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Title: **Lowell City School Committee and United Teachers of Lowell, Massachusetts Federation of Teachers (MFT), American Federation of Teachers (AFT), AFL-CIO, Local 495 (2002)**

K#: **840024**

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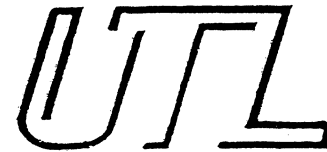
840024

1200 workers

COLLECTIVE BARGAINING

AGREEMENT

between



United Teachers of Lowell  
Local 495 MFT, AFT, AFL-CIO

and

The Lowell School Committee

July 1, 2002

through

June 30, 2004

PREAMBLE

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SIGNATORY CLAUSE 80

PREAMBLE

PURPOSE INTENT SIGNATORY DATE  
EFFECTIVE DATE TERMINATION DATE

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

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

SIGNATORY DATE: NOW, THEREFORE, the following agreement is made and entered into this 23rd day of October, 2002, between the Committee and the Union.

EFFECTIVE DATE: WHICH AGREEMENT shall be effective as of the first day of July, 2002. (Note: Unless stated to the contrary, the language changes contained herein will take effect upon the execution of this Agreement.)

TERMINATION DATE: AND will continue in effect until midnight on June 30, 2004. Negotiations for the Successor Agreement shall commence on January 1, 2004.

ARTICLE I

Recognition

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

## ARTICLE II

### Negotiation Procedure

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

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

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

## ARTICLE III

### Grievance Procedure

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

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

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

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

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

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

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

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

#### LEVEL ONE:

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

#### LEVEL TWO:

A Teacher with a grievance, with or without the Chairman of the Union's Grievance Committee, or its designee, shall present the grievance to his immediate Superior in writing within thirty (30) calendar days of the occurrence of the event upon which the grievance is based.

#### LEVEL THREE:

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

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

#### LEVEL FOUR:

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

#### LEVEL FIVE:

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



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

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

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

#### ARTICLE IV

##### Continuity of Employment

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

#### ARTICLE V

##### Compensation

A. Basic salaries shall be as set forth in the Bachelor's Degree salary schedule effective as of July 1, 2002, and thereafter as set forth in Appendix A attached and made a part thereof. Effective in school year 2003-2004, teachers will be paid a per diem rate based on 1/180<sup>th</sup> of their annual salary for required attendance at one orientation day prior to commencing their regular work schedule

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

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

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

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

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

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

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

6. Permanent Substitutes:

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

(b) expressly agrees that permanent substitutes filling a position of a teacher on paid leave shall be paid for the first fifteen days as a per diem substitute and thereafter as a first year teacher on Step 1, and further

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

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

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

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

D. In recognition of regularity of professional service rendered and as an incentive to the continued regularity of such service, teachers who have served in the Lowell School System for a minimum of fifteen years will upon resignation or retirement from the Department be paid an amount equivalent to one third of their unused sick leave accumulation as of the effective date of their resignation or retirement. In the event that a Court(s) determine that payments under this provision can be added to one's salary for retirement purposes, the parties agree to re-open this Section.

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

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

Any teacher who elects to retire either prior to September 1, 1993, or prior to September 1, 1994, shall not be bound by the above notice requirement in order to receive the sick leave buyback benefit.

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

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

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

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

#### H. LONGEVITY

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

$$A = S + .003NS$$

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

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

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

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

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

Employees who had historically received their earned annual longevity payments in June of each year, will hereafter receive their annual payments each December. In December 1987, these employees will receive longevity payments based on calculation which includes the earned one-half (1/2) year of service through December 1987. Their next longevity payment will be in December 1988 and will be based upon a calculation which includes the earned one-half (1/2) year of service through June 1988.

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

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

#### I. HOURLY COMPENSATION:

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

### ARTICLE VI

#### Insurance

##### A. BLUE CROSS-BLUE SHIELD

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

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

##### B. LIFE INSURANCE

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

##### C. PROTECTIVE PROVISION

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

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

### ARTICLE VII

#### Grants

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

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

### ARTICLE VIII

#### Pension

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

### ARTICLE IX

#### Sick Leaves and Leaves of Absence

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

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

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

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

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

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

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

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

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

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

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

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

F. Death in Family: Teachers will be allowed leave with pay for up to five (5) days at any one time in the event of death or serious illness in the immediate family. Immediate family shall be defined as follows: Husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, of either the employee or spouse thereof, or any relative of the employee or spouse thereof who was actually living in the immediate household of the employee at the time of death or commencement of the final illness or accident. In the event of the death of an aunt, uncle, niece, or nephew of the employee or spouse thereof, teachers will be allowed one(1) day leave, with pay, and one(1) additional day, with pay, for necessary travel out of state or a distance of 100 miles.

G. Religious Leave: A teacher 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 written request made reasonably to the Superintendent.

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

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

#### J. WORKERS COMPENSATION:

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

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

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

L. When matters affecting the Union are scheduled at times that conflict with the school day, teachers shall be released from their teaching and other school responsibilities for required participation in any hearing in arbitration, court, or other forum in which the Union is a party. In the event that the Union is involved in a hearing at an "other forum", the Union will be limited to 3 representatives except as the Superintendent may approve otherwise.

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

## ARTICLE X

### Maternity Leave

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

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

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

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

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

## F. ADOPTION/CHILD-REARING LEAVE:

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

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

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

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

## ARTICLE XI

### Sabbatical Leave

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

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

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

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

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

F. Recipients of sabbatical leave upon return will retain all the prescribed rights or benefits that they had as of the inception of their sabbatical leave and providing such teachers worked more than ninety school days in the school year immediately preceding the sabbatical leave or in cases where the sabbatical leave commences during a school year such teachers shall have worked a minimum of ninety school days in such year, they will upon their return be placed on the next step on the salary schedule above that on which they were on at the commencement of such leave; otherwise, they will resume employment on the same step they were on prior to the inception of their sabbatical leave.

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

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

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

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

## ARTICLE XII

### Teacher Employment & Leaves of Absence

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

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

C. Teachers on leave from the Lowell School System under leave for purposes other than those specified in Section B of this Article will upon return to the Lowell School System be placed on the next step on the salary schedule above that on which they were on at the commencement of their leave providing that in the school year in which such leave starts they were employed in the applicable instance more than ninety school days, otherwise, they will resume employment on the same step they were on prior to the inception of such leave. Teachers on leave must notify the Superintendent of their intent to return by February 1<sup>st</sup> of the year that they intend to return. Failure to respond to a January reminder sent by the Superintendent will jeopardize guaranteed placement for the next school year. Upon return from such leave the teacher will be offered a position as comparable to the one occupied at the beginning of such leave as is available.

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

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

E. Leave for U.T.L. President

The President shall receive half-time leave with half-time pay and full benefits. Upon returning to a full-time teaching position, the President shall be placed on the salary schedule as if he/she had been a full-time teacher during this leave period and shall be placed in his/her original position or one substantially equal.

## ARTICLE XIII

### Teacher Assignment Job Posting-Promotions

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



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

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

#### C. Posting Positions

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

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

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

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

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

- a. All positions shall be posted at central administration offices.
- b. A copy of all postings shall be sent to the United Teachers of Lowell.
- c. All positions shall be advertised in the Lowell Sun (all zones) on two consecutive Tuesdays.
- d. Applications for the position must be received within twenty-one (21) days after the second ad appears in the newspaper.
- e. In the case of summer job posting, every effort will be made to post such positions at least twenty (20) days prior to the end of the school year.

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

#### D. Class Size

1. Effective September 1, 1983 the Committee agrees to endeavor to equitably distribute the number of students in each classroom schoolwide and systemwide.

2. No class will be assigned the number of students exceeding the number of student stations or appropriate equipment available.

3. The assignment to regular class of students evaluated as having special needs will be carried according to the Rules and Regulations of the Department of Education regarding implementation of Chapter 766, providing that the educational plan under Chapter 766 calls for specialized treatment within the classroom.

4. The Committee and the Union recognize the desirability of achieving optimum teaching/learning conditions by assuring workable class size. To this end, the following procedure will be used to address the problem of overcrowded classrooms:

a. Class sizes for all classrooms in the city will be reviewed monthly by the Education Development Committee outlined in Article XXIV, D.

b. The Education Development Committee will determine what measures can be taken to relieve the overcrowded classroom situation. All possible solutions shall be explored.

E. All teacher assignments shall be made without regard to the sex, age, marital status, nationality, race, color, or creed of teachers.

## ARTICLE XIV

### Supervision and Teacher Evaluation

A. Purposes: The process of supervision and evaluation detailed in the Handbook attached as Appendix C has three purposes. They are: 1) to recognize and document the quality of services rendered during the evaluation period, 2) to provide assistance and support to improve the quality of services offered and, 3) to provide evidence and assessments which may be used as a basis for personnel actions, including decisions on professional teacher status.

B. All monitoring or observation of a teacher shall be done openly with the full knowledge of the teacher.

C. An evaluator who is an immediate relative of a teacher shall disqualify him or herself and refer the evaluation to the superintendent.

D. Teachers with professional status shall be evaluated at least once in every two year period and shall receive the evaluation report on or before March 15.

E. Teachers without professional status or permanent substitute shall receive two (2) evaluation reports annually. The first report shall be received on or before December 15 and the second, on or before March 15.

F. A minimum of one observation shall precede every evaluation report.

G. Evaluation reports shall be prepared on the appropriate Unit A Evaluation Form. The Evaluator shall prepare an original and two (2) copies of each Evaluation Report and all attachments. The original and one copy shall be forwarded to the Personnel Office. The employee shall be given one copy and the Evaluator shall keep a copy.

H. Each page of the Evaluation Report shall be signed by the employee as an acknowledgment of its receipt.

I. If the employee wishes to attach a statement to the report, it must be submitted to the Evaluator and the Personnel Office within thirty (30) calendar days of receipt of the Evaluation Report.

J. Employees shall be given a copy of their evaluation report and/or other pertinent written information, if applicable, at least seventy-two hours in advance of a supervisory conference with the evaluator, unless waived by the employee.

K. Evaluation procedures shall be covered under Article III (Grievance Procedure) of this agreement. Evaluation results shall not be subject to the grievance procedure. Nothing in this provision shall prevent any teacher from exercising their legal rights under the Massachusetts General Laws.

L. The parties to the contract agree to establish a study committee made up of representatives from Administration and Federation to review the evaluation process and to make suggestions for change in areas such as new timelines, differentiated forms, and more rating options beyond the current S and U. The committee's review is not limited to the above examples. All recommended changes by the committee are to be submitted to the negotiating teams of both parties and are subject to the regular collective bargaining and ratification procedures of the parties.

## ARTICLE XV

### School Hours

Effective with the 1998-1999 school year, elementary teacher time shall be six (6) hours and twenty-five (25) minutes per day. Five minutes shall be beyond the student day and shall be assigned time. Middle and high school teacher time shall be six (6) hours and fifty-five (55) minutes per day. Five minutes shall be beyond the student day and shall be assigned time. Effective with the 1998-1999 school year, the fifteen (15) unassigned minutes beyond the student dismissal time will be converted to teaching time and the workday of teachers will be extended ten (10) minutes consisting of five (5) minutes of teaching time and five (5) minutes of assigned time after student dismissal time. Any further increases in teaching time beyond the twenty (20) minutes will be subject to negotiation. Therefore, effective with the 1998-1999 school year, teachers shall be required to attend six (6) after school faculty meetings per school year. Such meetings shall not exceed one hour each and these meetings shall be scheduled by the principal at the beginning of the school year. Attendance at P.T.O. meetings and other extra curricula activities will be continued as presently practiced or contracted for; but the actual work hours of teachers will not be increased over those presently established unless teachers so working in excess of the presently established workday hours, except as noted below are paid pro rata for the extra time so worked.

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

Further, the Union agrees that occasional after school conferences by teachers with parents or personnel specializing in school work related to Chapter 766 of the Acts of 1972 will be afforded on a non-paid basis and shall not be considered an extension of the normal school day, as long as said meetings do not exceed one per week and two per calendar month. In cases when this occurs teachers will be paid on a pro-rata basis.

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

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

## ARTICLE XVI

### School Year - Work and Payment Schedule

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

For the 2003-2004 school year, on a trial basis only, the school year will begin on the Monday before Labor Day, with the Friday before Labor Day as a day off, through June the thirtieth of the next succeeding year and salaries for such school year will be deemed to be fully earned upon completion of the last scheduled workday in June.

B. Subject to directives of the State Board of Education, the work year shall consist of 185 scheduled workdays, with 180 of such days to be worked, provided, however, that all teachers may be required to report for one orientation day prior to commencing their regular work schedule. For any pro rata or per diem pay calculation, 1/180th of one's annual salary for each full workday shall be controlling.

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

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

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

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

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

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

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

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

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

E. Middle School and Senior High teachers will not be assigned more than five (5) periods of prepared work per day, and will have at least one preparation period each day.

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

G. Exceptions to the provisions of the two preceding paragraphs may be made only if the Superintendent (or his designee) determines it is necessary to do so in the best interest of the educational process. The Union will be notified of each instance in which the Superintendent so determines and his determination shall be final.

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

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

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

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

J. 2002-2003 and 2003-2004 school calendars are attached in Appendix B.

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

## ARTICLE XVII

### Duty Free Lunch Period

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

## ARTICLE XVIII

### Teachers' Facilities

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

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

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

1. Space in the school where teachers may safely store a reasonable amount of instructional materials and supplies.
2. A teacher's work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room, which will include a pay telephone to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
4. A serviceable desk and chair for the teacher in each classroom.

5. A communication system so that teachers can communicate with the main building office from their classroom.

6. A well lighted and clean male rest room and a well-lighted and clean female rest room.

7. A separate, private dining area for the exclusive use of the teachers in those schools that have cafeterias for students.

8. An appropriate room for reporting before school for teachers who are not assigned home room duty.

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

## ARTICLE XIX

### Teacher Aides

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

## ARTICLE XX

### Protection and Indemnification

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

## ARTICLE XXI

### Credit Union Deduction

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

## ARTICLE XXII

### Use of School Facilities

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

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

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

C. A bulletin board will be made available at each work site to the Union for purposes of displaying appropriate notices, circulars, and other material.

## ARTICLE XXIII

### Transitional Bilingual Education

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

## ARTICLE XXIV

### Curriculum Improvement

#### A. MATERIALS-SUPPLIES-LIBRARY MATERIALS

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

## B. RELEASED TIME

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

## C. CURRICULUM COMMITTEES

Effective September 1, 1978, the Committee agrees that a teacher working on a curriculum committee is beneficial to the Lowell School Department, and when a teacher works on such a committee, other than on released time, he or she shall be paid \$200.00 per fiscal year for working on a curriculum committee, with such work being limited to but one curriculum committee. This \$200.00 compensation shall be over and above the \$200.00 compensation paid for in-service training courses taken at an accredited college or university approved by the Superintendent and provided for in the first paragraph of Section B of Article XXV of this Agreement. The chairperson of curriculum committees shall be designated by the Superintendent, and, whenever such chairperson shall be a member of Unit A, he or she shall be paid \$300.00 on the same limitation as imposed on the member of the curriculum committees. Curriculum committees shall be made up of School Department personnel.

## D. EDUCATION DEVELOPMENT COMMITTEE

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

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

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

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

## ARTICLE XXV

### Professional Improvement

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

B. Tuition reimbursement of up to \$500.00 will be paid to teachers taking in-service training courses in a related field at an accredited college or university (of their choice) approved in advance by the Superintendent. This up to \$500.00 tuition reimbursement will be paid for courses taken in the fiscal year in which applicable credit is earned, and payment shall be limited to two courses per fiscal year upon submission of proof of successful completion of such courses. Teachers will have the choice of in-service course(s) and/or course(s) at an accredited institution(s).

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

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

#### E - Lowell Program

##### 1. Purpose and Plan

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

##### 2. Content

The Program will concentrate on five general areas:

- a. responding effectively to the needs of diverse learners, e.g., English language learners, students with special needs, gifted students;

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

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

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

##### 3. Quality Assurance and Access

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

To these ends, the Superintendent will:

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



4. Compensation

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

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

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

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

ARTICLE XXVI

School Committee Meetings

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

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

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

ARTICLE XXVII

DUES DEDUCTION:

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

PRINTING OF AGREEMENT:

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

ARTICLE XXVIII

Transfers

A. VOLUNTARY TRANSFERS

1. A compendium of Teaching Vacancies shall be posted on February 1. This compendium shall list all vacancies for the following school year, which have been declared and/or created between Orientation Day and the last calendar day in January. For 2000-2001, the Compendium will list vacancies which have been declared and/or created between May 16, 2000 and the last calendar day of January, 2001.
2. Requests for transfer shall be submitted in writing and reviewed annually no later than February 15 to the Superintendent. Request shall include the grade and/or subject area and school(s) to which the teacher seeks assignment. Only permanent teachers are eligible for transfers.
3. When a transfer is to be made, a teacher's background, certification, quality of teaching performance, skills required by the job, and length of service in the Lowell school system shall be considered. If all other variables are equal, length of service in the system shall be the controlling factor.
4. All teachers requesting a transfer shall receive a written statement as to the disposition of their request on or about March 30.
5. All positions that become vacant for the subsequent school year after February 1 or any new positions that are created after February 1 (until the day before Orientation Day) shall be posted for 15 days during which time any teacher who wishes to be considered for a position shall submit a letter to the Superintendent. Notifications of openings after school year closing shall be via:

- E-Mail to the UTL Office
- FAX to the UTL Office
- Lowell Sun
- Personnel Department Hot Line

Notification of the disposition of the transfer request shall be made in writing as soon as possible thereafter. Postings not filled by transfers shall be filled by permanent hires. No more than two (2) transfers per teacher can be honored for the subsequent school year.

6. All transfers granted and all permanent hires will be effective the first day of school the following school year.
7. Decisions by the Superintendent, or his designee, are final, unless arbitrary or capricious.

## B. INVOLUNTARY TRANSFERS

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

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

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

## C. THEME SCHOOLS

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

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

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

## ARTICLE XXIX

### Retention of Rights

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

B. Subject to the provisions of Massachusetts General Laws Chapter 150E, the Committee retains all rights conferred upon it by both statutory law and judicial decision.

## ARTICLE XXX

### Reduction in Staff- Seniority

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

2. In principle, the Committee recognizes seniority as a basis in implementing any reduction in the teaching staff. It is in the best interests of the Lowell Public Schools that a well-thought out hiring policy be devised in conjunction with attrition and movement within the system. Until the question of trends in school population is well defined, care must be exercised in adding new members to the school personnel who might be reduced. Otherwise, there might appear to be the contradiction of adding to the professional staff while, at the same time, making plans for the reduction in staff. Also, considering attrition due to retirement, the morale and effectiveness of the professional staff would be enhanced if plans are made to retrain and reassign existing personnel rather than hire new personnel in this time of uncertainty. With such a sense of direction, it is conceivable that reduction in teaching force will not be necessary. However, in the event that a reduction in force be necessary, absolute seniority within the Lowell Public Schools will be the guiding principle. No teacher with seniority will be separated from the Lowell Public Schools providing that the teacher is certified in any one of the curricular areas being offered students at that time. This changing from one area of certification to another area of certification enhances the curricular possibilities for the entire system.

3.A. Seniority is defined as the length of continuous service within Bargaining Unit A of the Lowell Public Schools, indicated by the first date of employment and including all authorized leaves of absence except that effective September 1, 1983,

no teacher on unpaid leave of absence shall accumulate more than 1 year of seniority within a five-year period for the unpaid leave(s) of absence(s) granted during any five-year period. If the length of service is equal, the teacher with the earlier election date will have preference. If the length of service and election date are the same, teachers who were hired from the same list will be given preference according to their order on the list. A current list of all teachers ranked according to system-wide seniority will be provided to the UTL by November 1 of each school year. Any member of Unit B having continuous professional service in the Lowell Public Schools shall have fall-back rights for a position in Unit A if laid off from her/his position in Unit B based on her/his seniority in Unit A only.

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

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

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

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

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

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

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

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

## ARTICLE XXXI

### Effect of Agreement

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

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

## ARTICLE XXXII

### Agency Fee

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

## ARTICLE XXXIII

### No Reprisals

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

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

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

## ARTICLE XXXIV

### Personnel Files

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

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

## ARTICLE XXXV

### Representation

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

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

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

## ARTICLE XXXVI

### Discipline

No teacher will be disciplined without just cause.

## ARTICLE XXXVII

### Middle Schools

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

## ARTICLE XXXVIII

### Relief from Non-Teaching Duties

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

## ARTICLE XXXIX

### Immunization

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

## ARTICLE XL

### Lead and Mentor Teachers

The Lowell School Committee and the United Teachers of Lowell, Local 495, MFT, AFT, AFL-CIO hereby agree that the current practices for Lead and Mentor Teachers shall remain in effect from July 1, 2002 through June 30, 2003. Lead Teachers will be compensated at \$3,600 and Mentor Teachers will be compensated at \$1,700 for mentoring teachers with provisional certification and \$750 for mentoring teachers with advanced provisional certification. The parties agree to continue their talks on a career ladder program for Lowell teachers and to continue the talks on the Lead and Mentor Teacher programs in Lowell.

## SIDELETTER ON LEAVES

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

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

## CAREER LADDER SIDELETTER

The Lowell School Committee and the United Teachers of Lowell Local 495, MFT, AFT, AFL-CIO hereby agree to form a committee to investigate the feasibility of a career ladder program for the teachers in Lowell and it will consist of three teacher members selected by the Union and those members selected by the School Committee. It will begin its task by January 30, 2001 and should have a non-binding report by November 1, 2001.

## LITIGATION SIDELETTER AGREEMENT

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

## APPENDIX A Salary Schedule

1. Effective with the beginning of the 2002-2003 school year, change all numbers in the existing grid by two and one half percent. Create a new step 10 (30 years) at \$1,250 above step 7.
2. Effective with the beginning of the 2003-2004 school year, add \$1,000 to the present "First Year" step.
3. Effective with the beginning of the 2003-2004 school year, change all numbers on the grid by two percent and create a new step 8 (10 years) at \$250 above step 7; a new step 9 (20 years) at \$750 above step 7; and keep step 10 (30 years) at \$1,250 above step 7.
4. Effective on the 91<sup>st</sup> day of the 2003-2004 school year, change all numbers on the grid by one percent.
5. Effective on the last day of the contract (June 30, 2004) change the numbers on the grid by one percent and change step 8 (10 years) to \$500 above step 7; step 9 (20 years) to \$1,000 above step 7; and step 10 (30 years) to \$1,500 above step 7.

Salary Schedule - School Year 2001-2002 (June 30, 2002)

	BA	Lowell	MA	MA+15	MA+30	Lowell	MA+60/CAGS	Lowell	Doctorate
	Program A	Lowell Pgm. A & B	MA	MA+15	MA+30	Program A & B	MA+60/CAGS	Program A & B	Doctorate
First Year	32,122	33,676	35,229	36,783	37,670	38,780	39,889	40,999	42,108
Step 1	34,862	36,416	37,969	39,524	40,410	41,520	42,629	43,739	44,848
Step 2	37,603	39,156	40,709	41,265	43,150	44,260	45,369	46,479	47,589
Step 3	39,779	41,333	42,886	43,441	45,328	46,438	47,547	48,656	49,765
Step 4	41,957	43,510	45,062	45,617	47,503	48,613	49,722	50,832	51,942
Step 5	44,136	45,689	47,242	47,798	49,683	50,794	51,904	53,013	54,121
Step 6	46,316	47,869	49,422	49,976	51,862	52,973	54,083	55,193	56,302
Step 7	51,764	53,318	54,871	55,426	57,313	58,423	59,532	60,641	61,750

Salary Schedule - School Year 2002-2003 (July 1, 2002)  
2.6% increase plus new step 10 for 30+ years @ \$1250

	BA	Lowell	MA	MA+15	MA+30	Lowell	MA+60/CAGS	Lowell	Doctorate
	Program A	Lowell Pgm. A & B	MA	MA+15	MA+30	Program A & B	MA+60/CAGS	Program A & B	Doctorate
First Year	32,925	34,518	36,110	36,678	38,612	39,750	40,886	42,024	43,161
Step 1	35,734	37,326	38,918	39,487	41,420	42,558	43,695	44,832	45,969
Step 2	38,543	40,135	41,727	42,297	44,229	45,367	46,503	47,641	48,779
Step 3	40,773	42,366	43,958	44,527	46,461	47,599	48,736	49,872	51,009
Step 4	43,006	44,598	46,189	46,757	48,691	49,828	50,965	52,103	53,241
Step 5	45,239	46,831	48,423	48,993	50,925	52,064	53,202	54,338	55,474
Step 6	47,474	49,066	50,658	51,225	53,159	54,297	55,435	56,573	57,710
Step 7	53,058	54,651	56,243	56,812	58,746	59,884	61,020	62,157	63,294
Step 8 (10-19 yrs)	na	na	na	na	na	na	na	na	na
Step 9 (20-29 yrs)	na	na	na	na	na	na	na	na	na
Step 10 (30+ yrs)	54,308	55,901	57,493	58,062	59,996	61,134	62,270	63,407	64,544

Salary Schedule - School Year 2003 - 2004 (July 1, 2003)

Adding \$1,000 to First Year; 2% increase; Adding new Step 8 for 10-19 years @ \$250;  
Adding new Step 9 for 20-29 years @ \$750; Adding one additional day (orientation) 1/180

	BA	Lowell	MA	MA+15	MA+30	Lowell	MA+60/CAGS	Lowell	Doctorate
	Program A	Lowell Pgm. A & B	MA	MA+15	MA+30	Program A & B	MA+60/CAGS	Program A & B	Doctorate
First Year	34,770	36,404	38,037	38,619	40,603	41,770	42,936	44,103	45,268
Step 1	36,651	38,284	39,917	40,501	42,483	43,650	44,816	45,983	47,149
Step 2	39,532	41,165	42,798	43,382	45,331	46,531	47,697	48,864	50,031
Step 3	41,820	43,454	45,086	45,670	47,654	48,821	49,987	51,152	52,318
Step 4	44,110	45,742	47,374	47,958	49,940	51,107	52,273	53,440	54,607
Step 5	46,401	48,033	49,666	50,250	52,232	53,400	54,567	55,733	56,898
Step 6	48,692	50,325	51,958	52,540	54,523	55,691	56,858	58,025	59,191
Step 7	54,420	56,054	57,686	58,270	61,421	62,586	63,752	64,918	66,083
Step 8 (10-19 yrs)	54,670	56,304	57,936	58,520	60,504	61,671	62,836	64,002	65,168
Step 9 (20-29 yrs)	55,170	56,804	58,436	59,020	61,004	62,171	63,336	64,502	65,668
Step 10 (30+ yrs)	55,670	57,304	58,936	59,520	61,504	62,671	63,836	65,002	66,168

1% Increase

	BA	Lowell	MA	MA+15	MA+30	Lowell	MA+60/CAGS	Lowell	Doctorate
	Program A	Lowell Pgm. A & B	MA	MA+15	MA+30	Program A & B	MA+60/CAGS	Program A & B	Doctorate
First Year	35,118	36,768	38,417	39,005	41,009	42,187	43,365	44,544	45,721
Step 1	37,017	38,667	40,316	40,906	42,908	44,087	45,264	46,443	47,621
Step 2	39,928	41,577	43,226	43,816	45,818	46,997	48,174	49,352	50,531
Step 3	42,238	43,888	45,537	46,127	48,130	49,309	50,486	51,664	52,842
Step 4	44,551	46,200	47,848	48,437	50,440	51,618	52,796	53,975	55,153
Step 5	46,865	48,514	50,163	50,753	52,754	53,934	55,113	56,290	57,467
Step 6	49,179	50,828	52,477	53,066	55,068	56,248	57,426	58,605	59,783
Step 7	54,904	56,614	58,263	58,853	60,856	62,035	63,212	64,390	65,567
Step 8 (10-19 yrs)	55,214	56,864	58,513	59,103	61,106	62,285	63,462	64,640	65,817
Step 9 (20-29 yrs)	55,714	57,364	59,013	59,603	61,606	62,785	63,962	65,140	66,317
Step 10 (30+ yrs)	56,214	57,864	59,513	60,103	62,106	63,285	64,462	65,640	66,817

Salary Schedule - School Year 2003 - 2004 (January 19, 2004)

Salary Schedule - School Year 2003 - 2004 (June 30, 2004)

1% Increase  
Plus Change Step 8 to \$500 above Step 7; Step 9 to \$1,000 above Step 7; and Step 10 to \$1,500 above Step 7

	BA	Lowell	MA	MA+15	MA+30	Lowell	MA+60/CAGS	Lowell	Doctorate
	Program A	Lowell Pgm. A & B	MA	MA+15	MA+30	Program A & B	MA+60/CAGS	Program A & B	Doctorate
First Year	35,469	37,136	38,801	39,395	41,419	42,609	43,799	44,989	46,178
Step 1	37,387	39,053	40,719	41,315	43,337	44,528	45,717	46,908	48,097
Step 2	40,327	41,992	43,658	44,254	46,276	47,467	48,656	49,846	51,036
Step 3	42,661	44,327	45,993	46,588	48,612	49,802	50,991	52,181	53,370
Step 4	44,996	46,662	48,326	48,921	50,944	52,134	53,324	54,514	55,705
Step 5	47,333	48,999	50,664	51,260	54,473	55,664	56,853	58,042	59,232
Step 6	49,671	51,337	53,002	53,596	56,610	57,801	59,001	60,200	61,399
Step 7	55,514	57,180	58,846	59,441	61,465	62,656	63,844	65,034	66,223
Step 8 (10-19 yrs)	56,014	57,680	59,346	59,941	61,965	63,156	64,344	65,534	66,723
Step 9 (20-29 yrs)	56,514	58,180	59,846	60,441	62,465	63,656	64,844	66,034	67,223
Step 10 (30+ yrs)	57,014	58,680	60,346	60,941	62,965	64,156	65,344	66,534	67,723



**APPENDIX B  
LOWELL PUBLIC SCHOOLS  
2002-2003 SCHOOL CALENDAR**

<b>2002</b>	
August 27	Tuesday - Orientation Day (Staff only - School Site)
August 28	Wednesday - All Schools Open (Grades 1-12)
September 2	Monday - No School - Labor Day
September 3	Tuesday - Pre-kindergarten & Kindergarten classes begin
October 14	Monday - No School - Columbus Day (Observed)
November 11	Monday - No School - Veterans Day (Observed)
November 27	Wednesday - Schools Close by Noon - Thanksgiving Recess
Nov. 28 & 29	Thursday/Friday - No School - Thanksgiving Recess
December 2	Monday - Schools Reopen
December 20	Friday - Schools Close at regular time - Christmas Vacation

<b>2003</b>	
January 6	Monday - Schools Reopen
January 20	Monday - No School - Martin Luther King Day
February 17-21	No School - Winter Vacation
April 18	Friday - No School - Good Friday
April 21-25	No School - Spring Vacation
May 26	Monday - No School - Memorial Day (Observed)
June 20*	Thursday - Schools Close at regular time (tentative 185 <sup>th</sup> day) (Calendar includes five (5) snow days)

**LOWELL PUBLIC SCHOOLS 2003-2004 SCHOOL YEAR CALENDAR**

August 25, 2003	Monday - Orientation Day - Staff Only
August 26, 2003	Tuesday - First Day of School - Grades 1-12
August 29, 2003	Friday - No School - Labor Day Recess
September 1, 2003	Monday - No School - Labor Day
September 2, 2003	Tuesday - PreKindergarten & Kindergarten Classes Begin
October 13, 2003	Monday - No School - Columbus Day
November 11, 2003	Tuesday - No School - Veterans' Day
November 26, 2002	Wednesday - Early Dismissal - Thanksgiving Recess
November 27, 2003	Thursday - No School - Thanksgiving Day
November 28, 2003	Friday - No School - Thanksgiving Recess
December 1, 2003	Monday - Schools Re-Open
December 23, 2003	Tuesday - Christmas Holiday Begins at the Close of School [December 24 - January 2, 2004]
January 5, 2004	Monday - Schools Re-Open
January 19, 2004	Monday - No School - Martin Luther King, Jr. Day
February 13, 2004	Friday - Mid-Winter Vacation Begins at the Close of School [February 16 - 20, 2004]
February 23, 2004	Monday - Schools Re-Open
April 9, 2004	Friday - No School - Good Friday
April 16, 2004	Friday - Spring Vacation Begins at the Close of School [April 19 - 23, 2004]
April 26, 2004	Monday - Schools Re-Open
May 31, 2004	Monday - No School - Memorial Day
June 9, 2004	180 <sup>th</sup> School Day
June 16, 2004	185 <sup>th</sup> School Day (Includes five (5) Snow Days)

## 1.0 INTRODUCTION

### 1.1 PURPOSES

The process of supervision and evaluation detailed in this Handbook has three purposes. They are: 1) to recognize and document the quality of services rendered during the evaluation period; 2) to provide assistance and support to improve the quality of services offered and, 3) to provide evidence and assessments which may be used as a basis for personnel actions.

### 1.2 DEFINITIONS

"EMPLOYEE"...the term "employee" includes anyone serving in a position recognized within the bargaining Unit A represented by United Teachers of Lowell, Local 495 AFT, AFL-CIO.

"CERTIFICATION"...Massachusetts certification as issued pursuant to Massachusetts General Laws, Chapter 71, Section 38G and the regulations pertaining thereto as promulgated by the Department of Education.

"PRIMARY EVALUATOR"...usually the building principal unless otherwise designated on the teacher's criteria sheet at the beginning of an evaluation period.

"CONTRIBUTING EVALUATOR"...any person serving in a Unit B position who provides the Primary Evaluator with firsthand information which has been reduced to writing and shared with the employee involved. Such information can and often will include the contributing evaluator's assessments of the information recorded.

"EVALUATOR"...either a Primary or a Contributing Evaluator as defined herein.

"EVALUATION PERIOD"...that period of time which has elapsed since the last evaluation report.

"EVALUATION REPORT"...a report which is prepared by a Primary Evaluator and set forth on the Professional Evaluation Report Form. (See Appendix A)

"OBSERVATION"...a visitation by an evaluator, as defined above, specifically for the purpose of gathering data to be used in preparing an Evaluation Report.

"OBSERVATION REPORT"...information which is provided to the employee following an observation, series of observations or conferences. It is not an evaluation report; however, it may include assessments and may ultimately appear in or as an attachment to an evaluation report.

"SUPERVISORY CONFERENCE"...a meeting involving the employee and the Primary Evaluator to discuss the employee's performance, goals, and objectives.

## 1.3 GENERAL PRINCIPLES

- A. Evaluators shall insure that whenever an aspect of an employee's performance is considered unsatisfactory, that information will be given in writing to the employee involved as soon as possible to provide an opportunity to resolve such concerns before they appear in an evaluation report.
- B. All monitoring or observation of the work performance shall be conducted openly and with the full knowledge of the employee.
- C. Prior to any planned observation, the evaluator shall consult with the teacher about the practicality of scheduling such observation.
- D. Evaluation procedures shall be covered under Article III (Grievance Procedure) of this agreement. Nothing in this provision shall prevent any teacher from exercising their legal rights under the Massachusetts General Laws.
- E. The performance standards shall be measurable.
- F. The performance standards shall reflect and allow for significant differences in assignments and responsibilities. These differences shall be described in evaluation reports.
- G. The performance standards shall be shared with the person being evaluated in advance of the evaluation process.
- H. The purpose of evaluation shall be stated clearly, in writing, to the person being evaluated.
- I. The evaluation process shall be free of racial, sexual, religious and other discrimination and biases as defined in state and federal laws.
- J. The person being evaluated shall be allowed to gather and provide additional information on his/her performance. Such information must be provided in a timely manner and must be considered by the evaluator.
- K. The person being evaluated shall have an opportunity to respond in writing to the evaluation reports.

## 2.0 EVALUATION PROCEDURES

### 2.1 PRIMARY AND CONTRIBUTING EVALUATORS

- A. Each teacher shall have one primary evaluator who will usually be the principal. In those cases in which the teacher regularly serves in more than one school building, the primary evaluator will be the principal of the building in which the teacher spends the largest portion of the work week. The primary evaluator shall not be changed without first notifying the teacher(s) involved.

- B. Contributing Evaluators may provide written input either at their own initiative or at the request of the Primary Evaluator. In the event that the Primary Evaluator requests such written input, the employee shall be so notified in writing.
- C. All information provided by a Contributing Evaluator must be in writing, signed, and dated by the author and given to the employee involved before it is given to the Primary Evaluator. Input from a Contributing Evaluator shall be reviewed by the Primary Evaluator and may or may not be incorporated into the Evaluation Report at the discretion of the Primary Evaluator. In any event, the input from the Contributing Evaluator shall be attached to the Evaluation Report as an appendix if the employee so requests.
- D. All information reported by an Evaluator must be based on first-hand information or have been substantiated by the Evaluator as a result of an independent investigation of the matters involved.
- E. Employees should understand that any job-related interaction they have with a Primary or Contributing Evaluator may be a source of information that such an evaluator relies upon in preparing an evaluation report.

## 2.2 DATA-GATHERING PROCEDURES

- A. While conferences and observations are the primary sources of information regarding the performance of an employee, evaluators are expected to gather information in as many different ways as possible to produce the most complete and accurate picture of the employee's overall performance. These may include conferences with the employee, the review of materials produced by the employee, and information from employees, parents and other persons who can provide documented first hand information which had a bearing on the employee's performance and is appropriate to consider in the evaluation process.
- B. At the beginning of each evaluation period, all Primary Evaluators shall communicate in writing to the employees for whom they are responsible for supervising any specific data-gathering procedures that will be utilized. Appendix D shall be completed for the purposes of complying with this section. Employees are encouraged to provide evaluators with any information they would like their evaluators to consider. Evaluators may also request whatever additional job-related information they deem relevant from the employee.
- C. In all instances, the data-gathering procedures used must comply with the relevant provisions of the Collective Bargaining Agreement as most recently amended.

## 2.3 OBSERVATIONS AND SUPERVISORY CONFERENCES

### A. Teachers with Professional Status

A teacher with professional status shall be evaluated at least once every two years and shall receive the evaluation report on or before March 15.

The observation process shall commence as soon as possible in the school year. A minimum of one (1) observation shall precede the March 15 evaluation.

### B. Teacher without Professional Status and Long-Term Substitute

A teacher without professional status or long-term substitute shall receive two(2) evaluation reports: the first on or before December 15, and the second on or before March 15.

The observation process shall commence as soon as possible in the school year. A minimum of one observation shall precede the December 15 evaluation, and a minimum of one (1) observation shall precede the March 15 evaluation.

- C. The purpose of observation and conferences is to establish facts which may be recorded in Evaluation Reports.
- D. Following an observation and/or supervisory conferences, evaluators shall provide written feedback to the employee involved within seven working days.

## 2.4 FREQUENCY OF SUPERVISORY CONFERENCES

Each employee shall have a minimum of one observation and supervisory conference prior to the receipt of an evaluation report.

Whenever practical, conferences shall be scheduled during normal school hours. Conferences held outside of normal school hours shall be scheduled at a mutually agreeable time and location.

## 2.5 RESPONSIBILITY FOR EVALUATION

- A. The school committee is responsible for ensuring that adequate resources are available to evaluate all administrators and teachers without professional teacher status at least annually and to evaluate teachers with professional teacher status at least once every two years and to assist teachers and administrators to improve their performance.
- B. The superintendent, by means of a comprehensive evaluation, shall cause the performance of all teachers and administrators within the school district to be evaluated pursuant to 603 CMR 35.00 and the Principles of Effective Teaching and Principles of Effective Administrative Leadership adopted by the Board of Education and any consistent, supplemental performance standards as the school committee may require.
- C. The superintendent is responsible for ensuring that all evaluators have training in the principles of supervision and evaluation and have, or have available to them, expertise in the subject matter and/or areas to be evaluated.

2.6 REPORTING RESULTS

- A. Evaluation reports shall be communicated orally and in writing to the person being evaluated.
- B. Evaluation reports shall recognize areas of strength and identify all areas needing improvement.
- C. For any aspect of performance which needs improvement, the evaluation report shall specify what the individual needs to do to meet the performance standards.
- D. A reasonable amount of time shall be provided to permit the individual to implement the recommendations for improvement of performance and to meet the performance standards.

3.0 EVALUATIVE CRITERIA

3.1 PRINCIPLES AND STANDARDS OF EFFECTIVE TEACHING

The following Principles and Standards of Effective Teaching apply to all employees where applicable. This list is by no means exhaustive. It is, however, intended to guide the evaluator and evaluatee in setting fourth those general areas which will be the focus of the supervisory and evaluation process. (See Appendix A)

I. CURRENCY IN THE CURRICULUM

The teacher is up to date regarding curriculum content.

II. EFFECTIVE PLANNING & ASSESSMENT OF CURRICULUM & INSTRUCTION

The teacher plans instruction effectively.

The teacher plans assessment of student learning effectively.

The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials or assessments when appropriate.

III. EFFECTIVE MANAGEMENT OF CLASSROOM ENVIRONMENT

The teacher creates an environment that is positive for student learning and involvement.

The teacher maintains appropriate standards of behavior, mutual respect and safety.

IV. EFFECTIVE INSTRUCTION

\_\_\_ The teacher makes learning goals clear to students.

\_\_\_ The teacher uses appropriate instruction techniques.

\_\_\_ The teacher uses appropriate questioning techniques.

\_\_\_ The teacher evaluates, tries innovative approaches and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence in ability to learn.

V. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT

\_\_\_ The teacher communicates learning goals and high standards and expectations to students.

\_\_\_ The teacher promotes confidence and perseverance in the student that stimulate increased personal student responsibility for achieving the goals of the curriculum.

Employee Signature \_\_\_\_\_

#### IV. EFFECTIVE INSTRUCTION

The teacher makes learning goals clear to students.

The teacher uses appropriate instruction techniques.

The teacher uses appropriate questioning techniques.

The teacher evaluates, tries innovative approaches and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence in ability to learn.

#### V. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT

The teacher communicates learning goals and high standards and expectations to students.

The teacher promotes confidence and perseverance in the student that stimulate increased personal student responsibility for achieving the goals of the curriculum.

#### VI. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

The teacher strives to ensure equitable opportunities for student learning.

The teacher demonstrates appreciation for and sensitivity to the diversity among individuals.

#### VII. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

The teacher is constructive and cooperative in interactions with parents and receptive to their contributions.

The teacher shares responsibility for accomplishing the goals and priorities of his/her grade/team/department, building and school district.

The teacher is a reflective and continuous learner.

The teacher complies with School Committee policies, contractual agreements, state and federal laws and regulations.

The teacher works cooperatively with colleagues, administrators and other school personnel.

#### 4.0 EVALUATION REPORTS

##### 4.1 PERSONNEL WITH PROFESSIONAL STATUS

All personnel with professional status shall receive at least one Evaluation Report every two years.

##### 4.2 PERSONNEL WITHOUT PROFESSIONAL STATUS

A. All personnel without professional status shall receive two (2) Evaluation Reports from their Primary Evaluator each school year: the first, on or before December 15 and the second on or before March 15. For permanent hires without professional status, each report will contain the evaluator's recommendation with respect to reappointment. Said recommendation will be made whether or not there will be a position available for the forthcoming year. One of the following statements will be used:

1. I recommend reappointment;
2. I recommend professional status;
3. I recommend non-reappointment.

B. The Superintendent must act upon the employment status of each teacher without professional status sometime on or before May 15.

##### 4.3 EVALUATION REPORTS

- A. Evaluation Reports shall be prepared on the appropriate Unit A Evaluation Form (See Appendix A). They shall contain or have attached a description of the data-gathering procedures followed and will set forth specific facts about which the evaluator is making judgements. Supporting documentary evidence may be attached (e.g. memoranda and letters provided that they have been given to the employee involved).
- B. The Evaluator shall prepare an original and two copies of each Evaluation Report and all attachments. The original will be forwarded to the Personnel Office. The employee will be given one copy and the Evaluator will keep a copy.
- C. Each page of the Evaluation Report shall be signed by the employee as an acknowledgment of its receipt.
- D. If the employee wishes to attach a statement to the report, it must be submitted to the Evaluator and the Personnel Office within thirty (30) calendar days.
- E. Employees shall be given a copy of their evaluation reports at least seventy-two (72) hours in advance of a supervisory conference with the Evaluator.

5.0 PERSONNEL RECORDS AND FILES

Appendix A

Revised 2/29/96

5.1 A "Personnel Record" is any record kept by the employer that identifies an employee, to the extent that the record is or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, compensation, evaluation or disciplinary action.

5.2 There shall be only one (1) official file for each employee maintained by the Personnel Office, which shall contain data relevant to the work performance of the employee. Other files may be maintained subject to the provisions of Section 5.0 and relevant laws, however, all personnel action can only be based on the data which has been placed in the official file maintained by the Personnel Office.

5.3 All evaluators should review their own files relative to employees at least once per school year and forward to the Personnel Office and the employee those documents which are to be inserted in the employee's personnel file.

5.4 Upon written request, the employee shall be furnished with one free copy per school year of any or all material in his/her file, thereafter, additional copies will cost 50 cents per page.

5.5 Materials in an employee's file shall be available only to the employee, or his/her designated representative, the Superintendent, or his/her designee or the School Committee.

LOWELL PUBLIC SCHOOLS  
UNIT A  
EVALUATION FORM

NAME \_\_\_\_\_ DATE \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_ LOCATION(S) \_\_\_\_\_

PRIMARY EVALUATOR \_\_\_\_\_

CONTRIBUTING EVALUATOR(S) \_\_\_\_\_

The employee will be rated on each item using one of the following ratings:

S - The employee's performance meets or exceeds professional standards and position requirements.

U - The employee's performance is below the level of acceptability; improvement plan needs to be formulated.

N - No evidence collected regarding this item during the evaluation period.

The evaluator will write the rating for each item in the space provided. Narrative comments must be provided for each item which is rated unsatisfactory and may be provided for any other items. Comments must include the data which formed the factual basis for any unsatisfactory rating and the evaluator's specific expectation with regard to improvement. An Improvement Plan (Appendix B) must be completed for each item which is rated unsatisfactory.

Data-gathering procedures followed during the evaluation period.  
(As per Appendix D attached)

PRINCIPLES AND STANDARDS OF EFFECTIVE TEACHING

The following Principles and Standards of Effective Teaching apply to all employees where applicable. This list is by no means exhaustive. It is, however, intended to guide the evaluator and evaluatee in setting forth those general areas which will be the focus of the supervisory and evaluation process. (See Appendix A)

I. CURRENCY IN THE CURRICULUM

\_\_\_ The teacher is up to date regarding curriculum content.

Employee Signature \_\_\_\_\_



**II. EFFECTIVE PLANNING & ASSESSMENT OF CURRICULUM & INSTRUCTION**

\_\_\_ The teacher plans instruction effectively.

\_\_\_ The teacher plans assessment of student learning effectively.

\_\_\_ The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials or assessments when appropriate.

**III. EFFECTIVE MANAGEMENT OF CLASSROOM ENVIRONMENT**

\_\_\_ The teacher creates an environment that is positive for student learning and involvement.

\_\_\_ The teacher maintains appropriate standards of behavior, mutual respect and safety.

Employee Signature \_\_\_\_\_

**VI. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY**

\_\_\_ The teacher strives to ensure equitable opportunities for student learning.

\_\_\_ The teacher demonstrates appreciation for and sensitivity to the diversity among individuals.

**VII. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES**

\_\_\_ The teacher is constructive and cooperative in interactions with parents and receptive to their contributions.

\_\_\_ The teacher shares responsibility for accomplishing the goals and priorities of his/her grade/team/department, building and school district.

\_\_\_ The teacher is a reflective and continuous learner.

\_\_\_ The teacher complies with School Committee policies, contractual agreements, state and federal laws and regulations.

\_\_\_ The teacher works cooperatively with colleagues, administrators, and other school personnel.

Employee Signature \_\_\_\_\_

Comments/Summary Statement: (Additional sheets may be attached).

Appendix B

LOWELL PUBLIC SCHOOLS  
IMPROVEMENT PLAN  
UNIT A

Name \_\_\_\_\_ Date \_\_\_\_\_

Assignment \_\_\_\_\_ Location \_\_\_\_\_

Primary Evaluator \_\_\_\_\_

Contributing Evaluator(s) \_\_\_\_\_

If an employee's performance is rated as unsatisfactory (U), an improvement plan must be completed for each criterion rated as unsatisfactory.

The following plan is based upon an unsatisfactory rating on the evaluation form dated \_\_\_\_\_.

OVERALL PERFORMANCE RATING: \_\_\_\_\_  
S or U

Date of next evaluation report: \_\_\_\_\_  
Month/Year

FOR PERMANENT HIRES ONLY:

I recommend reappointment \_\_\_\_\_

I recommend professional status \_\_\_\_\_

I recommend non-reappointment \_\_\_\_\_

The employee's signature represents receipt only. If the employee wishes to attach a written statement, it must be submitted to the primary evaluator within thirty (30) calendar days.

ATTACHMENTS: \_\_\_\_ YES \_\_\_\_ NO

SIGNATURES:

Primary Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Employee \_\_\_\_\_ Date \_\_\_\_\_

1. Criterion rated as Unsatisfactory:

2. Specific requirements which must be met to achieve a satisfactory rating:

3. Support and assistance which will be offered to help the employee (identify the provider):

4. Date for the next evaluation relative to this Improvement Plan:

Comments:

Signatures:

Primary Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Employee \_\_\_\_\_ Date \_\_\_\_\_

The employee's signature represents receipt only. If the employee wishes to attach a written statement, it must be submitted to the primary evaluator within thirty (30) calendar days.

## 603 CMR 7.00 DEPARTMENT OF EDUCATION

## CERTIFICATION OF EDUCATIONAL PERSONNEL

ATTACHMENTS: \_\_\_\_\_ YES \_\_\_\_\_ NO

STANDARD CERTIFICATE

1. Competency I: Subject Matter Knowledge. The effective teacher demonstrates knowledge of the subject matter field, as described in the competencies listed for each teaching certificate.
2. Competency II: Communication. The effective teacher:
  - a. communicates sensitively;
  - b. uses communication to enhance teaching as appropriate to the age, learning style, and developmental stage of the learner.
3. Competency III: Instructional Practice. The effective teacher:
  - a. employs instructional skills of the advanced level;
  - b. maintains a sense of order and purpose in the classroom;
  - c. uses instructional resources, including audio-visual materials, computer-based technology, and the arts, appropriate to the subject matter and to the age, learning styles, developmental stage, special needs, and social, racial, and linguistic backgrounds of individual learners and of the class as a group;
  - d. uses family and community resources to enhance student learning;
  - e. develops and modifies curriculum to meet student needs;
  - f. effectively integrates students with special needs into the regular classroom;
  - g. develops and implements Individualized Education Plans (IEPs) where needed.
4. Competency IV: Evaluation. The effective teacher:
  - a. employs advanced levels of evaluation skills to measure student performance, as well as his or her own;
  - b. designs and uses evaluative procedures to correct for any ethnic, racial, sexual or disability bias;
  - c. uses results of evaluative procedures to improve instruction for the class as a whole and for individual students;
  - d. identifies learners' strengths;
  - e. encourages students' assessment of their own learning and instruction;
  - f. understands and interprets research;
  - g. uses methods of systematic observation of student behavior and teacher-student interaction to improve instruction.
5. Competency V: Problem Solving. The effective teacher:
  - a. employs advanced levels of problem-solving skills;
  - b. uses inquiry methods to understand student learning, to create effective learning environments, to foster students' creative and analytical thinking skills and to solve instructional and management problems effectively and creatively.

6. Competency VI: Equity. The effective teacher:

- a. expertly addresses equity issues;
- b. understands the unique developmental and cultural needs and challenges experienced by special needs children, and linguistic and other minorities, and works to effectively integrate these students into classroom, school and community settings;
- c. understands the roles of the American school in a democratic and multicultural society, the relationship between cognitive development and ethical behavior, and current equity issues;
- d. masters effective strategies within the classroom and other school settings to address discrimination based on each student's race, sex, sexual orientation, religion, socioeconomic class, or disability.
- e. uses teaching strategies and related research to foster second-language acquisition;
- f. defends and encourages the rights of students to equal treatment and freedom of expression;
- g. encourages development of self-esteem of all children;
- h. uses different kinds of learning groups;
- i. continually learns from students and parents about their backgrounds, experiences, and culture and incorporates their contributions into the curriculum;
- j. integrates knowledge of subject matter, methodology, human development, and individual differences to enhance instruction for all students.

7. Competency VII: Professionalism. The effective teacher:

- a. demonstrates professionalism;
- b. keeps informed of current professional literature and discusses issues and developments in the field of education with colleagues;
- c. engages in activities that promote professional growth;
- d. acts in a responsible and collegial manner within and beyond his or her school setting; uses relevant support systems within and outside the school in order to optimize opportunities for teaching and learning.

8. Pedagogical Content Knowledge. The effective teacher in any certificate area:

- a. integrates theory and practice in teaching students with and without special needs;
- b. understands the foundations of the certificate area and of education, including philosophical, historical and sociological issues;
- c. demonstrates a philosophical and academic basis for educational decision-making and for selecting, organizing and implementing the curriculum;
- d. evaluates current research and integrates this knowledge into the curriculum;
- e. uses a variety of techniques in teaching, including the exploration of the issues and ethics;
- f. understands the common difficulties students have in learning skills and concepts;
- g. teaches students to transfer knowledge to situations that are typical of everyday life.

EVALUATION DATA-GATHERING STATEMENT  
Unit A

(Completed in compliance with 2.2B.)

EMPLOYEE \_\_\_\_\_ DATE \_\_\_\_\_

POSITION/DEPARTMENT \_\_\_\_\_ SCHOOL \_\_\_\_\_

PRIMARY EVALUATOR \_\_\_\_\_

CONTRIBUTING EVALUATOR(s) (See Section 2.1 of the Unit A Evaluation Handbook)

Name \_\_\_\_\_ Position \_\_\_\_\_

Rationale \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Rationale \_\_\_\_\_

## DATA-GATHERING PROCEDURES:

(See Section 2.2 Evaluation Procedures, General Criteria on Evaluation Form and Department of Education Common Standards, Appendix C)

Date of Conference(s): \_\_\_\_\_

Comments:

For Evaluation Period \_\_\_\_\_

Signatures: \_\_\_\_\_ Date \_\_\_\_\_

Primary Evaluator

Employee

Date \_\_\_\_\_

APPENDIX D

Coaches' and Advisors' Salary Schedule

Salary schedule placement is dictated by completed years of service.

Example: A new coach with no experience is placed on YR 1 and will move to the next step next year.

An advisor with two years of experience moves to YR 3 and then to YR 4 next year, etc.

Coaches and Advisors

1. Change all numbers by the percentage in Appendix A.
2. Adjust Boy's Cross Country and Girl's Cross Country coaches' salary effective with the start of 1997-1998 school year.
3. The parties agree to the attached contract procedure for coaches.
4. The parties agree to the changes and adjustment to the club advisor schedule consistent with the attached document entitled "Review of Club Advisors" and dated January 10, 2002.

Coaches Salary Schedule for 2002-2004

APPENDIX D

LOWELL HIGH SCHOOL COACHES

7/01/02 Increase of 2.5%

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>FOOTBALL</b>							
Head Varsity	9,236	9,591	9,947	10,301	10,657	11,013	11,367
Asst. Varsity	4,636	5,001	5,364	5,729	6,094	6,456	6,819
Asst. Varsity	4,636	5,001	5,364	5,729	6,094	6,456	6,819
Asst. Varsity	4,636	5,001	5,364	5,729	6,094	6,456	6,819
Asst. Varsity	4,636	5,001	5,364	5,729	6,094	6,456	6,819
Asst. Varsity	4,636	5,001	5,364	5,729	6,094	6,456	6,819
Asst. Varsity	4,636	5,001	5,364	5,729	6,094	6,456	6,819
Freshman	3,714	3,952	4,192	4,433	4,672	4,910	5,152
Freshman	3,714	3,952	4,192	4,433	4,672	4,910	5,152
<b>VOLLEYBALL - Boys &amp; Girls</b>							
Head - Coach	3,527	3,821	4,049	4,282	4,512	4,744	4,973
Assistant	1,811	2,009	2,203	2,399	2,593	2,790	2,983
<b>BASEBALL</b>							
Head Varsity	5,755	6,218	6,678	7,140	7,601	8,065	8,526
Assistant	2,877	3,250	3,622	3,996	4,370	4,744	5,115
Jr. Varsity	2,877	3,250	3,622	3,996	4,370	4,744	5,115
Freshman	2,346	2,665	2,983	3,304	3,622	3,944	4,262
<b>WRESTLING</b>							
Head Varsity	6,394	6,750	7,104	7,459	7,816	8,225	8,526
Asst. Varsity	3,197	3,465	3,939	4,159	4,476	4,796	5,115
Freshman	2,346	2,665	2,983	3,304	3,622	3,944	4,262
<b>HOCKEY</b>							
Head Varsity	5,755	6,218	6,678	7,140	7,601	8,065	8,526
Asst. Varsity	2,877	3,250	3,622	3,996	4,370	4,744	5,115
Asst. Varsity	2,877	3,250	3,622	3,996	4,370	4,744	5,115
<b>SOFTBALL</b>							
Head Varsity	5,755	6,218	6,678	7,140	7,601	8,065	8,526
Asst. Varsity	2,877	3,250	3,622	3,996	4,370	4,744	5,115
Jr. Varsity	2,877	3,250	3,622	3,996	4,370	4,744	5,115
Freshman	2,346	2,665	2,983	3,304	3,622	3,944	4,262
<b>GYMNASTICS - Boys &amp; Girls</b>							
Head Varsity	4,476	4,708	4,937	5,171	5,399	5,632	5,916
Assistant	2,238	2,451	2,665	2,877	3,090	3,304	3,465
<b>TENNIS - Boys &amp; Girls</b>							
Head Coach	3,588	3,821	4,049	4,282	4,511	4,744	4,972

**Coaches Salary Schedule for 2002-2004**  
7/01/02 Increase of 2.5%

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>GOLF</b>							
Head Coach	2,684	2,797	2,912	3,029	3,146	3,260	3,375
<b>SKI</b>							
Head Coach	2,684	2,797	2,912	3,029	3,146	3,260	3,375
<b>SWIMMING -</b>							
<b>Boys &amp; Girls</b>							
Head Coach	3,588	3,821	4,049	4,282	4,511	4,744	4,972
Assistant	1,811	2,009	2,202	2,399	2,593	2,789	2,983
Assistant	1,811	2,009	2,202	2,399	2,593	2,789	2,983
<b>BASKETBALL -</b>							
<b>Boys &amp; Girls</b>							
Head Varsity	6,661	7,017	7,372	7,727	8,046	8,403	8,792
Asst. Varsity	3,359	3,677	3,996	4,317	4,636	4,957	5,276
Jr. Varsity	3,359	3,677	3,996	4,317	4,636	4,957	5,276
Freshman	2,691	2,976	3,260	3,545	3,828	4,111	4,387
<b>INDOOR TRACK</b>							
<b>- Boys &amp; Girls</b>							
Head Coach	4,441	4,796	5,151	5,507	5,862	6,218	6,572
Assistant	2,238	2,522	2,807	3,091	3,375	3,655	3,767
Assistant	2,238	2,522	2,807	3,091	3,375	3,655	3,767
<b>OUTDOOR</b>							
<b>TRACK - Boys &amp; Girls</b>							
Head Coach	4,441	4,796	5,151	5,507	5,862	6,218	6,572
Assistant	2,238	2,522	2,807	3,091	3,375	3,655	3,767
Assistant	2,238	2,522	2,807	3,091	3,375	3,655	3,767
<b>SOCCER - Boys &amp; Girls</b>							
Head Coach	4,441	4,796	5,151	5,507	5,862	6,218	6,572
Assistant	2,238	2,522	2,807	3,091	3,375	3,655	3,767
Assistant	2,238	2,522	2,807	3,091	3,375	3,655	3,767
Goalie Coach	2,238	2,522	2,807	3,091	3,375	3,655	3,767
<b>LACROSSE -</b>							
<b>Boys &amp; Girls</b>							
Head Coach	4,441	4,796	5,151	5,507	5,862	6,218	6,572
Assistant	2,238	2,522	2,807	3,091	3,375	3,655	3,767
Assistant	2,183	2,522	2,807	3,091	3,375	3,655	3,767
<b>FIELD HOCKEY</b>							
Head Coach	4,441	4,796	5,151	5,507	5,862	6,218	6,572
Assistant	2,238	2,522	2,807	3,091	3,375	3,655	3,767
Assistant	2,238	2,522	2,807	3,091	3,375	3,655	3,767

**Coaches Salary Schedule for 2002-2004**  
7/01/02 Increase of 2.5%

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 1
<b>CROSS COUNTRY -</b>								
<b>Boys &amp; Girls</b>								
Head Coach	4,636	5,001	5,364	5,729	6,094	6,456	6,819	4,729
<b>CHEERLEADING</b>								
<b>- 3 Seasons</b>								
Head Coach	1,796	1,911	2,025	2,140	2,257	2,373	2,487	1,832
Assistant	907	1,002	1,101	1,199	1,299	1,394	1,491	925
<b>CREW - 2</b>								
<b>Seasons</b>								
Head Coach	3,527	3,821	4,049	4,282	4,512	4,744	4,973	3,598
Assistant	1,811	2,009	2,203	2,399	2,593	2,790	2,983	1,847
<b>PT Crew</b>								
<b>Coaches \$10/hour</b>								
<b>EQUIPMENT</b>								
<b>MANAGER</b>	9,236	9,591	9,947	10,301	10,657	11,013	11,367	9,421
<b>STATISTICIAN -</b>								
<b>\$4000</b>	4,100							4,182

Coaches Salary Schedule for 2002-2004

APPENDIX D

LOWELL HIGH SCHOOL COACHES

7/01/03 Increase of 2%

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>FOOTBALL</b>							
Head Varsity	9,421	9,783	10,146	10,507	10,870	11,233	11,595
Asst. Varsity	4,729	5,101	5,471	5,843	6,215	6,586	6,956
Asst. Varsity	4,729	5,101	5,471	5,843	6,215	6,586	6,956
Asst. Varsity	4,729	5,101	5,471	5,843	6,215	6,586	6,956
Asst. Varsity	4,729	5,101	5,471	5,843	6,215	6,586	6,956
Asst. Varsity	4,729	5,101	5,471	5,843	6,215	6,586	6,956
Asst. Varsity	4,729	5,101	5,471	5,843	6,215	6,586	6,956
Freshman	3,788	4,031	4,276	4,522	4,765	5,008	5,255
Freshman	3,788	4,031	4,276	4,522	4,765	5,008	5,255
<b>VOLLEYBALL - Boys &amp; Girls</b>							
Head - Coach	3,598	3,898	4,130	4,368	4,602	4,839	5,073
Assistant	1,847	2,049	2,247	2,446	2,645	2,846	3,042
<b>BASEBALL</b>							
Head Varsity	5,870	6,342	6,811	7,283	7,753	8,226	8,696
Assistant	2,935	3,315	3,695	4,076	4,457	4,839	5,217
Jr. Varsity	2,935	3,315	3,695	4,076	4,457	4,839	5,217
Freshman	2,393	2,718	3,042	3,370	3,695	4,023	4,347
<b>WRESTLING</b>							
Head Varsity	6,522	6,885	7,246	7,608	7,972	8,389	8,696
Asst. Varsity	3,261	3,534	4,018	4,243	4,566	4,892	5,217
Freshman	2,393	2,718	3,042	3,370	3,695	4,023	4,347
<b>HOCKEY</b>							
Head Varsity	5,870	6,342	6,811	7,283	7,753	8,226	8,696
Asst. Varsity	2,935	3,315	3,695	4,076	4,457	4,839	5,217
Asst. Varsity	2,935	3,315	3,695	4,076	4,457	4,839	5,217
<b>SOFTBALL</b>							
Head Varsity	5,870	6,342	6,811	7,283	7,753	8,226	8,696
Asst. Varsity	2,935	3,315	3,695	4,076	4,457	4,839	5,217
Jr. Varsity	2,935	3,315	3,695	4,076	4,457	4,839	5,217
Freshman	2,393	2,718	3,042	3,370	3,695	4,023	4,347
<b>GYMNASTICS - Boys &amp; Girls</b>							
Head Varsity	4,566	4,802	5,036	5,275	5,507	5,745	6,035
Assistant	2,282	2,500	2,718	2,935	3,152	3,370	3,534
<b>TENNIS - Boys &amp; Girls</b>							
Head Coach	3,659	3,898	4,130	4,368	4,601	4,839	5,072

Coaches Salary Schedule for 2002-2004

7/01/03 Increase of 2%

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>GOLF</b>							
Head Coach	2,738	2,853	2,970	3,089	3,209	3,325	3,443
<b>SKI</b>							
Head Coach	2,738	2,853	2,970	3,089	3,209	3,325	3,443
<b>SWIMMING - Boys &amp; Girls</b>							
Head Coach	3,659	3,898	4,130	4,368	4,601	4,839	5,072
Assistant	1,847	2,049	2,246	2,446	2,645	2,845	3,042
Assistant	1,847	2,049	2,246	2,446	2,645	2,845	3,042
<b>BASKETBALL - Boys &amp; Girls</b>							
Head Varsity	6,795	7,157	7,519	7,882	8,207	8,571	8,968
Asst. Varsity	3,426	3,750	4,076	4,404	4,729	5,056	5,381
Jr. Varsity	3,426	3,750	4,076	4,404	4,729	5,056	5,381
Freshman	2,744	3,035	3,325	3,616	3,905	4,194	4,475
<b>INDOOR TRACK - Boys &amp; Girls</b>							
Head Coach	4,530	4,892	5,254	5,617	5,979	6,342	6,704
Assistant	2,282	2,572	2,864	3,153	3,443	3,728	3,842
Assistant	2,282	2,572	2,864	3,153	3,443	3,728	3,842
<b>OUTDOOR TRACK - Boys &amp; Girls</b>							
Head Coach	4,530	4,892	5,254	5,617	5,979	6,342	6,704
Assistant	2,282	2,572	2,864	3,153	3,443	3,728	3,842
Assistant	2,282	2,572	2,864	3,153	3,443	3,728	3,842
<b>SOCCER - Boys &amp; Girls</b>							
Head Coach	4,530	4,892	5,254	5,617	5,979	6,342	6,704
Assistant	2,282	2,572	2,864	3,153	3,443	3,728	3,842
Assistant	2,282	2,572	2,864	3,153	3,443	3,728	3,842
Goalie Coach	2,282	2,572	2,864	3,153	3,443	3,728	3,842
<b>LACROSSE - Boys &amp; Girls</b>							
Head Coach	4,530	4,892	5,254	5,617	5,979	6,342	6,704
Assistant	2,282	2,572	2,864	3,153	3,443	3,728	3,842
Assistant	2,227	2,572	2,864	3,153	3,443	3,728	3,842
<b>FIELD HOCKEY</b>							
Head Coach	4,530	4,892	5,254	5,617	5,979	6,342	6,704
Assistant	2,282	2,572	2,864	3,153	3,443	3,728	3,842
Assistant	2,282	2,572	2,864	3,153	3,443	3,728	3,842

**Coaches Salary Schedule for 2002-2004**  
7/01/03 Increase of 2%

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>CROSS COUNTRY - Boys &amp; Girls</b>							
Head Coach	4,729	5,101	5,471	5,843	6,215	6,586	6,956
<b>CHEERLEADING - 3 Seasons</b>							
Head Coach	1,832	1,949	2,066	2,183	2,302	2,420	2,536
Assistant	925	1,022	1,123	1,223	1,325	1,422	1,521
<b>CREW - 2 Seasons</b>							
Head Coach	3,598	3,898	4,130	4,368	4,602	4,839	5,073
Assistant	1,847	2,049	2,247	2,446	2,645	2,846	3,042
PT Crew Coaches \$10/hour							
<b>EQUIPMENT MANAGER</b>	9,421	9,783	10,146	10,507	10,870	11,233	11,595
<b>STATISTICIAN - \$4000</b>	4,182						

**Coaches Salary Schedule for 2002-2004**

**APPENDIX D**

**LOWELL HIGH SCHOOL COACHES**

1/19/04 Increase of 1%

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>FOOTBALL</b>							
Head Varsity	9,515	9,881	10,247	10,612	10,979	11,345	11,711
Asst. Varsity	4,776	5,152	5,526	5,902	6,278	6,651	7,025
Asst. Varsity	4,776	5,152	5,526	5,902	6,278	6,651	7,025
Asst. Varsity	4,776	5,152	5,526	5,902	6,278	6,651	7,025
Asst. Varsity	4,776	5,152	5,526	5,902	6,278	6,651	7,025
Asst. Varsity	4,776	5,152	5,526	5,902	6,278	6,651	7,025
Asst. Varsity	4,776	5,152	5,526	5,902	6,278	6,651	7,025
Freshman	3,826	4,072	4,319	4,567	4,813	5,058	5,307
Freshman	3,826	4,072	4,319	4,567	4,813	5,058	5,307
<b>VOLLEYBALL - Boys &amp; Girls</b>							
Head - Coach	3,634	3,937	4,171	4,412	4,648	4,887	5,123
Assistant	1,866	2,070	2,269	2,471	2,672	2,874	3,073
<b>BASEBALL</b>							
Head Varsity	5,929	6,405	6,880	7,356	7,831	8,308	8,783
Assistant	2,964	3,348	3,732	4,117	4,502	4,887	5,269
Jr. Varsity	2,964	3,348	3,732	4,117	4,502	4,887	5,269
Freshman	2,417	2,745	3,073	3,403	3,732	4,063	4,391
<b>WRESTLING</b>							
Head Varsity	6,587	6,953	7,319	7,684	8,052	8,423	8,783
Asst. Varsity	3,294	3,569	4,058	4,285	4,611	4,941	5,269
Freshman	2,417	2,745	3,073	3,403	3,732	4,063	4,391
<b>HOCKEY</b>							
Head Varsity	5,929	6,405	6,880	7,356	7,831	8,308	8,783
Asst. Varsity	2,964	3,348	3,732	4,117	4,502	4,887	5,269
Asst. Varsity	2,964	3,348	3,732	4,117	4,502	4,887	5,269
<b>SOFTBALL</b>							
Head Varsity	5,929	6,405	6,880	7,356	7,831	8,308	8,783
Asst. Varsity	2,964	3,348	3,732	4,117	4,502	4,887	5,269
Jr. Varsity	2,964	3,348	3,732	4,117	4,502	4,887	5,269
Freshman	2,417	2,745	3,073	3,403	3,732	4,063	4,391
<b>GYMNASTICS - Boys &amp; Girls</b>							
Head Varsity	4,611	4,850	5,087	5,327	5,562	5,802	6,095
Assistant	2,305	2,525	2,745	2,964	3,184	3,403	3,569
<b>TENNIS - Boys &amp; Girls</b>							
Head Coach	3,696	3,937	4,171	4,412	4,647	4,887	5,122



**Coaches Salary Schedule for 2002-2004  
1/19/04 Increase of 1%**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>GOLF</b>							
Head Coach	2,766	2,882	3,000	3,120	3,241	3,358	3,477
<b>SKI</b>							
Head Coach	2,766	2,882	3,000	3,120	3,241	3,358	3,477
<b>SWIMMING - Boys &amp; Girls</b>							
Head Coach	3,696	3,937	4,171	4,412	4,647	4,887	5,122
Assistant	1,866	2,070	2,268	2,471	2,672	2,873	3,073
Assistant	1,866	2,070	2,268	2,471	2,672	2,873	3,073
<b>BASKETBALL - Boys &amp; Girls</b>							
Head Varsity	6,863	7,229	7,594	7,961	8,289	8,657	9,058
Asst. Varsity	3,460	3,788	4,117	4,448	4,776	5,107	5,435
Jr. Varsity	3,460	3,788	4,117	4,448	4,776	5,107	5,435
Freshman	2,772	3,065	3,358	3,653	3,944	4,235	4,519
<b>INDOOR TRACK - Boys &amp; Girls</b>							
Head Coach	4,575	4,941	5,306	5,674	6,039	6,405	6,771
Assistant	2,305	2,598	2,892	3,185	3,477	3,766	3,881
Assistant	2,305	2,598	2,892	3,185	3,477	3,766	3,881
<b>OUTDOOR TRACK - Boys &amp; Girls</b>							
Head Coach	4,575	4,941	5,306	5,674	6,039	6,405	6,771
Assistant	2,305	2,598	2,892	3,185	3,477	3,766	3,881
Assistant	2,305	2,598	2,892	3,185	3,477	3,766	3,881
<b>SOCCER - Boys &amp; Girls</b>							
Head Coach	4,575	4,941	5,306	5,674	6,039	6,405	6,771
Assistant	2,305	2,598	2,892	3,185	3,477	3,766	3,881
Assistant	2,305	2,598	2,892	3,185	3,477	3,766	3,881
Goalie Coach	2,305	2,598	2,892	3,185	3,477	3,766	3,881
<b>LACROSSE - Boys &amp; Girls</b>							
Head Coach	4,575	4,941	5,306	5,674	6,039	6,405	6,771
Assistant	2,305	2,598	2,892	3,185	3,477	3,766	3,881
Assistant	2,249	2,598	2,892	3,185	3,477	3,766	3,881
<b>FIELD HOCKEY</b>							
Head Coach	4,575	4,941	5,306	5,674	6,039	6,405	6,771
Assistant	2,305	2,598	2,892	3,185	3,477	3,766	3,881
Assistant	2,305	2,598	2,892	3,185	3,477	3,766	3,881

**Coaches Salary Schedule for 2002-2004  
1/19/04 Increase of 1%**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
<b>CROSS COUNTRY - Boys &amp; Girls</b>						
Head Coach	4,776	5,152	5,526	5,902	6,278	6,651
<b>CHEERLEADING - 3 Seasons</b>						
Head Coach	1,850	1,968	2,087	2,205	2,325	2,445
Assistant	935	1,033	1,134	1,235	1,338	1,436
<b>CREW - 2 Seasons</b>						
Head Coach	3,634	3,937	4,171	4,412	4,648	4,887
Assistant	1,866	2,070	2,269	2,471	2,672	2,874
<b>PT Crew Coaches \$10/hour</b>						
<b>EQUIPMENT MANAGER</b>						
	9,515	9,881	10,247	10,612	10,979	11,345
<b>STATISTICIAN - \$4000</b>						
	4,224					

Coaches Salary Schedule for 2002-2004

APPENDIX D

LOWELL HIGH SCHOOL COACHES

6/30/04 Increase of 1%

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>FOOTBALL</b>							
Head Varsity	9,610	9,979	10,349	10,718	11,089	11,459	11,828
Asst. Varsity	4,824	5,204	5,581	5,961	6,340	6,718	7,096
Asst. Varsity	4,824	5,204	5,581	5,961	6,340	6,718	7,096
Asst. Varsity	4,824	5,204	5,581	5,961	6,340	6,718	7,096
Asst. Varsity	4,824	5,204	5,581	5,961	6,340	6,718	7,096
Asst. Varsity	4,824	5,204	5,581	5,961	6,340	6,718	7,096
Asst. Varsity	4,824	5,204	5,581	5,961	6,340	6,718	7,096
Freshman	3,864	4,112	4,362	4,613	4,861	5,109	5,360
Freshman	3,864	4,112	4,362	4,613	4,861	5,109	5,360
<b>VOLLEYBALL - Boys &amp; Girls</b>							
Head - Coach	3,670	3,976	4,213	4,456	4,695	4,936	5,175
Assistant	1,885	2,090	2,292	2,496	2,698	2,903	3,104
<b>BASEBALL</b>							
Head Varsity	5,988	6,469	6,948	7,429	7,909	8,391	8,871
Assistant	2,994	3,382	3,769	4,158	4,547	4,936	5,322
Jr. Varsity	2,994	3,382	3,769	4,158	4,547	4,936	5,322
Freshman	2,441	2,773	3,104	3,437	3,769	4,104	4,435
<b>WRESTLING</b>							
Head Varsity	6,653	7,023	7,392	7,761	8,132	8,558	8,871
Asst. Varsity	3,326	3,605	4,099	4,328	4,657	4,990	5,322
Freshman	2,441	2,773	3,104	3,437	3,769	4,104	4,435
<b>HOCKEY</b>							
Head Varsity	5,988	6,469	6,948	7,429	7,909	8,391	8,871
Asst. Varsity	2,994	3,382	3,769	4,158	4,547	4,936	5,322
Asst. Varsity	2,994	3,382	3,769	4,158	4,547	4,936	5,322
<b>SOFTBALL</b>							
Head Varsity	5,988	6,469	6,948	7,429	7,909	8,391	8,871
Asst. Varsity	2,994	3,382	3,769	4,158	4,547	4,936	5,322
Jr. Varsity	2,994	3,382	3,769	4,158	4,547	4,936	5,322
Freshman	2,441	2,773	3,104	3,437	3,769	4,104	4,435
<b>GYMNASTICS - Boys &amp; Girls</b>							
Head Varsity	4,657	4,899	5,137	5,381	5,617	5,860	6,156
Assistant	2,328	2,550	2,773	2,994	3,216	3,437	3,605
<b>TENNIS - Boys &amp; Girls</b>							
Head Coach	3,733	3,976	4,213	4,456	4,694	4,936	5,174

Coaches Salary Schedule for 2002-2004

6/30/04 Increase of 1%

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>GOLF</b>							
Head Coach	2,793	2,911	3,030	3,152	3,273	3,392	3,512
<b>SKI</b>							
Head Coach	2,793	2,911	3,030	3,152	3,273	3,392	3,512
<b>SWIMMING - Boys &amp; Girls</b>							
Head Coach	3,733	3,976	4,213	4,456	4,694	4,936	5,174
Assistant	1,885	2,090	2,291	2,496	2,698	2,902	3,104
Assistant	1,885	2,090	2,291	2,496	2,698	2,902	3,104
<b>BASKETBALL - Boys &amp; Girls</b>							
Head Varsity	6,931	7,301	7,670	8,040	8,372	8,743	9,149
Asst. Varsity	3,495	3,826	4,158	4,492	4,824	5,158	5,489
Jr. Varsity	3,495	3,826	4,158	4,492	4,824	5,158	5,489
Freshman	2,800	3,096	3,392	3,689	3,983	4,278	4,565
<b>INDOOR TRACK - Boys &amp; Girls</b>							
Head Coach	4,621	4,990	5,359	5,730	6,099	6,469	6,838
Assistant	2,328	2,624	2,921	3,217	3,512	3,803	3,919
Assistant	2,328	2,624	2,921	3,217	3,512	3,803	3,919
<b>OUTDOOR TRACK - Boys &amp; Girls</b>							
Head Coach	4,621	4,990	5,359	5,730	6,099	6,469	6,838
Assistant	2,328	2,624	2,921	3,217	3,512	3,803	3,919
Assistant	2,328	2,624	2,921	3,217	3,512	3,803	3,919
<b>SOCCER - Boys &amp; Girls</b>							
Head Coach	4,621	4,990	5,359	5,730	6,099	6,469	6,838
Assistant	2,328	2,624	2,921	3,217	3,512	3,803	3,919
Assistant	2,328	2,624	2,921	3,217	3,512	3,803	3,919
Goalie Coach	2,328	2,624	2,921	3,217	3,512	3,803	3,919
<b>LACROSSE - Boys &amp; Girls</b>							
Head Coach	4,621						
Assistant	2,328	2,624	2,921	3,217	3,512	3,803	3,919
Assistant	2,271	2,624	2,921	3,217	3,512	3,803	3,919
<b>FIELD HOCKEY</b>							
Head Coach	4,621	4,990	5,359	5,730	6,099	6,469	6,838
Assistant	2,328	2,624	2,921	3,217	3,512	3,803	3,919
Assistant	2,328	2,624	2,921	3,217	3,512	3,803	3,919

**Coaches Salary Schedule for 2002-2004  
6/30/04 Increase of 1%**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>CROSS COUNTRY - Boys &amp; Girls</b>							
Head Coach	4,824	5,204	5,581	5,961	6,340	6,718	7,096
<b>CHEERLEADING - 3 Seasons</b>							
Head Coach	1,869	1,988	2,107	2,227	2,348	2,469	2,587
Assistant	944	1,043	1,145	1,248	1,351	1,450	1,552
<b>CREW - 2 Seasons</b>							
Head Coach	3,670	3,976	4,213	4,456	4,695	4,936	5,175
Assistant	1,885	2,090	2,292	2,496	2,698	2,903	3,104
PT Crew Coaches \$10/hour							
<b>EQUIPMENT MANAGER</b>	9,610	9,979	10,349	10,718	11,089	11,459	11,828
<b>STATISTICIAN - \$4000</b>	4,266						

**INTERSCHOLASTIC COACHING CONTRACTS - PROCEDURE**

**Contract Renewal**

1. At the close of each sports season, coaches and assistants whose contracts have expired shall be notified in writing that their positions are open.
2. Coaches and assistants who desire to be reappointed must reapply, in writing, to the Superintendent of Schools within thirty days of receipt of this notice.
3. A review committee consisting of the Headmaster, the Supervisor of Athletics and the Student Affairs Advisor shall review the performance of each head coach who applies for reappointment. Following the review, this committee shall make its recommendation to the Superintendent regarding reappointment of existing coaches and the length of the proposed coaching contract, not to exceed three years.
4. Head Coaches shall review the performance of assistant coaches and make a recommendation to the Superintendent regarding reappointment.
5. After receiving the recommendation of the review committee or, in the case of assistant coaches, the head coach, the Superintendent shall have the final authority to appoint all coaches and assistants.

**Selection and Appointment**

1. If a coach does not apply for reappointment or the Superintendent chooses not to reappoint, the position shall be publicly posted for a period of twenty days.
2. Following the public posting, a selection committee consisting of the Headmaster, the Supervisor of Athletics, the Student Affairs Advisor, Chairman of the School Committee Sub-Committee on Athletics, a representative of the Friends of Lowell High, and a representative of the student body shall review the applications for head coaching positions and shall conduct interviews of qualified applicants for head coaching positions.
3. The selection committee shall make its recommendation to the Superintendent. Included with the recommendation of a candidate shall be the recommendation as to the length of the contract.
4. Coaching contracts may be for a period of one, two or three years in length. First year coaches shall receive a one year contract. Second year coaches shall receive a two year contract. All others will receive a three year contract.

5. Following his/her appointment, the Head coach shall interview and select assistant coaches for recommendation to the Superintendent.
  
6. After receiving the recommendation from the selection committee or, in the case of assistant coaches, the head coach, the Superintendent shall have the final authority to appoint the coach or assistant.

**ADVISORS' SALARY SCHEDULE**  
**July 1, 2002**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
American Technology Honor Society	1,066	1,244	1,422	1,599	1,776	1,955	2,132
Asian Pacific American Youth	644	787	929	1,077	1,223	1,365	1,511
Ass't International Language Club	445	577	711	845	978	1,111	1,244
Band	4,151						
Black Unity Club	644	787	929	1,077	1,223	1,365	1,511
Business Professionals of America	4,151						
Chess Society	3,215	3,437	3,658	3,881	4,105	4,326	4,547
Choral Arts	4,151						
Dance Ensemble	4,151						
DECA - Assoc of Marketing Students	4,151						
Environmental Club	3,215	3,437	3,658	3,881	4,105	4,326	4,547
Flags & Color Guard	2,167	2,293	2,416	2,541	2,665	2,790	2,913
Future Educators of America	2,050						
Gay Straight Alliance - Saf: Schools	644	787	929	1,077	1,223	1,365	1,511
Hispanic Club	644	787	929	1,077	1,223	1,365	1,511
International Language Club (ILC)	4,477	4,796	5,115	5,435	5,755	6,074	6,394
ILC - French Chapter	356	461	570	675	782	889	1,066
ILC - Greek Chapter	356	461	570	675	782	889	1,066
ILC - Portuguese Chapter	356	461	570	675	782	889	1,066
ILC - Spanish Chapter	356	461	567	675	782	889	1,066
Jr ROTC Drill Team	3,817	4,063	4,306	4,552	4,798	5,044	5,287
Jr ROTC Elite Honor Guard	3,817	4,063	4,306	4,552	4,798	5,044	5,287
Math League	4,477	4,796	5,115	5,435	5,755	6,074	6,394
Mock Trial	3,215	3,437	3,658	3,881	4,105	4,326	4,547
National Honor Society	4,477	4,656	4,833	5,010	5,188	5,366	5,543
Newspaper Advisor	5,329	5,684	6,039	6,394	6,750	7,104	7,460
Pep Club	644	787	929	1,077	1,223	1,365	1,511
Portuguese Speakers Club	644	787	929	1,077	1,223	1,365	1,511
Science Club	4,477	4,796	5,115	5,435	5,755	6,074	6,394
Show Choir	4,151						
South Asian Club	644	787	929	1,077	1,223	1,365	1,511
Student Affairs	9,236	9,591	9,947	10,301	10,657	11,013	11,367
Student Theatre Company	4,151						
Theatre Arts	4,151						
Women's Club	644	787	929	1,077	1,223	1,365	1,511
Yearbook Advisor	5,329	5,684	6,039	6,394	6,750	7,104	7,460
Intramurals	\$33.82/hr						

**ADVISORS' SALARY SCHEDULE**  
July 1, 2003

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
American Technology Honor Society	1,087	1,269	1,450	1,631	1,812	1,994	2,175
Asian Pacific American Youth	657	803	947	1,099	1,247	1,393	1,541
Ass't International Language Club	454	589	726	861	997	1,133	1,269
Band	4,234						
Black Unity Club	657	803	947	1,099	1,247	1,393	1,541
Business Professionals of America	4,234						
Chess Society	3,280	3,506	3,731	3,958	4,187	4,412	4,638
Choral Arts	4,234						
Dance Ensemble	4,234						
DECA - Assoc of Marketing Students	4,234						
Environmental Club	3,280	3,506	3,731	3,958	4,187	4,412	4,638
Flags & Color Guard	2,210	2,339	2,464	2,592	2,718	2,846	2,971
Future Educators of America	2,091						
Gay Straight Alliance - Sa's Schools	657	803	947	1,099	1,247	1,393	1,541
Hispanic Club	657	803	948	1,099	1,247	1,392	1,541
International Language Club (ILC)	4,567	4,892	5,217	5,543	5,870	6,196	6,522
ILC - French Chapter	363	470	581	689	798	906	1,087
ILC - Greek Chapter	363	470	581	689	798	906	1,087
ILC - Portuguese Chapter	363	470	581	689	798	906	1,087
ILC - Spanish Chapter	363	470	578	689	798	906	1,087
Jr ROTC Drill Team	3,893	4,144	4,392	4,643	4,894	5,145	5,393
Jr ROTC Elite Honor Guard	3,893	4,144	4,392	4,643	4,894	5,145	5,393
Math League	4,567	4,892	5,217	5,543	5,870	6,196	6,522
Mock Trial	3,280	3,506	3,731	3,958	4,187	4,412	4,638
National Honor Society	4,567	4,749	4,930	5,110	5,291	5,473	5,654
Newspaper Advisor	5,436	5,797	6,160	6,522	6,885	7,246	7,609
Pep Club	657	803	947	1,099	1,247	1,393	1,541
Portuguese Speakers Club	657	803	947	1,099	1,247	1,393	1,541
Science Club	4,567	4,892	5,217	5,543	5,870	6,196	6,522
Show Choir	4,234						
South Asian Club	657	803	947	1,099	1,247	1,393	1,541
Student Affairs	9,421	9,783	10,146	10,507	10,870	11,233	11,594
Student Theatre Company	4,234						
Theatre Arts	4,234						
Women's Club	657	803	947	1,099	1,247	1,393	1,541
Yearbook Advisor	5,436	5,797	6,160	6,522	6,885	7,246	7,609
Intramurals	\$34.50/hr						

**ADVISORS' SALARY SCHEDULE**  
January 19, 2004

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
American Technology Honor Society	1,098	1,282	1,465	1,647	1,830	2,014	2,196
Asian Pacific American Youth	663	811	957	1,110	1,260	1,407	1,556
Ass't International Language Club	458	595	733	870	1,007	1,145	1,282
Band	4,277						
Black Unity Club	663	811	957	1,110	1,260	1,407	1,556
Business Professionals of America	4,277						
Chess Society	3,313	3,541	3,769	3,998	4,229	4,456	4,684
Choral Arts	4,277						
Dance Ensemble	4,277						
DECA - Assoc of Marketing Students	4,277						
Environmental Club	3,313	3,541	3,769	3,998	4,229	4,456	4,684
Flags & Color Guard	2,232	2,362	2,489	2,618	2,745	2,874	3,001
Future Educators of America	2,112						
Gay Straight Alliance - Sa's Schools	663	811	957	1,110	1,260	1,407	1,556
Hispanic Club	663	811	957	1,110	1,260	1,406	1,557
International Language Club (ILC)	4,612	4,941	5,269	5,599	5,929	6,258	6,587
ILC - French Chapter	366	475	587	696	806	916	1,098
ILC - Greek Chapter	366	475	587	696	806	916	1,098
ILC - Portuguese Chapter	366	475	587	696	806	916	1,098
ILC - Spanish Chapter	366	475	584	696	806	916	1,098
Jr ROTC Drill Team	3,932	4,186	4,436	4,689	4,943	5,196	5,447
Jr ROTC Elite Honor Guard	3,932	4,186	4,436	4,689	4,943	5,196	5,447
Math League	4,612	4,941	5,269	5,599	5,929	6,258	6,587
Mock Trial	3,313	3,541	3,769	3,998	4,229	4,456	4,684
National Honor Society	4,612	4,796	4,979	5,162	5,344	5,528	5,711
Newspaper Advisor	5,490	5,855	6,222	6,587	6,953	7,319	7,685
Pep Club	663	811	957	1,110	1,260	1,407	1,556
Portuguese Speakers Club	663	811	957	1,110	1,260	1,407	1,556
Science Club	4,612	4,941	5,269	5,599	5,929	6,258	6,587
Show Choir	4,277						
South Asian Club	663	811	957	1,110	1,260	1,407	1,556
Student Affairs	9,515	9,881	10,247	10,612	10,979	11,346	11,710
Student Theatre Company	4,277						
Theatre Arts	4,277						
Women's Club	663	811	957	1,110	1,260	1,407	1,556
Yearbook Advisor	5,490	5,855	6,222	6,587	6,953	7,319	7,685
Intramurals	\$34.85/hr						

ADVISORS' SALARY SCHEDULE

June 30, 2004

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
American Technology Honor Society	1,109	1,295	1,479	1,664	1,848	2,034	2,218
Asian Pacific American Youth	670	819	966	1,121	1,272	1,421	1,572
Ass't International Language Club	463	600	740	879	1,017	1,156	1,295
Band	4,319						
Black Unity Club	670	819	966	1,121	1,272	1,421	1,572
Business Professionals of America	4,319						
Chess Society	3,346	3,576	3,806	4,038	4,271	4,501	4,731
Choral Arts	4,319						
Dance Ensemble	4,319						
DECA - Assoc of Marketing Students	4,319						
Environmental Club	3,346	3,576	3,806	4,038	4,271	4,501	4,731
Flags & Color Guard	2,255	2,386	2,514	2,644	2,773	2,903	3,031
Future Educators of America	2,133						
Gay Straight Alliance - Safe Schools	670	819	966	1,121	1,272	1,421	1,572
Hispanic Club	670	819	967	1,121	1,273	1,420	1,572
International Language Club (ILC)	4,659	4,990	5,322	5,655	5,988	6,320	6,653
ILC - French Chapter	370	480	593	703	814	925	1,109
ILC - Greek Chapter	370	480	593	703	814	925	1,109
ILC - Portuguese Chapter	370	480	593	703	814	925	1,109
ILC - Spanish Chapter	370	480	590	703	814	925	1,109
Jr ROTC Drill Team	3,972	4,228	4,480	4,736	4,992	5,248	5,501
Jr ROTC Elite Honor Guard	3,972	4,228	4,480	4,736	4,992	5,248	5,501
Math League	4,659	4,990	5,322	5,655	5,988	6,320	6,653
Mock Trial	3,346	3,576	3,806	4,038	4,271	4,501	4,731
National Honor Society	4,659	4,844	5,029	5,213	5,398	5,583	5,768
Newspaper Advisor	5,545	5,914	6,284	6,653	7,023	7,392	7,762
Pep Club	670	819	966	1,121	1,272	1,421	1,572
Portuguese Speakers Club	670	819	966	1,121	1,272	1,421	1,572
Science Club	4,659	4,990	5,322	5,655	5,988	6,320	6,653
Show Choir	4,319						
South Asian Club	670	819	966	1,121	1,272	1,421	1,572
Student Affairs	9,610	9,979	10,350	10,718	11,089	11,459	11,827
Student Theatre Company	4,319						
Theatre Arts	4,319						
Women's Club	670	819	966	1,121	1,272	1,421	1,572
Yearbook Advisor	5,545	5,914	6,284	6,653	7,023	7,392	7,762
	104,668						
Intramurals	\$35.20/hr						

SIGNATORY CLAUSE

In witness thereof, the parties to this agreement have caused these present to be executed by themselves or their agents duly authorized this twenty third day of October, 2002.

LOWELL SCHOOL COMMITTEE

By Rita M. Mercier Kevin M. Hays  
[Signature]  
[Signature]  
[Signature]  
[Signature]

UNITED TEACHERS OF LOWELL

By Paul J. [Signature] Mary Ellen McCabe  
Margaret J. Farrell  
Marcelle [Signature]  
J. Michael [Signature]  
Judith Rubenian

**NOTES**