
**ASSOCIATION SECURITY - DUES/AGENCY FEE CHECKOFF**

18-01. The Association shall have the exclusive right to the checkoff and transmittal of Association dues on behalf of each employee.

18-02. An employee may consent in writing to the authorization of the deduction of Association dues from his/her wages and to the designation of the Association as the recipient thereof. Such consent shall be in a form acceptable to the Committee, and shall bear the signature of the employee. An employee may withdraw his/her Association dues check-off authorization by giving at least sixty days notice in writing to the Committee.

18-03. An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Association as the recipient thereof.

18-04. The Committee shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and shall transmit such funds to the Treasurer of the Association together with a list of employees whose dues or agency fees are transmitted.

18-05. Each employee who elects not to join or maintain membership in the Association shall be required to pay as a condition of employment, beginning thirty days following the commencement of his/her employment or the effective day of this Agreement, whichever is later, a service fee to the Association, in any amount that is equal to the amount required to become and remain in good standing of the Association, all as provided in General Laws c. 150, s.12.

18-06. The Association shall reimburse the Committee for any expenses, including but not limited to wages, cost of litigation and legal fees incurred as a result of being ordered to reinstate an employee terminated at the request of the Association for not paying the agency fee. The Association will intervene in and defend any administrative or court litigation concerning the propriety of such

termination for failure to pay the agency fee. In such litigation the Committee shall have no obligation to defend the termination.

18-07. Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Committee to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the termination of employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

18-08. The Committee agrees to withhold from Association members' salaries deductions for a credit union approved by the Association as said members of the Association in writing individually and voluntarily authorize the Committee to deduct.

## **ARTICLE XIX PRINTING AGREEMENT**

19-01. The Committee and the Association will share equally the cost of printing copies of this Agreement, a copy of which shall be given to each member of the Association by the President of the Association and not less than one hundred (100) copies shall be given to the Central Administration.

## **ARTICLE XX REDUCTION IN FORCE**

20-01. In the event that the School Committee contemplates reducing the number of Administrators because of financial limitations, a decline in pupil enrollment or any other reason, it shall provide the Association with written notice of that fact before March 15<sup>th</sup> of the school year prior to the contemplated reduction or, in the case of an emergency situation, as soon thereafter as possible. Thereafter, if requested to do so by the Association, the School Committee will engage in discussions with it with respect to any such proposed reduction.

20-02. If, following such discussions, it is determined that some reduction is still necessary, every effort will be made to accomplish any such reduction by normal attrition.

20-03. If any such required reduction cannot be accomplished by normal attrition, the following procedures shall govern:

1. For the purposes of this Article, the following are the classifications in the administrative bargaining unit in the Lowell School Department:

High School Housemaster

Middle School Assistant Principal

Elementary School Assistant Principal

Guidance Counselor

Social Worker

Psychologist

Evaluation Team Chairperson

Department Chair

Librarian/Media Specialist

Behavior Modification Monitor

Attendance Officer

District Support Specialist (Early Childhood)

District Support Specialist (English Language Learner Services)

District Support Specialist (Student Services)

District Support Specialist (Student Support Services)

Instructional Specialist



Literacy Specialist

Reading Specialist

Any other Multiple Position Classification

All other positions in the bargaining unit shall constitute a separate classification since there is only a single position within each such classification.

2. For the purpose of this Article, seniority is defined as the length of continuous service within the Lowell School Department, whether as a member of Unit A or Unit B. An Administrator's seniority shall include all time from the date of his/her first employment in a teaching or administrative position in the Lowell School Department, including any time spent on a paid leave of absence. Time spent on an unpaid leave of absence shall not be included in the computation of seniority, but such unpaid leave of absence shall not result in a break in seniority.
3. No Administrator with professional status in a given administrative classification shall be reduced from that classification if there is someone who does not have professional status employed in that classification.
4. If all Administrators within a given classification have professional status in that classification, the reduction will take place on the basis of seniority with the Administrator in that classification with the least seniority being the one who is reduced from it. If two or more Administrators in a given classification have the same seniority date, then the Administrator who has served in that particular classification for the longest period of time shall be deemed to have the greatest seniority.
5. Any Administrator who is reduced from his/her classification shall be given written notification of his/her reduction and of the classification to which he/she will be reassigned by June 15<sup>th</sup> of that school year.
6. Except in the case of a financial emergency resulting from the City's

reduction of previously appropriated funds from the School Department's budget during the course of a school year, any such reduction shall take effect as of the last day of the school year and the affected Administrator shall be paid his/her full salary for that year by June 30<sup>th</sup>.

7. Any Administrator who is reduced from his/her classification who has previously served for at least three (3) complete years (measured from the date of appointment) in another classification in the bargaining unit which is equal to or lower in salary than the classification from which he/she has been reduced may return to that previously held classification provided that there is an incumbent in that previously held classification who has less seniority than the reduced Administrator. The displaced Administrator shall then have the same right to return to any equal or lower rated administrative classification in the bargaining unit in which he/she has previously served for at least three (3) such complete years provided that there is an incumbent with less seniority in that previously held classification. The second and any subsequently displaced Administrator shall also have the same right to return to a previously held classification.
  
8. Any Administrator who is either reduced or displaced from the administrative bargaining unit pursuant to either of the two preceding paragraphs shall have fall-back rights to any Unit A position for which he/she is certified and otherwise qualified to fill based upon his/her Unit A seniority only. If any such Administrator does not have Unit A seniority to fall-back to or to be recalled to a Unit A position, then he/she shall, throughout the length of his/her recall period, be included among the three referrals that are made by the Deputy Superintendent for Personnel to the Principal of any school in which an opening develops in a teaching position to which no laid off member of Unit A has recall rights provided that he/she is certified and otherwise qualified to fill that position. Included among the requirements to be included among the three such referrals is the Administrators' inclusion on the Teachers Eligibility List of the Lowell Public Schools for that particular position. Any reduced Administrator who is appointed to any such open or vacant position pursuant to this section shall, if he/she has nine (9) or fewer years of service in the Lowell Public

Schools, be placed on the maximum step of the Teachers Salary Schedule for his/her appropriate educational lane, provided that the maximum salary is less than the salary of his/her last held administrative classification; however, if the maximum Teacher's Salary for his/her appropriate educational lane is greater than the salary of his/her last held administrative classification, then he/she shall be placed on that step of the Teachers Salary Schedule for his/her educational lane that is either equal to or immediately above the salary of his/her last held administrative classification. If such reduced Administrator has ten (10) or more years of service in the Lowell Public Schools, then he/she shall be eligible for the salary maintenance ("red line") provision that is set forth in Section 20-04 below if it would be to his/her advantage.

20-04. Any Administrator who is reassigned to a lesser paid administrative classification or to a teaching position shall continue to be compensated at his/her prior administrative salary level until such time as the salary of the classification to which he/she has been reassigned equals or exceeds his/her prior administrative salary level.

20-05. Any Administrator who is laid off from employment in the Lowell School Department as a result of a reduction in force shall have the right to maintain the group health and life insurance coverage that is provided for in this Agreement at his/her own expense for a period of eighteen (18) months following his/her layoff or for whatever other period is provided under state or federal law.

20-06. Administrators who are reduced from their administrative classification pursuant to this Article shall have the right to be recalled to the same administrative classification from which they were reduced in the reverse order of their reduction from that classification. This right of recall shall remain in effect for a period of four (4) years from the date of the Association member's reassignment or layoff.

20-07. Administrators with recall rights will be notified of their option to exercise such recall rights by certified mail, return receipt requested, sent to their last address on file with the Lowell School Department. There shall be no limit on the number of recall notices that can be sent to an Administrator during his/her four (4) year recall period.

20-08. No new personnel shall be appointed to any administrative classification to which a reduced Administrator has recall rights as set forth above.

## **ARTICLE XXI TRANSFERS**

21-01. Involuntary Transfers: The Superintendent of Schools may transfer an Administrator to an open position in the classification in which he/she is employed. Reasons for this transfer will be specified to the Administrator in writing before the transfer occurs. Opportunity will be provided for the Administrator and his or her representative to meet with the Superintendent prior to the time for this transfer to take effect.

21-02. Voluntary Transfers: Any Administrator requesting a transfer to an open position in the classification in which the member is now employed shall make such request in writing to the Superintendent of Schools. To effectuate a voluntary transfer, this request must receive the recommendation of the Building Principal, and the transfer request must then be approved by the Superintendent of Schools. For any given position, voluntary transfer requests will be acted upon first.

## **ARTICLE XXII AVAILABILITY**

22-01. Due to the necessary interaction with Administrators by all personnel of the School Department and by parents, students, and the public, Administrators shall be available, at mutually agreeable times and on a reasonable basis after the conventional school day for such dialogue, at the request of the Superintendent of Schools.

22-02. Administrators recognize that their responsibilities and conduct are not determined by prescribed hours and conditions. As professionals, their effectiveness and productivity are not correlated to time. They have an obligation to perform the directed and implied duties of their positions and each of them will expend the time and effort necessary to effectually achieve the goals and purposes of the Lowell School Department.

**ARTICLE XXIII  
WORKERS COMPENSATION**

23-01. Administrators shall be covered by provisions of the Worker's Compensation Act and shall be eligible for all benefits contained therein.

23-02. An Administrator who is out of work due to a compensable injury or illness shall have the option of applying that portion of his/her accumulated sick leave that, when added to his/her Worker's Compensation benefits, will equal his/her regular salary.

**ARTICLE XXIV  
EVALUATION**

24-01. The primary purpose of the evaluation rating process for members is the improvement of instruction and the efficient operation of the school system. Evaluation is that phase of the process by which an administrator or supervisor formally or informally appraises an employee's performance primarily for the purpose of providing direction and bringing about improvement. Rating is that phase of the process by which an administrator or supervisor formally assesses, according to a predetermined instrument and schedule, the extent to which the employee has attained the goals or standards of his assignment.

24-02. The evaluation procedure has been established in accordance with M.G.L. Chapter 71, Section 38 as amended by Sections 38-40 of Chapter 71 of the Acts of 1993. This evaluation procedure is contained in the Administrators Evaluation Handbook.

**ARTICLE XXV  
DISCIPLINE**

25-01. No member of the bargaining unit will be disciplined without just cause.

**ARTICLE XXVI  
PERSONNEL FILES**

26-01. An Administrator shall have the right, upon written request, to review the contents of his/her own personnel file within 24 hours of the receipt of

a request. Such review shall be performed in the presence of the Superintendent or his designee. The Administrator shall have the right to copy the contents of his/her file at his/her expense.

## **ARTICLE XXVII WORKDAY**

27-01. The length of the work day for all administrative classifications is set forth in the work day and work year chart which is incorporated in Section 13-02.

27-02. Where an administrative classification is listed on the chart in Section 13-02 as being "27-02," it means that the Administrators in that classification will be expected to adjust their workday as necessary in order to get the job done.

## **ARTICLE XXVIII TITLE I ADMINISTRATORS**

28-01. Effective as of July 1, 2004, the three Title I Facilitators were reclassified as District Support Specialists and they began working a 195 day work year at the adjusted salary level for the District Support Specialists that is provided for in this Agreement. Their seniority, professional status and all other statutory and/or contractual rights and benefits as Title I Facilitators were carried over intact into their new classification as District Support Specialists.

28-02. The professional roles and responsibilities of the Title I Director and the one Facilitator who is still assigned to the Title I Program shall continue to be discussed with the Deputy Superintendent as they evolve to meet the changing needs of the School Department.

## **ARTICLE XXIX PROFESSIONAL DEVELOPMENT**

29-01. Upon at least three (3) months' notice, an Administrator's Principal or other immediate supervisor may require the Administrator's attendance at up to twenty (20) hours of professional development per year. In those cases in which an Administrator has more than one (1) immediate supervisor, the Superintendent will designate one of the Administrator's supervisors as the only

supervisor who can require his/her attendance at professional development sessions pursuant to this Article.

29-02. Participation in such professional development sessions can only be required at the following times:

- (a) For up to two (2) hours after school on a regular school day; such sessions will begin reasonably contiguous to the end of the school day, generally within one-half (1/2) hour thereof.
- (b) For those Administrators whose regular work year is 180 days, for up to four (4) hours a day either during the five (5) week days (exclusive of legal holidays) immediately after the end of the school year or during the five (5) week days (exclusive of legal holidays) immediately prior to the start of the school year.
- (c) For all other Administrators, for up to four (4) hours a day during the five (5) week days (exclusive of legal holidays) immediately prior to the start of the school year.

29-03. In any instance in which an Administrator cannot participate in a professional development session of any kind due to an essential prior commitment and he/she is unable to arrange a reasonable accommodation with his/her Principal or immediate supervisor, the Administrator may appeal directly to the Superintendent or his/her designee.

29-04. Attendance at all professional development sessions of any kind shall be compensated at the hourly rate for In-Service Training that is set forth in Section 5-10 of Article V.

## **ARTICLE XXX**

### **SUPERINTENDENT/EXECUTIVE BOARD MEETINGS**

30-01. Regular monthly meetings of the Superintendent and the Association's Executive Board shall be held to discuss matters of mutual concern regarding educational, professional, contractual and other employment issues.

30-02. In order to help alleviate the working conditions of the Guidance Counselors in the Middle Schools, the Superintendent, as part of this Agreement, will request that the School Committee appropriate the funds necessary to

employ clerical workers to assist the Guidance Counselors at the seven largest Middle Schools. If the School Committee fails to appropriate the funds necessary for this purpose, ways and means of reducing or evening out the workload of the Guidance Counselors shall be discussed during the monthly meetings of the Superintendent and the Executive Board that are provided for in the preceding section.

## **ARTICLE XXXI JOINT STUDY COMMITTEES**

31-01. The parties agree to establish separate Joint Study Committees for the following issues or purposes:

- (1) To examine replacing all or a portion of the sick leave buyback program that is set forth in Section 5-04 with a long-term disability program and/or to examine other options or alternatives.
- (2) To develop a model for an extended day program with the goal of ratification and implementation of a model at (a) selected school(s) before the expiration of this Agreement.
- (3) To complete the work of the previously established Joint Study Committee to improve the evaluation process for Administrators by March 31, 2008 and to bring a joint recommendation to the School Committee and the Administrators Association for ratification by no later than July 1, 2008.

31-02. The Superintendent shall keep the Administrators Association informed about discussions that take place during the term of this Agreement in Joint Study Committees convened with other bargaining units that may be dealing with the issues that have either a direct or an indirect or a mixed direct and indirect impact upon either the working conditions and/or the manner of the exercise of professional duties and responsibilities of the members of the administrative bargaining unit. Whenever the Superintendent and/or the Administrators Association is of the good faith belief that the discussions in any such Joint Study Committee have reached the point at which it would be appropriate and feasible to have a representative of the Administrators Association at such discussions, the Superintendent shall make arrangements for



such representation subject to the agreement of the bargaining unit that is involved in that particular Joint Study Committee.

**ARTICLE XXXII**  
**EFFECT OF AGREEMENT**

32-01. The Committee and the Association mutually agree that the terms and conditions set forth in this Agreement constitute the entire Agreement between the parties hereto and that full opportunity was afforded each party for a full discussion of all matters coming within the purview of Section 6 of Chapter 150E of the General Laws of the Commonwealth, and that this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties by an amendment hereto.

32-02. 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 affected by the deleted Articles, Sections, or Clauses.

IN WITNESS WHEREOF, the parties to this Agreement have caused their presents to be executed by their agents hereunto duly authorized on this \_\_\_ day of \_\_\_\_\_, 2008.

LOWELL SCHOOL COMMITTEE

LOWELL SCHOOL ADMINISTRATORS  
ASSOCIATION

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