

AGREEMENT BETWEEN

***SCHOOL COMMITTEE OF THE
CITY OF LOWELL***

and

***LOWELL SCHOOL
ADMINISTRATORS ASSOCIATION***

1994 - 1997

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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 14th day of February 1996, between the Committee and the Association.

WHICH AGREEMENT SHALL BE EFFECTIVE as of July 1, 1994, and will continue in effect until midnight June 30, 1997, 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 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. 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 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.

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 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

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:

July 1, 1994	2%
July 1, 1995	6%
July 1, 1996	7%

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 event 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.

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.

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.

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 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 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. 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, 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.

8-10 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 . 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 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 the 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 or 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 employed in other than an acting status and excluding the positions listed in Section 13-2 will be from the Tuesday before Labor Day of a given year through June 30th 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
Title I Director	190 days
Behavior Modification Monitors	190 days
Administrator of Athletics	227 days
Guidance Coordinator	227 days
Educational Television Coordinator	227 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.

13-8 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.

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 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 authorized 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 Counselors
- Social Workers
- Psychologists
- Evaluation Team Chairpersons
- Cluster Chairpersons
- Librarian/Media Specialists
- Program Facilitators
- Behavior Modification Monitors
- 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 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 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 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 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 20-4 below if it would be to his/her advantage.

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 Administrator 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.

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 day 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 effectively 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.

24-2 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 PERSONNEL FILES

26-1 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 EFFECT OF AGREEMENT

27-1 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.

27-2 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 14th day of February, 1996.

LOWELL SCHOOL COMMITTEE:

LOWELL SCHOOL ADMINISTRATORS ASSOCIATION:

George Kouloheras

Francis Picanso

Kathryn P. Stoklosa

Rosemary Leblanc Considine

Regina M. Faticanti

Ann C. Murphy

Timothy F. Golden

Robert J. Hoey, Jr.

William S. Taupier

APPENDIX A - LOWELL SCHOOL ADMINISTRATORS SALARY SCHEDULES - 1994-1997

SALARY CLASSIFICATION	DEGREE LEVEL	1994-95 Base	1994-95 Salary	1995-96 Salary	1996-97 Salary
Guidance	Bachelor	36,898	37,636	39,894	42,687
Guidance	Master	38,617	39,389	41,752	44,675
Guidance	Master + 30	39,905	40,703	43,145	46,165
Guidance	Ph.D.	41,194	42,018	44,539	47,657
Guidance	Other Doct.	40,678	41,492	43,982	47,061
Library/Media Specialist	Bachelor	36,727	37,462	39,710	42,490
Library/Media Specialist	Master	38,445	39,214	41,567	44,477
Library/Media Specialist	Master + 30	39,734	40,529	42,961	45,968
Library/Media Specialist	Ph.D.	41,024	41,844	44,355	47,460
Library/Media Specialist	Other Doct.	40,509	41,319	43,798	46,864
Drug Supervisor	Bachelor	40,352	41,159	43,629	46,683
Drug Supervisor	Master	42,072	42,913	45,488	48,672
Drug Supervisor	Master + 30	43,360	44,227	46,881	50,163
Drug Supervisor	Ph.D.	44,650	45,543	48,276	51,655
Drug Supervisor	Other Doct.	44,134	45,017	47,718	51,058
Cluster Chair	Bachelor	46,410	47,338	50,178	53,690
Cluster Chair	Master	48,128	49,091	52,036	55,679
Cluster Chair	Master + 30	49,417	50,405	53,429	57,169
Cluster Chair	Ph.D.	50,707	51,721	54,824	58,662
Cluster Chair	Other Doct.	50,191	51,195	54,267	58,066
Coordinator	Bachelor	43,082	43,944	46,581	49,842
Coordinator	Master	44,801	45,697	48,439	51,830
Coordinator	Master + 30	46,090	47,012	49,833	53,321
Coordinator	Ph.D.	47,380	48,328	51,228	54,814
Coordinator	Other Doct.	46,865	47,802	50,670	54,217
Bilingual Supervisor	Bachelor	47,870	48,827	51,757	55,380
Bilingual Supervisor	Master	49,778	50,774	53,820	57,587
Bilingual Supervisor	Master + 30	51,211	52,235	55,369	59,245
Bilingual Supervisor	Ph.D.	52,644	53,697	56,919	60,903
Bilingual Supervisor	Other Doct.	52,070	53,111	56,298	60,239
Asst Principal - Elementary	Bachelor	47,798	48,754	51,679	55,297
Asst Principal - Elementary	Master	49,611	50,603	53,639	57,394
Asst Principal - Elementary	Master + 30	50,972	51,991	55,110	58,968
Asst Principal - Elementary	Ph.D.	52,331	53,378	56,581	60,542
Asst Principal - Elementary	Other Doct.	51,788	52,824	55,993	59,913
Asst Principal Middle/Submasters	Bachelor	49,420	50,408	53,432	57,172
Asst Principal Middle/Submasters	Master	51,234	52,259	55,395	59,273
Asst Principal Middle/Submasters	Master + 30	52,594	53,646	56,865	60,846
Asst Principal Middle/Submasters	Ph.D.	53,954	55,033	58,335	62,418
Asst Principal Middle/Submasters	Other Doct.	53,412	54,480	57,749	61,791
Directors	Bachelor	48,670	49,643	52,622	56,306
Directors	Master	50,389	51,397	54,481	58,295
Directors	Master + 30	51,679	52,713	55,876	59,787
Directors	Ph.D.	52,967	54,026	57,268	61,277
Directors	Other Doct.	52,450	53,499	56,709	60,679

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APPENDIX A - LOWELL SCHOOL ADMINISTRATORS SALARY SCHEDULES - 1994-1997

SALARY CLASSIFICATION	DEGREE LEVEL	1994-95 Base	1994-95 Salary	1995-96 Salary	1996-97 Salary
Admin of Sped	Bachelor	54,880	55,978	59,337	63,491
Admin of Sped	Master	56,598	57,730	61,194	65,478 ²
Admin of Sped	Master + 30	57,888	59,046	62,589	66,970
Admin of Sped	Ph.D.	59,177	60,361	63,983	68,462
Admin of Sped	Other Doct.	58,660	59,833	63,423	67,863
High School Master	Bachelor	59,370	60,557	64,190	68,683
High School Master	Master	61,279	62,505	66,255	70,893 ¹
High School Master	Master + 30	62,711	63,965	67,803	72,549
High School Master	Ph.D.	64,143	65,426	69,352	74,207
High School Master	Other Doct.	63,569	64,840	68,730	73,541
School Psychologists	Bachelor	39,618	40,410	42,835	45,833
School Psychologists	Master	41,336	42,163	44,693	47,822 ¹²
School Psychologists	Master + 30	42,623	43,475	46,084	49,310
School Psychologists	Ph.D.	43,912	44,790	47,477	50,800
School Psychologists	Other Doct.	43,397	44,265	46,921	50,205
Teaching Principal	Bachelor	40,119	40,921	43,376	46,412
Teaching Principal	Master	41,932	42,771	45,337	48,511 ¹⁶
Teaching Principal	Master + 30	43,294	44,160	46,810	50,087
Teaching Principal	Ph.D.	44,654	45,547	48,280	51,660
Teaching Principal	Other Doct.	44,043	44,924	47,619	50,952
Social Workers	Bachelor	39,618	40,410	42,835	45,833
Social Workers	Master	41,336	42,163	44,693	47,822 ¹⁷
Social Workers	Master + 30	42,623	43,475	46,084	49,310
Social Workers	Ph.D.	43,912	44,790	47,477	50,800
Social Workers	Other Doct.	43,397	44,265	46,921	50,205
Asst. Administrator Spec Ed.	Bachelor	49,549	50,540	53,572	57,322
Asst. Administrator Spec Ed.	Master	51,614	52,646	55,805	59,711 ⁵
Asst. Administrator Spec Ed.	Master + 30	52,903	53,961	57,199	61,203
Asst. Administrator Spec Ed.	Ph.D.	54,192	55,276	58,593	62,695
Asst. Administrator Spec Ed.	Other Doct.	53,651	54,724	58,007	62,067
LAU Testing Specialist	Bachelor	43,065	43,926	46,562	49,821
LAU Testing Specialist	Master	44,859	45,756	48,501	51,896 ¹³
LAU Testing Specialist	Master + 30	46,106	47,028	49,850	53,340
LAU Testing Specialist	Ph.D.	47,352	48,299	51,197	54,781
LAU Testing Specialist	Other Doct.	46,878	47,816	50,685	54,233
Student Assignment Officer	Bachelor	47,480	48,430	51,336	54,930
Student Assignment Officer	Master	49,458	50,447	53,474	57,217 ¹⁰
Student Assignment Officer	Master + 30	50,706	51,720	54,823	58,661
Student Assignment Officer	Ph.D.	51,974	53,013	56,194	60,128
Student Assignment Officer	Other Doct.	51,455	52,484	55,633	59,527
Admin. of Educational Technology	Bachelor	50,166	51,169	54,239	58,036
Admin. of Educational Technology	Master	52,256	53,301	56,499	60,454 ¹⁴
Admin. of Educational Technology	Master + 30	53,563	54,634	57,912	61,966
Admin. of Educational Technology	Ph.D.	54,901	55,999	59,359	63,514
Admin. of Educational Technology	Other Doct.	54,352	55,439	58,765	62,879

APPENDIX A - LOWELL SCHOOL ADMINISTRATORS SALARY SCHEDULES - 1994-1997

SALARY CLASSIFICATION	DEGREE LEVEL	1994-95 Base	1994-95 Salary	1995-96 Salary	1996-97 Salary
Early Childhood Coordinator	Bachelor	47,480	48,430	51,336	54,930
Early Childhood Coordinator	Master	49,458	50,447	53,474	57,217
Early Childhood Coordinator	Master + 30	50,706	51,720	54,823	58,661
Early Childhood Coordinator	Ph.D.	51,974	53,013	56,194	60,128
Early Childhood Coordinator	Other Doct.	51,455	52,484	55,633	59,527
Attendance Officer	Bachelor	36,231	36,956	39,173	41,915
Attendance Officer	Master	38,001	38,761	41,087	43,963
Attendance Officer	Master + 30	39,327	40,114	42,521	45,497
Attendance Officer	Ph.D.	40,653	41,466	43,954	47,031
Attendance Officer	Other Doct.	40,211	41,015	43,476	46,519
Evaluation Team Chairperson	Bachelor	39,559	40,350	42,771	45,765
Evaluation Team Chairperson	Master	41,328	42,155	44,684	47,812
Evaluation Team Chairperson	Master + 30	42,653	43,506	46,116	49,344
Evaluation Team Chairperson	Ph.D.	43,979	44,859	47,551	50,880
Evaluation Team Chairperson	Other Doct.	43,538	44,409	47,074	50,369
Program Facilitator	Bachelor	39,559	40,350	42,771	45,765
Program Facilitator	Master	41,328	42,155	44,684	47,812
Program Facilitator	Master + 30	42,653	43,506	46,116	49,344
Program Facilitator	Ph.D.	43,979	44,859	47,551	50,880
Program Facilitator	Other Doct.	43,538	44,409	47,074	50,369
Behavior Modification Monitor	Bachelor	39,559	40,350	42,771	45,765
Behavior Modification Monitor	Master	41,328	42,155	44,684	47,812
Behavior Modification Monitor	Master + 30	42,653	43,506	46,116	49,344
Behavior Modification Monitor	Ph.D.	43,979	44,859	47,551	50,880
Behavior Modification Monitor	Other Doct.	43,538	44,409	47,074	50,369
Alternative School Coordinator	Bachelor	47,786	48,742	51,667	55,284
Alternative School Coordinator	Master	49,778	50,774	53,820	57,587
Alternative School Coordinator	Master + 30	51,211	52,235	55,369	59,245
Alternative School Coordinator	Ph.D.	52,644	53,697	56,919	60,903
Alternative School Coordinator	Other Doct.	52,117	53,159	56,349	60,293
Mgt Information Systems Analyst	Bachelor	39,559	40,350	42,771	45,765
Mgt Information Systems Analyst	Master	41,328	42,155	44,684	47,812
Mgt Information Systems Analyst	Master + 30	42,653	43,506	46,116	49,344
Mgt Information Systems Analyst	Ph.D.	43,979	44,859	47,551	50,880
Mgt Information Systems Analyst	Other Doct.	43,538	44,409	47,074	50,369
Administrator of Athletics	Bachelor	50,166	51,169	54,239	58,036
Administrator of Athletics	Master	52,256	53,301	56,499	60,454
Administrator of Athletics	Master + 30	53,563	54,634	57,912	61,966
Administrator of Athletics	Ph.D.	54,901	55,999	59,359	63,514
Administrator of Athletics	Other Doct.	54,352	55,439	58,765	62,879
Guidance Coordinator	Bachelor	47,480	48,430	51,336	54,930
Guidance Coordinator	Master	49,458	50,447	53,474	57,217
Guidance Coordinator	Master + 30	50,706	51,720	54,823	58,661
Guidance Coordinator	Ph.D.	51,974	53,013	56,194	60,128
Guidance Coordinator	Other Doct.	51,455	52,484	55,633	59,527

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APPENDIX A - LOWELL SCHOOL ADMINISTRATORS SALARY SCHEDULES - 1994-1997

SALARY CLASSIFICATION	DEGREE LEVEL	1994-95 Base	1994-95 Salary	1995-96 Salary	1996-97 Salary
Educational Television Coordinator	Bachelor	47,478	48,428	51,334	54,927
Educational Television Coordinator	Master	49,457	50,446	53,473	57,216
Educational Television Coordinator	Master + 30	50,706	51,720	54,823	58,661
Educational Television Coordinator	Ph.D.	51,974	53,013	56,194	60,128
Educational Television Coordinator	Other Doct.	51,455	52,484	55,633	59,527
Title I Director	Bachelor	51,374	52,401	55,545	59,433
Title I Director	Master	53,187	54,251	57,506	61,531
Title I Director	Master + 30	54,549	55,640	58,978	63,106
Title I Director	Ph.D.	55,909	57,027	60,449	64,680
Title I Director	Other Doct.	55,364	56,471	59,859	64,049

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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
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 reduce 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 June 30, 1991. All of the members of Unit B who do not submit such 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, 1/180, 1/190 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 the 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.