

**I. MEMORANDUM OF AGREEMENT
BETWEEN THE
LOWELL SCHOOL ADMINISTRATORS ASSOCIATION
AND THE
LOWELL SCHOOL COMMITTEE
FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENTS
JULY 1, 2016 – JUNE 30, 2017
AND
JULY 1, 2017 – JUNE 30, 2020**

Having bargained collectively pursuant to Chapter 150E of the General Laws, the Lowell School Committee ("the School Committee") and the Lowell School Administrators Association ("the Administrators Association") hereby agree to extend their July 1, 2014 – June 30, 2016 Collective Bargaining Agreement with the modifications that are set forth below:

1. Term of Contract (Preamble, p. 1)

- A. This settlement shall consist of a one (1) Contract for the period of July 1, 2016 – June 30, 2017 and a three (3) year Contract for the period of July 1, 2017 – June 30, 2020.
- B. Except as otherwise agreed in these negotiations and except for such technical modifications as date changes, all of the provisions of the July 1, 2014 – June 30, 2016 Contract shall be carried forward into the successor Contracts.

2. Salaries and Compensation (Article V, p. 5 and Appendix A, p. 45)

- A. The Salary Schedules that were in effect as of June 30, 2016 shall be increased in the following amounts on the following dates:

1. July 1, 2016 – June 30, 2017

- A. July 1, 2016 Zero Percent (0%)

2. July 1, 2017 – June 30, 2018

A.	July 1, 2017	Zero Percent	(0%)
B.	Midpoint 2017 – 2018	Two Percent	(2%)
C.	June 30, 2018	One Percent	(1%)

3. July 1, 2018 – June 30, 2019

A.	July 1, 2018	Zero Percent	(0%)
B.	Midpoint 2018 – 2019	Two Percent	(2%)
C.	June 30, 2019	One Percent	(1%)

4. July 1, 2019 – June 30, 2020

A.	July 1, 2019	Zero Percent	(0%)
B.	Midpoint 2019 – 2020	Two Percent	(2%)
C.	June 30, 2020	One Percent	(1%)

5. Effective as of June 30, 2019, the following steps on the Salary Schedule shall be increased in the following amounts:

16 – 20 Years	\$250
21 – 25 Years	\$500
26 – 30 Years	\$750
31 – 35 Years	\$1,000
36+ Years	\$1,250

B. Section 5-04 shall be amended so that LSAA Members may, for financial purposes, voluntarily elect to defer buyback into the next calendar year.

C. Sick Leave Buyback. Notwithstanding what else is written in the Contract, there is no right to sick leave buyback and/or payment for any amount of unused sick leave accumulation for employees hired on or after June 30, 2018; however, if one was hired from another Lowell position, one's sick leave buyback is capped at that dollar amount which they are eligible for at that time and an additional \$20,000.00 payout. Sick leave buyback may be paid at the Employer's option within the first month of

the fiscal year following the Employee's retirement. Present employees are capped at present amount as of June 30, 2018 plus an additional \$20,000.00 payout going forward.

3. Life Insurance (Article VI, p. 10)

The amount of Life Insurance shall be increased from an option of two thousand dollars (\$2,000) to an option of twenty thousand dollars (\$20,000) as of July 1, 2018. The options afforded to Unit A Members (UTL) shall also be afforded to Unit B Members (LSAA).

4. Religious Leave (Article VIII, p. 14)

The current Religious Leave provision (Section 8-12) shall be replaced with the following:

An employee shall, upon written notice to the Superintendent, be granted as a reasonable accommodation to members of any religious denomination, up to three (3) days of paid religious leave each year.

5. Maternity and Paternity Leave (Article IX, p. 14)

Article IX shall be amended in order to provide that male LSAA Members shall be eligible for Paternity Leave benefits on the same terms as Maternity Leave for female LSAA Members.

6. Personal Leave (Article VIII, p. 13) and Work Year (Article XIII, p. 20)

A. As part of the negotiations for the successor Contract, the LSAA and the School Committee agree that, starting as of July 1, 2018, all LSAA Members shall be required to work Election Day as part of their normal work year and each work year shall be increased by one (1) day. In consideration of such, an additional personal day will be permanently added for all LSAA Members.

B. As a result of the foregoing agreement in Paragraph A, Section 8-10 of the Contract shall be amended to read as follows as of July 1, 2018:

8-10. PERSONAL LEAVE: Personnel represented by the Association shall be allowed ~~two (2)~~ three (3) 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 1st 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 1st and the first scheduled school 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.

- C. Also as a result of the Agreement in Paragraph A, the work years of all LSAA positions that are set forth in Article XIII shall be increased by one (1) day as of July 1, 2018.
- D. 212 Day Coordinators. Effective as of July 1, 2018, the 212 day work year for the following Coordinators shall consist of the ten (10) days immediately prior to the start of the school year, the 181 day school year and the five (5) days immediately after the end of the school year with the balance of their 212 work days scheduled by mutual agreement with their supervisor. Exceptions to this work year may be made upon request of a Coordinator with the agreement of his/her supervisor.

Coordinator of Science/Social Studies PreK-12
Coordinator of Mathematics

Coordinator of English Language Arts
Coordinator of Educational Television
Coordinator of Research, Testing and Assessment (District-wide)
Coordinator of Research, Testing and Assessment (Lowell High School)
Coordinator of Services for English Language Learners

7. Professional Expenses and Stipends (Article XVII, p. 26)

Create a Joint Labor Management Committee to ensure quality Professional Development offerings by the District and consistency for application of current language of Section 17-01 of the Contract.

8. Education of Children of Employees

The Committee can no longer afford to educate children of employees who reside outside the City of Lowell. The Committee has given notice that it will end such courtesy at the end of the 2016 – 2017 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.

9. Miscellaneous (Article XXXII, p. 38)

A. A new Section 32-02 shall be added stating as follows:

There shall be no retaliation for Union Activity.

B. A new Section 32-03 shall be added stating as follows:

Lowell Public Schools shall send bi-weekly updates to the LSAA of changes in the LSAA, including, but not limited to, resignations, retirements, terminations, workers compensation, paid/unpaid leaves of absence and other significant events which is already computed.

C. A new Section 32-04 shall be added stating as follows:

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

10. Effective July 1, 2018, remove Director of Special Education from LSAA as long as a contract of employment is executed between the Director of Special Education and the Employer by June 30, 2018.
11. This Memorandum of Agreement is subject to ratification by the School Committee and the LSAA's Membership.

Signed in the City of Lowell on this ____ day of January, 2018.

LOWELL SCHOOL COMMITTEE

William Samaras, Mayor

Andre P. Descoteaux

Jackie Doherty

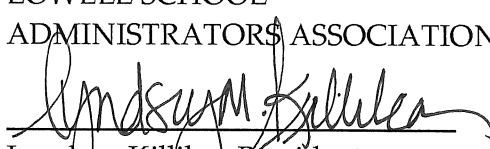
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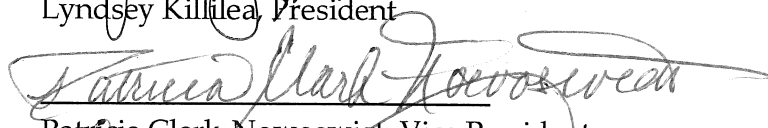
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Connie A. Martin

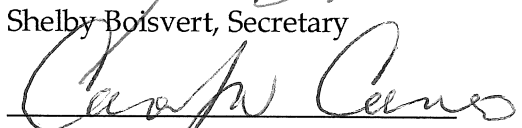
Gerard Nutter

LOWELL SCHOOL
ADMINISTRATORS ASSOCIATION


Lyndsey Killilea, President


Patricia Clark-Nowoswiat, Vice President


Shelby Boisvert, Secretary


Carolyn Cuneo, Negotiating Committee


Sandra Jaco O'Brien, Negotiating Committee

**II. MEMORANDUM OF AGREEMENT
BETWEEN THE
LOWELL SCHOOL ADMINISTRATORS ASSOCIATION
AND THE
LOWELL SCHOOL COMMITTEE
PENDING LEGAL MATTERS**

The following agreements concerning certain legal matters that are pending between the LSAA and the School Committee shall only become effective upon ratification of the Memorandum of Agreement for the July 1, 2016 – June 30, 2017 and July 1, 2017 – June 30, 2020 Collective Bargaining Agreements ("the MOA") by the Membership of the Lowell School Administrators Association ("the LSAA") and the Lowell School Committee ("the School Committee"). In the event that either the LSAA or the School Committee (or both) fail to ratify the MOA, this Memorandum of Agreement shall be null and void and this Agreement shall be inadmissible in any legal proceeding involving the parties.

1. Parking Prohibited Practice Charge. The LSAA agrees to withdraw Department Labor Relations Case Number MUP-16-5681 from further proceedings before the Department of Labor Relations.
2. Transfer of Bargaining Unit Work Prohibited Practice Charge. The LSAA agrees to withdraw Department Labor Relations Case Number MUP-17-6078 from further proceedings before the Department of Labor Relations.
3. Coordinator of Family Resource Center and Transportation.
 - A. The duties of this position shall be split into two (2) separate positions, both of which shall be included in the LSAA's Bargaining Unit. The School Committee shall post and fill the Coordinator of Family Resource Center at the existing base salary and work year for the current Coordinator of Family Resource Center and Transportation position.
 - B. The School Committee has created a new Transportation Manager position. The Transportation Manager shall have a base salary of \$65,000.00 and a work year of 227 days. The parties agree to negotiate the job description and salary grid for this position.

4. Cardinal O'Connell School. The School Committee has created a Principal position at the Cardinal O'Connell School and has elected not to fill the Coordinator position at that School. The LSAA shall not contest same.
5. Career Academy. The School Committee has created a Principal position at the Career Academy and has elected not to fill the Coordinator position at that School. The LSAA shall not contest same.
6. Bridge Program.
 - A. The School Committee has created a Principal position at the Bridge Program. The LSAA shall not contest same.
 - B. There shall not be an Assistant Principal at the Bridge Program, but a Social Worker position, which shall be an LSAA Bargaining Unit position with a base salary on the Social Worker Salary Schedule of \$84,187.00 (MSW equivalent of Master's +30) and also a stipend of \$6,750 for work before and after school transporting students to programs, with a work year of 196 days.
 - C. There shall also be a Case Worker at the Bridge Program which shall be an LSAA Bargaining Unit position with an initial base salary of \$53,603.00 and work year of 196 days. The parties agree to negotiate the job description and salary grid for this position.
7. Early Childhood Specialist. The School Committee has created a new Early Childhood Specialist position. The position shall initially have a base salary of \$53,999.00 and a work year of 215 days. The parties agree to negotiate the job description and salary grid for this position.
8. Director of Accountability. The School Committee has posted and filled a Director of Strategic Planning, Accountability, and Leadership Development as a non-Bargaining Unit position. The LSAA shall not contest same.
9. Non-Waiver of Rights. This Agreement is being entered into by the parties as a compromise of certain legal disputes that exist between them and is limited to

Lowell School Administrators Association and Lowell School Committee

Memorandum of Agreement

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the specific positions listed herein. By entering into this Agreement, neither the LSAA nor the School Committee waive any contractual or legal rights that they may have regarding any alleged transfer of LSAA Bargaining Unit Work that may occur after the execution of this Agreement.

Signed in the City of Lowell on this ____ day of January, 2018.

LOWELL SCHOOL COMMITTEE

William Samaras, Mayor

Andre P. Descoteaux

Jackie Doherty

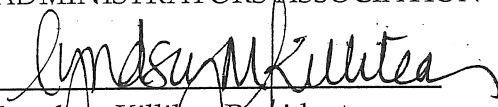
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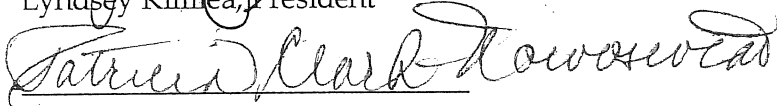
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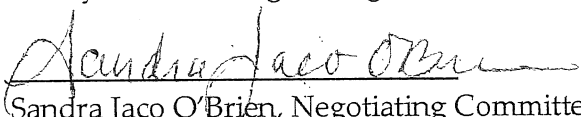
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