

AGREEMENT BETWEEN

SCHOOL COMMITTEE OF THE CITY OF LOWELL

and

LOWELL SCHOOL ADMINISTRATORS ASSOCIATION

1992 - 1994

**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 this 22nd day of December, 1993, between the Committee and the Association.

WHICH AGREEMENT SHALL BE EFFECTIVE as of July 1, 1992, and will continue in effect until midnight June 30, 1994, and thereafter pending the execution of a successor agreement by the Committee and the Association as provided for in Article II.

**ARTICLE I
RECOGNITION**

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 execution 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. Subject to General Laws Chapter 150E, Section 6, the Committee agrees to enter into negotiations with the Association over a successor agreement not later than October the First prior to the expiration of this Agreement.

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

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

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 a 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) work days of this 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) work days 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 this 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

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 Appendix A that are attached hereto and made a part hereof. All pre-existing salary stipends shall be folded into and become part of the annual salaries for those classifications. All salaries shall then be increased by the following amounts on the dates set forth below:

February 1, 1993	3%
September 1, 1993	3%
February 1, 1994	3%
June 30, 1994	1.5%

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.

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 5-03 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 dies who did not elect a retirement allowance provided in Section 5-04 of this Article, 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 case a member of the Association dies who elected the retirement allowance as provided for in Section 5-04 of this Article 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 therefore.

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 \$27.50 per hour effective July 1, 1993.

ARTICLE VI INSURANCE

6-01 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.

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.

7-02 Association members with thirty (30) or more years of service to the Lowell Public Schools are eligible to apply for an early retirement incentive. To be considered for this benefit in the 1992-1993 school year, the employee must submit a letter of intent to retire to the Superintendent no later than August 15, 1993. To be considered for the incentive at the end of the 1993-1994 school year, the employee must submit a letter of intent to retire to the Superintendent no later than February 15, 1994.

No more than five (5) unit members may use this early retirement incentive during these two years. The incentive paid to employees shall be equivalent to fifteen (15) percent of his/her annual salary. The incentive shall be paid in one installment prior to July 15th following the employee's retirement.

The above Early Retirement Incentive provision shall be in effect only if the City of Lowell does not participate in the Massachusetts Teachers Early Retirement Incentive program for the 1993-1994 school year.

ARTICLE VIII SICK LEAVES 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 Sections 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 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 1st and the first scheduled school day for students in December. 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.

8-08. 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, 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 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.

8-09 RELIGIOUS LEAVE: Personnel represented by the Association shall be allowed leave with pay 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.

8-10 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 physicians certificate attesting to the fact of pregnancy. The effective date of such leave shall be at the discretion of the member of the Association providing 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 indicating an opinion that such returning member of the Association is physically able to resume her administrative duties prior to the member of the Association's return and the Superintendent shall have the right to have by a physician of his choice a 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 eight (8) week period (not to exceed forty (40) school days) following the birth or delivery of the child. Sick leave days may be used outside of the eight (8) 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 part of such member or 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

11-1 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 rate of twenty-eight cents (\$0.28) per mile effective July 1, 1993.

11-2 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.

ARTICLE XII
POSTING POSITIONS

12-1 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. No such vacancy or vacancies shall be filled earlier than upon the expiration of twenty (20) calendar days from the date of delivery of such notice or notices to the President of the Association.

12-2 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.

12-3 No such vacancy or vacancies shall be filled during July and August earlier than upon the expiration of thirty (30) calendar days from the date of delivery of such notice or notices to the President of the Association.

ARTICLE XIII
SCHOOL YEAR WORK AND PAYMENTS SCHEDULE

13-1 The school year for all members of the Association presently employed in other than an acting status and excluding the positions listed in Section 13-2 will be from September the First of a given year through June the Thirtieth of the next succeeding year and the salaries for such school year will be deemed to be fully earned upon completion of the last scheduled work day in June.

13-2 Subject to directives of the State Board of Education, the work year of all presently employed members of the Association, other than those employed in an acting capacity and those listed below shall consist of 185 scheduled school days with 180 of such days to be worked, provided, however, that all members of the Association may be required to work for one (1) orientation day prior to commencing their regular work schedule with it being understood that members of the Association are encouraged to continue, where applicable, their present practice of working beyond their scheduled school year on a voluntary unpaid basis. The work year for the members of the Association holding the positions listed below shall be:

Administrator of Special Education	200 days
Assistant Administrator of Special Education	200 days
Student Assignment Officer	227 days
Administrator of Educational Technology	227 days
Early Childhood Coordinator	227 days
LAU Testing Specialist	227 days
High School Master	200 days
High School Submasters	190 days
Supervisor of Bilingual Education	200 days
Middle School Assistant Principal	190 days
Elementary School Assistant Principal	190 days
Cluster Chairpersons	190 days
Evaluation Team Chairpersons	190 days
Management Information Specialist	190 days

Days worked beyond 180 shall be used consecutively prior to the opening of school or may be scheduled otherwise at the direction of the Superintendent of Schools. 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.

13-3 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.

13-4 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.

13-5 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.

13-6 Assistant Principals 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 during this period; however, sick leave days may be taken during this period.

13-7 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.

ARTICLE XIV OTHER LEAVES OF ABSENCE

14-1 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.

14-2 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.

14-3 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 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

Members of the Association will be 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

16-1 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.

16-2 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

17-1 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.

17-2 Effective July 1, 1993, tuition reimbursement of up to \$400.00 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 \$400.00 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

18-1 The Association shall have the exclusive right to the checkoff and transmittal of Association dues on behalf of each employee.

18-2 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.

18-3 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.

18-4 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.

18-5 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.

18-6 The Association shall reimburse the Committee for any expenses, including but not limited to wages, cost of litigation, 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.

18-7 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.

18-8 The Committee agrees to withhold from Association member's salaries deductions for a credit union approved by the Association as said member of the Association in writing individually and voluntarily authorize the Committee to deduct.

ARTICLE XIX PRINTING AGREEMENT

19-1 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

20-1 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 the fact before March 15th 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.

20-2 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.

20-3 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 Submasters
- Middle School Assistant Principals
- Elementary School Assistant Principals
- Guidance Counsellors
- Social Workers
- Psychologists
- Evaluation Team Chairpersons
- Cluster Chairpersons
- Librarian/Media Specialists
- Chapter I Facilitators
- Any other Multiple Position Classifications

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 Association member in that classification with the least seniority being the one who is reduced from it. If two or more Association members 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 greater 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 15th 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 Member shall be paid his/her full salary for that year by June 30th.

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 member 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 Association member's 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 20-4 below if it would be to his/her advantage.

9. The School Committee agrees that, in the next round of negotiations with Unit A, it will seek to modify the current Unit A contract to permit reduced Administrators to fall-back into Unit A positions for which they are certified and otherwise qualified based upon their total seniority in the Lowell School Department, even if such seniority does not include any previous service in a Unit A position.

20-4 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.

20-5 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.

20-6 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.

20-7 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 Association member during his/her four (4) year recall period.

20-8 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

21-1 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.

21-2 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.

21-3 Between July 1, 1993 and June 30, 1994 all members of the Association 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 of 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.

21-4 Former Unit B members will be credited with Unit A seniority only if they accept an open 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.

ARTICLE XXII AVAILABILITY

22-1 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 days for such dialogue, at the request of the Superintendent of Schools.

22-2 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 position 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

23-1 Administrators shall be covered by provisions of the Workmen's Compensation Act and shall be eligible for all benefits contained therein.

23-2 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

24-1 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.

24-4 The evaluation procedure has been established in accordance with MGL 15, Section 1G as amended by Section 14 of Chapter 188 of the Acts of 1985. This evaluation procedure is contained in the Administrators Evaluation Handbook.

ARTICLE XXV DISCIPLINE

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

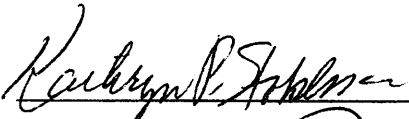
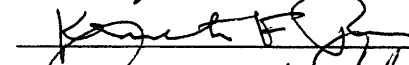
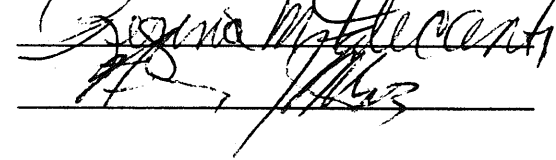

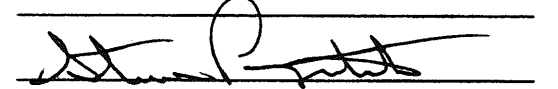
ARTICLE XXVI
AFFECT OF AGREEMENT

26-1 The Committee and the Association mutually agree that 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 purview of Section Six 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.

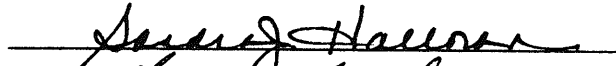
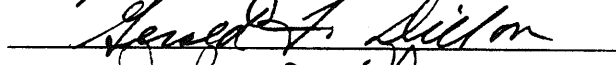

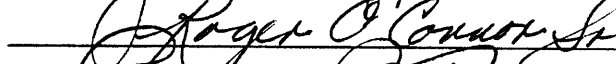



26-2 Should any Article, Section, or Clause of this Agreement be declared illegal by a Court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections, 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 22nd day of December, 1993.

LOWELL SCHOOL COMMITTEE:

LOWELL SCHOOL ADMINISTRATORS ASSOCIATION:

APPENDIX A - LOWELL SCHOOL ADMINISTRATORS SALARY SCHEDULES - 1992-1994

POSITION	DEGREE LEVEL	1992-93 Base	1992-93 2nd Half	1993-1994 1st Half	1993-1994 2nd Half	6/30/94 Salary
Guidance	Bachelor	33,268	34,266	35,294	36,353	36,898
Guidance	Master	34,817	35,862	36,938	38,046	38,617
Guidance	Master + 30	35,979	37,058	38,170	39,315	39,905
Guidance	Ph.D.	37,141	38,255	39,403	40,585	41,194
Guidance	Other Doct.	36,677	37,777	38,910	40,077	40,678
Library/Media Specialist	Bachelor	33,114	34,107	35,130	36,184	36,727
Library/Media Specialist	Master	34,663	35,703	36,774	37,877	38,445
Library/Media Specialist	Master + 30	35,825	36,900	38,007	39,147	39,734
Library/Media Specialist	Ph.D.	36,988	38,098	39,241	40,418	41,024
Library/Media Specialist	Other Doct.	36,523	37,619	38,748	39,910	40,509
Drug Supervisor	Bachelor	36,383	37,474	38,598	39,756	40,352
Drug Supervisor	Master	37,933	39,071	40,243	41,450	42,072
Drug Supervisor	Master + 30	39,094	40,267	41,475	42,719	43,360
Drug Supervisor	Ph.D.	40,257	41,465	42,709	43,990	44,650
Drug Supervisor	Other Doct.	39,792	40,986	42,216	43,482	44,134
Cluster Chair	Bachelor	41,844	43,099	44,392	45,724	46,410
Cluster Chair	Master	43,393	44,695	46,036	47,417	48,128
Cluster Chair	Master + 30	44,555	45,892	47,269	48,687	49,417
Cluster Chair	Ph.D.	45,718	47,090	48,503	49,958	50,707
Cluster Chair	Other Doct.	45,253	46,611	48,009	49,449	50,191
Coordinator	Bachelor	38,844	40,009	41,209	42,445	43,082
Coordinator	Master	40,393	41,605	42,853	44,139	44,801
Coordinator	Master + 30	41,555	42,802	44,086	45,409	46,090
Coordinator	Ph.D.	42,718	44,000	45,320	46,680	47,380
Coordinator	Other Doct.	42,253	43,521	44,827	46,172	46,865
Sped Supervisor	Bachelor	41,002	42,232	43,499	44,804	45,476
Sped Supervisor	Master	42,637	43,916	45,233	46,590	47,289
Sped Supervisor	Master + 30	43,863	45,179	46,534	47,930	48,649
Sped Supervisor	Ph.D.	45,091	46,444	47,837	49,272	50,011
Sped Supervisor	Other Doct.	44,600	45,938	47,316	48,735	49,466
Bilingual Supervisor	Bachelor	43,160	44,455	45,789	47,163	47,870
Bilingual Supervisor	Master	44,881	46,227	47,614	49,042	49,778
Bilingual Supervisor	Master + 30	46,172	47,557	48,984	50,454	51,211
Bilingual Supervisor	Ph.D.	47,464	48,888	50,355	51,866	52,644
Bilingual Supervisor	Other Doct.	46,947	48,355	49,806	51,300	52,070
Asst Principal - Elementary	Bachelor	43,095	44,388	45,720	47,092	47,798
Asst Principal - Elementary	Master	44,730	46,072	47,454	48,878	49,611
Asst Principal - Elementary	Master + 30	45,957	47,336	48,756	50,219	50,972
Asst Principal - Elementary	Ph.D.	47,183	48,598	50,056	51,558	52,331
Asst Principal - Elementary	Other Doct.	46,693	48,094	49,537	51,023	51,788
Asst Principal Middle/Submasters	Bachelor	44,558	45,895	47,272	48,690	49,420
Asst Principal Middle/Submasters	Master	46,194	47,580	49,007	50,477	51,234
Asst Principal Middle/Submasters	Master + 30	47,420	48,843	50,308	51,817	52,594
Asst Principal Middle/Submasters	Ph.D.	48,647	50,106	51,609	53,157	53,954
Asst Principal Middle/Submasters	Other Doct.	48,157	49,602	51,090	52,623	53,412

APPENDIX A - LOWELL SCHOOL ADMINISTRATORS SALARY SCHEDULES - 1992-1994

POSITION	DEGREE LEVEL	1992-93 Base	1992-93 2nd Half	1993-1994 1st Half	1993-1994 2nd Half	6/30/94 Salary
Directors	Bachelor	43,882	45,198	46,554	47,951	48,670
Directors	Master	45,431	46,794	48,198	49,644	50,389
Directors	Master + 30	46,594	47,992	49,432	50,915	51,679
Directors	Ph.D.	47,755	49,188	50,664	52,184	52,967
Directors	Other Doct.	47,290	48,709	50,170	51,675	52,450
Admin of Sped	Bachelor	49,481	50,965	52,494	54,069	54,880
Admin of Sped	Master	51,030	52,561	54,138	55,762	56,598
Admin of Sped	Master + 30	52,192	53,758	55,371	57,032	57,888
Admin of Sped	Ph.D.	53,354	54,955	56,604	58,302	59,177
Admin of Sped	Other Doct.	52,889	54,476	56,110	57,793	58,660
High School Master	Bachelor	53,529	55,135	56,789	58,493	59,370
High School Master	Master	55,250	56,908	58,615	60,373	61,279
High School Master	Master + 30	56,541	58,237	59,984	61,784	62,711
High School Master	Ph.D.	57,832	59,567	61,354	63,195	64,143
High School Master	Other Doct.	57,316	59,035	60,806	62,630	63,569
School Psychologists	Bachelor	35,719	36,791	37,895	39,032	39,618
School Psychologists	Master	37,269	38,387	39,539	40,725	41,336
School Psychologists	Master + 30	38,430	39,583	40,770	41,993	42,623
School Psychologists	Ph.D.	39,592	40,780	42,003	43,263	43,912
School Psychologists	Other Doct.	39,128	40,302	41,511	42,756	43,397
Teaching Principal	Bachelor	34,269	35,297	36,356	37,447	38,009
Teaching Principal	Master	35,818	36,893	38,000	39,140	39,727
Teaching Principal	Master + 30	36,981	38,090	39,233	40,410	41,016
Teaching Principal	Ph.D.	38,143	39,287	40,466	41,680	42,305
Teaching Principal	Other Doct.	37,678	38,808	39,972	41,171	41,789
Social Workers	Bachelor	35,719	36,791	37,895	39,032	39,618
Social Workers	Master	37,269	38,387	39,539	40,725	41,336
Social Workers	Master + 30	38,430	39,583	40,770	41,993	42,623
Social Workers	Ph.D.	39,592	40,780	42,003	43,263	43,912
Social Workers	Other Doct.	39,128	40,302	41,511	42,756	43,397
Asst. Administrator Spec Ed.	Bachelor	44,675	46,015	47,395	48,817	49,549
Asst. Administrator Spec Ed.	Master	46,536	47,932	49,370	50,851	51,614
Asst. Administrator Spec Ed.	Master + 30	47,698	49,129	50,603	52,121	52,903
Asst. Administrator Spec Ed.	Ph.D.	48,860	50,326	51,836	53,391	54,192
Asst. Administrator Spec Ed.	Other Doct.	48,371	49,823	51,318	52,858	53,651
LAU Testing Specialist	Bachelor	38,828	39,993	41,193	42,429	43,065
LAU Testing Specialist	Master	40,446	41,659	42,909	44,196	44,859
LAU Testing Specialist	Master + 30	41,570	42,817	44,102	45,425	46,106
LAU Testing Specialist	Ph.D.	42,693	43,974	45,293	46,652	47,352
LAU Testing Specialist	Other Doct.	42,266	43,534	44,840	46,185	46,878
Student Assignment Officer	Bachelor	42,808	44,093	45,416	46,778	47,480
Student Assignment Officer	Master	44,592	45,930	47,308	48,727	49,458
Student Assignment Officer	Master + 30	45,717	47,089	48,502	49,957	50,706
Student Assignment Officer	Ph.D.	46,861	48,267	49,715	51,206	51,974
Student Assignment Officer	Other Doct.	46,392	47,784	49,218	50,695	51,455

APPENDIX A - LOWELL SCHOOL ADMINISTRATORS SALARY SCHEDULES - 1992-1994

POSITION	DEGREE LEVEL	1992-93 Base	1992-93 2nd Half	1993-1994 1st Half	1993-1994 2nd Half	6/30/94 Salary
Admin. of Educational Technology	Bachelor	45,230	46,587	47,985	49,425	50,166
Admin. of Educational Technology	Master	47,115	48,528	49,984	51,484	52,256
Admin. of Educational Technology	Master + 30	48,293	49,742	51,234	52,771	53,563
Admin. of Educational Technology	Ph.D.	49,500	50,985	52,515	54,090	54,901
Admin. of Educational Technology	Other Doct.	49,005	50,475	51,989	53,549	54,352
Early Childhood Coordinator	Bachelor	42,808	44,093	45,416	46,778	47,480
Early Childhood Coordinator	Master	44,592	45,930	47,308	48,727	49,458
Early Childhood Coordinator	Master + 30	45,717	47,089	48,502	49,957	50,706
Early Childhood Coordinator	Ph.D.	46,861	48,267	49,715	51,206	51,974
Early Childhood Coordinator	Other Doct.	46,392	47,784	49,218	50,695	51,455
Attendance Officer	Bachelor	32,667	33,647	34,656	35,696	36,231
Attendance Officer	Master	34,262	35,290	36,349	37,439	38,001
Attendance Officer	Master + 30	35,457	36,521	37,617	38,746	39,327
Attendance Officer	Ph.D.	36,652	37,752	38,885	40,052	40,653
Attendance Officer	Other Doct.	36,255	37,343	38,463	39,617	40,211
Evaluation Team Chair/Program Facilitator	Bachelor	35,667	36,737	37,839	38,974	39,559
Evaluation Team Chair/Program Facilitator	Master	37,262	38,380	39,531	40,717	41,328
Evaluation Team Chair/Program Facilitator	Master + 30	38,457	39,611	40,799	42,023	42,653
Evaluation Team Chair/Program Facilitator	Ph.D.	39,652	40,842	42,067	43,329	43,979
Evaluation Team Chair/Program Facilitator	Other Doct.	39,255	40,433	41,646	42,895	43,538
Alternative School Coordinator	Bachelor	43,086	44,378	45,709	47,080	47,786
Alternative School Coordinator	Master	44,881	46,227	47,614	49,042	49,778
Alternative School Coordinator	Master + 30	46,172	47,557	48,984	50,454	51,211
Alternative School Coordinator	Ph.D.	47,464	48,888	50,355	51,866	52,644
Alternative School Coordinator	Other Doct.	46,989	48,399	49,851	51,347	52,117
Mgt Information Systems Analyst	Bachelor	35,667	36,737	37,839	38,974	39,559
Mgt Information Systems Analyst	Master	37,262	38,380	39,531	40,717	41,328
Mgt Information Systems Analyst	Master + 30	38,457	39,611	40,799	42,023	42,653
Mgt Information Systems Analyst	Ph.D.	39,652	40,842	42,067	43,329	43,979
Mgt Information Systems Analyst	Other Doct.	39,255	40,433	41,646	42,895	43,538
Urban Teacher Resource Specialist	Bachelor	35,667	36,737	37,839	38,974	39,559
Urban Teacher Resource Specialist	Master	37,262	38,380	39,531	40,717	41,328
Urban Teacher Resource Specialist	Master + 30	38,457	39,611	40,799	42,023	42,653
Urban Teacher Resource Specialist	Ph.D.	39,652	40,842	42,067	43,329	43,979
Urban Teacher Resource Specialist	Other Doct.	39,255	40,433	41,646	42,895	43,538
Asst Project Director	Bachelor	43,766	45,079	46,431	47,824	48,541
Asst Project Director	Master	45,590	46,958	48,367	49,818	50,565
Asst Project Director	Master + 30	47,000	48,410	49,862	51,358	52,128
Asst Project Director	Ph.D.	48,410	49,862	51,358	52,899	53,693
Asst Project Director	Other Doct.	47,926	49,364	50,845	52,370	53,156

APPENDIX B

Case No. UB _____

GRIEVANCE REPORT FORM

(complete where applicable-submit in-triplicate)
If more space needed use reverse side.

A. Date grievance occurred and brief description thereof:

Signed _____
Grievant or Chairman of
Organization Grievance Committee

B. Level One: Date of written presentation to immediate superior _____

Disposition _____
Signed _____
Grievant or Chairman of
Organization Grievance Committee
Immediate Superior

C. Level Two: Date of Referral to Supt. of Schools _____

Disposition: _____
Signed _____
Supt. or Designee
Signed _____
Grievant or Chairman of
Organization Grievance Committee

D: Level Three: Date of written referral to School Committee _____
Date of School Committee Meeting with
Organization Grievance Committee _____

Disposition: _____
Signed _____
Chairman of School Committee
Signed _____
Chairman Organization
Grievance Committee

E: Level Four: Date written grievance referred to arbitration _____

Signed _____
Grievant or Chairman of Organization
Grievance Committee

F. Date of Arbitration Hearing _____

Disposition

Date Arbitrator's Decision Received _____

Action on Arbitrator's Decision and date thereof _____

Signed _____
Superintendent of Schools
(Copy of Arbitrator's Decision attached)

APPENDIX C

FISCAL YEAR 1991 BASE SALARY ADJUSTMENT AGREEMENT

In view of the unprecedented financial constraints faced by the School Committee for the remainder of fiscal year 1991 and in consideration of the school committee's agreement not to lay off or otherwise reduced in rank or status any members of Unit B during the remainder of fiscal year 1991, the Association, acting subject to ratification by its members, hereby accepts the School Committee's proposal that the base salary of the members of Unit B for the remainder of 1991 be adjusted downward by three (3) days pay. As used herein, base salary shall mean the annual salary specified in the collective bargaining agreement for each administrator's position as of the day prior to the date of execution of this agreement including advanced study or degree increments, but shall not include longevity pay and all other elements of compensation. The downward adjustment of three (3) days plus shall be subject to the following conditions:

1. The base salary adjustment for fiscal year 1991 shall not be implemented in the case of any member of Unit B who submits in writing to the Superintendent's Office on or before May 15, 1991 a declaration of intent to retire on or before May 15, 1991 shall hereinafter be referred to as the "participating administrators."
2. The computation of each day's pay by which each participating administrator's base salary for fiscal year 1991 shall be adjusted downward shall be based upon a fraction, the denominator of which shall be the number of days in each such administrator's current work year - for example, 1/80, 1/90 or 1/200.
3. The downward adjustment of the three days pay for fiscal year 1991 will be spread out in equal amounts over each participating administrator's remaining paychecks for fiscal year 1991.
4. Effective July 1, 1991, each participating administrator's base salary, including advanced study or degree increments, shall be restored to the full negotiated level that was in effect as of the day prior to the date of execution of this agreement.
5. It is not the intent of this salary reduction agreement to adversely affect the retirement computation base for any participating administrator and the School Committee shall take all available steps to achieve this objective. However, it is recognized that the final answer to such questions will be governed by the applicable state law.
6. The computation of the payments that are hereinafter provided for in paragraphs 7-10 shall be based upon the then-current salary level of the position that each participating administrator holds as of the date of execution of this agreement irrespective of whether or not the administrator is still employed in that position at the time of the payment. If the administrator's position as of the date of execution of this agreement is no longer in existence at the time of the payment pursuant to either paragraph 7, 8, 9 or 10, then the amount of his/her payment shall be computed on the basis of the most nearly comparable Unit B position that is in existence at that time.
7. Any participating administrator who retires or whose employment is terminated for any reason, whether voluntary or involuntary, on or before August 31, 1991, shall receive three (3) days pay which shall be in consideration of the aforesaid downward adjustment for fiscal year 1991.

8. Any participating administrator who retires or whose employment is terminated for any reason, whether voluntary or involuntary, at any time between September 1, 1991 and August 31, 1992 shall receive four (4) days pay which shall be in consideration of the aforesaid downward adjustment for fiscal year 1991.
9. Any participating administrator who retires or whose employment is terminated for any reason, whether voluntary or involuntary, at any time after September 1, 1992 shall receive five (5) days pay which shall be in consideration of the aforesaid downward adjustment for fiscal year 1991.
10. In the event of the death of any participating administrator during any of the time periods specified in paragraphs 7, 8 and 9, the payment to which he/she would have been entitled shall be made to his/her spouse, designated beneficiary or estate in that order.
11. The payments that are provided for in paragraphs 7, 8, 9 and 10 shall be included in each participating administrator's final paycheck.
12. Any administrator who so notifies the Superintendent's Office by May 15, 1991 of his/her election of this option may elect to be credited with three (3) additional personal days in lieu of the aforesaid payment. Such additional personal leave days shall be subject to approval in accordance with the current contract language regarding personal days and shall expire upon their use. The only exception to this shall be that no more than one (1) of these additional personal days may be used during 1991-1992 school year. These personal leave days are not intended to increase the number of annual personal days that are provided for in the current collective bargaining agreement except as set forth herein.
13. The foregoing agreements and obligations by and on the part of the School Committee which have been given in consideration of the Association's acceptance of the School Committee's proposal for the downward adjustment of three days pay for fiscal year 1991 shall, except for the no lay-off agreement for fiscal year 1991, be permanent and irrevocable and shall not be subject to modification any time in the future by agreement of the parties or otherwise. Any disputes that may arise regarding this agreement shall be subject to resolution pursuant to the grievance and arbitration procedure of the then-applicable collective bargaining agreement.
14. In the event that the School Committee's original budget for fiscal year 1991 is fully funded or restored prior to June 30, 1991 as a result of court order or any other reason, then this Fiscal Year 1991 Base Salary Adjustment Agreement shall be null and void and all parties and/or individual administrators shall immediately revert to the status quo ante. In the event that the School Committee's original budget for fiscal year 1991 is fully funded or restored after July 1, 1991, the parties shall meet to negotiate with respect to the impact of that full funding or restoration upon this Fiscal Year 1991 Base Salary Adjustment Agreement; if they are unable to reach agreement pursuant to such negotiations, the issue shall be submitted to an arbitrator for a final and binding resolution.