

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GREATER LOWELL TECHNICAL HIGH SCHOOL**

**SCHOOL COMMITTEE**

**AND THE**

**THE CLUSTER CHAIRPERSONS ASSOCIATION**

**JULY 1, 2007 - JUNE 30, 2010**

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## **ARTICLE I INTENT AND PURPOSE**

**Preamble** - The general intent and purpose of this agreement is to continue the highest possible quality of education for the students of the Greater Lowell Technical High School. By the consummation of this agreement, the parties (The School Committee of the Greater Lowell Technical High School hereafter referred to as the Committee and the Cluster Chairpersons Association hereafter referred to as the Association) seek to continue the promotion of harmonious relations and mutual cooperation toward the achievement of this goal. The parties also recognize the role of the Superintendent-Director in carrying out the policies established by the Committee.

### **Section I**

An administrative team concept can assist greatly in the implementation of these goals. The following purposes are included as a basis for the implementation of such an administrative team concept.

- a) The administrative team relationship is recognized as the means by which administrative responsiveness and adaptability will be achieved for maximum efficiency.
- b) The administrative team relationship is further intended to develop agreeable interrelationships among all administrators in order that:
  - 1) Honest and open dialogue is possible at all levels.
  - 2) Duties and responsibilities of each administrator be fully understood.

### **Section II**

Personnel covered by this agreement shall be expected to assist the Superintendent-Director in planning educational programs and in making recommendations relative thereto. The officers of the Association shall be consulted with regard to proposed changes and/or revisions of existing practices; and such members would be encouraged to originate proposals for submission to the Superintendent-Director.

The Superintendent-Director will use his discretion in keeping members of the Association informed as to the nature of other contracts being negotiated with the Committee that have an effect upon the members of the Association in their administrative duties. The Superintendent-Director may seek the advice of the Association on matters pertaining to the governance of the school.

## ARTICLE II RECOGNITION

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, this agreement applies to the following professional personnel:

Personal Services Chairperson  
Construction Technology Chairperson  
Technology Chairperson  
Math & Science Chairperson  
Transportation & Manufacturing Chairperson  
Title I/English Chairperson  
Director of Media Services/Professional Development  
Physical Education/Social Studies Chairperson

The Committee reserves the right to add, delete, or combine positions covered by this Memorandum of Understanding.

## ARTICLE III RIGHTS OF COMMITTEE

The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. As elected representatives of the citizens of this District charged with the responsibility for the quality of education in, and the efficient and economical operation of the Greater Lowell Technical High School, it is acknowledged that the Committee has a final responsibility of establishing the educational policies of the Greater Lowell Technical High School.

Nothing in this agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth.

## ARTICLE IV WORKING CONDITIONS

### Section I - Work Year - Work Day

- a) The work year for Association members shall be from July 1 to June 30th.
- b) The workday is 8 hours in length. This workday is normally from 7:15 a.m. to 3:15 p.m.

The Superintendent-Director may stagger the workday for Association members in order to ensure supervisory coverage for the school. Association members also take sick calls and are available for meetings beyond the normal workday.

### Section II - Vacations and Holidays

- a) Association members shall be eligible to accrue up to thirty (30) paid vacation days per year. This vacation shall be earned at the rate of 2.50 days per month from the date of initial appointment until the immediately following June 30th. Thereafter, vacation shall be earned at the rate of 2.50 days per month during the school's fiscal year, which runs from July 1 to June 30. If a member's initial appointment commences after the fifteenth (15th) day of the month, then the time earned for that month shall be 1.25 day.

Vacation days will be credited to a member on the first (1st) day of the month following the month in which the days are earned.

Members shall be eligible to use up to fifteen (15) vacation days after completion of six (6) months of service from initial appointment. Thereafter, a member shall be eligible to use 1/12th, or any multiple thereof, of earned vacation.

Vacation, which is earned in one fiscal year, must be used by the end of the fiscal year immediately following the fiscal year in which the vacation is earned. Vacation time earned that is not used by June 30 of the following year will be forfeited by the individual.

Unused vacation time shall not be paid except in the event of termination, resignation, retirement, or death.

Association members shall not use vacation time during days when teachers are required to be present without written permission from the Superintendent-Director. Association members may use vacation time at their discretion with the approval of the Superintendent-Director or his designee. Association members are not required to work during the Christmas vacation shut down.

b) The following days are considered to be paid holidays:

Independence Day	Martin Luther King Day
Labor Day	Washington's Birthday
Columbus Day	Patriot's Day
Veteran's Day	Memorial Day
Thanksgiving (Thursday & Friday)	Good Friday

c) If any of the above holidays fall on a Saturday or Sunday, an additional day off will be granted to Association members during that work year.

### Section III Leaves of Absence with Pay

a) Sick Leave

Association members shall earn (15) days sick leave per year at the rate of 1.25 days per month. Unused sick leave will accumulate from year to year without limitation. Association members shall receive no later than October 1st of each year, a written notice which sets forth the amount of sick leave they have accumulated to that date. In recognition of regularity of professional service rendered and as an incentive to the continued regularity of such service, Association members who have served in the Greater Lowell Technical High School (and in the Lowell School System, for those superseded by the opening of the Regional District) for a minimum of twelve years, will upon resignation or retirement from the district be paid an amount as indicated in Section X, Paragraph b of the Memorandum of Understanding.

b) Childbearing Leave

Disabilities caused or contributed to by pregnancy, or termination thereof and recovery therefrom shall be treated as a "disability". "Disability" shall be interpreted as being within the meaning of the term sick.

c) Funeral Leave

Full-time employees will be allowed leave with pay for up to three (3) consecutive workdays, any one (1) time, in the event of death in the immediate family. Immediate family is defined as follows: the employee's spouse; the child, parent, sibling, grandparent or grandchild of either the employee or the spouse thereof; the employee's son-in-law or daughter-in-law; and any relative of the employee or the spouse thereof who was actually living in the immediate household of the employee at the time of the death or commencement of the final illness or accident which led to his/her death.

In extenuating circumstances, the Superintendent-Director may grant other or longer funeral leave.

d) Personal Leave

Association members will be entitled to (3) days of personal leave for the purpose of religious, personal, legal, business, household, or family matters which require absence during school hours. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in case of emergency). Reasons shall not be required other than that the day taken is taken under this provision.

e) Military Leave

Any Association member who is absent because of participation in an ordered tour of military or reserve training duty, which shall not exceed ten (10) workdays, will receive a leave of absence with pay for the duration of such a tour. Such payment when combined with the service pay shall not exceed said member's regular pay.

f) Professional Days

An Association member will be granted at least one (1) day per year for the purpose of visiting other schools, attending conventions and/or meetings or for other educational purposes. Other days will be granted with the Superintendent-Director's approval, which shall not be unreasonably withheld.

g) Jury Duty

Any Association member who is absent because of jury duty will receive a leave of absence with pay for the duration of such duty. Such payment when combined with jury duty pay shall not exceed said association member's regular pay.

Section IV Leaves of Absence Without Pay

- a) Any Association member will be granted a leave of absence without pay for up to two school years for purposes of childrearing. Association members on "childrearing leave" will return on September 1st unless other arrangements have been agreed to by the Superintendent-Director. This provision shall apply to both natural and adoptive parents.
- b) Association members employed by the Committee who are on leave to serve in the Military Service or in the Mass. Teacher Corps, as an exchange teacher 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 Greater Lowell Technical High 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 said aforesaid leave as is available.

- c) **Other leaves of absence without pay may be granted by the Superintendent-Director.**
- d) **All requests for leaves, extensions, or renewals of leaves will be made and responded to in writing.**
- e) **At the conclusion of any leave provided for in the Article, the Association member(s) involved will be returned to the same position or one reasonably comparable to the one held if available he/she held prior to the commencement of said leave together with all the benefits and seniority accrued up to the beginning of leaves of absence without pay.**
- f) **The parties recognize and hereby incorporate by reference the provisions of the so called Family Medical Leave Act.**

#### **Section V Sabbatical Leave**

- a) **An Association member who has served as a cluster chairperson at the Greater Lowell Technical High School for a period of, at least, six (6) years is eligible for a sabbatical leave for the purpose of approved study and/or research.**
- b) **An Association member on sabbatical leave will be paid at one-half (50%) of the salary that he/she would be due to receive had the sabbatical not taken place. However, upon returning from a sabbatical leave, the Association member would be paid at the same salary step that they were paid on during the year on sabbatical leave.**
- c) **Sabbatical leaves shall be approved on the basis of merit and not solely on budgetary considerations. Requests for Sabbatical Leaves shall be submitted to the Superintendent-Director, in writing, no later than March 1, prior to the school year for which the leave is being requested. The Superintendent-Director will respond for the Committee no later than May 1, prior to the school year for which the sabbatical leave is being requested.**

- d) A sabbatical leave of absence shall be granted for no more than one school year.
- e) Prior to the granting of such leave, an applicant shall enter into a written agreement with the Committee that upon termination of such leave he will return to service in the Greater Lowell Technical High School for a period double the length of the Sabbatical Leave, and that in default of completing such service he/she will refund to the Committee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless this failure is due to illness, disability or death, and shall be so stated on his record.

If an Association member does not return following the termination of such leave, all money will be paid back to the school within 60 days of notification by the individual that he/she will not return to duty.

#### Section VI Protection

- a) Association members shall be covered by Workman's Compensation pursuant to Massachusetts General Laws, Chapter 152.

#### Section VII Professional Development

- a) The Committee agrees to pay reasonable expenses (including meals, lodging, and/or transportation and fees), incurred by Association members who by vote of the Committee attend workshops, seminars, conferences, or other professional improvement sessions with the approval of the Superintendent-Director.
- b) Evidence of successful course completion and expense receipts must be submitted prior to reimbursement.

- c) **An Association member who is required to complete Professional Improvement Requirements shall be reimbursed in the amount not to exceed \$2,000.00 per year for the term of this agreement.**

### **Section VIII Insurance**

- a) **Group Insurance Benefits**

- 1. **The Committee agrees to pay 80% of an Indemnity Plan or 85% of a Health Maintenance Organization (HMO) Plan in accordance with the provisions of the relevant sections of Chapter 32B of the Massachusetts General Laws. Said insurance programs will be consistent with the policy(s) offered other District employees.**
  - 2. **The Committee agrees to pay 75% of a Dental Plan offered by Delta Dental which will provide 100% coverage on diagnostic and preventative services (Type 1) and 80% coverage on restorative and other basic services (Type 2), and 50% on major restorative prosthodontic (Type 3). Deductibles will apply to Type 2 and Type 3 services.**
- b) **The Committee agrees to provide term insurance in the amount of twenty thousand dollars (\$20,000) for each member of the Association.**

- c) **Long-Term Disability**

**The Committee agrees to make provision for payroll deductions for payment of the premiums for a Long-Term Disability plan should such a plan come into effect.**

**Section IX Payroll Deduction**

- a) The Committee agrees to deduct from the salaries of the Association members who have on file with the Committee a deduction authorization card, payments to the MTA Credit Union or Jeanne d'Arc Credit Union, and The Lowell Five-Cent Savings Bank.
- b) The Committee agrees to deduct from the salaries of Association members monies for tax sheltered annuities as provided for under the General Laws of the Commonwealth.

**Section X Longevity**

- a) Association members shall receive as compensation the following remuneration for service in Lowell Trade and Vocational School and/or the Greater Lowell Technical High School.

16th thru 19th years of service	\$ 700 total longevity payment
20th thru 24th years of service	\$1400 total longevity payment
25th or more years of service	\$2000 total longevity payment

- b) In recognition of regularity of professional service rendered and as an incentive to the continued regularity of such service, Association members who have served in the Greater Lowell Technical High School District for a minimum of 15 years and who have attained the age of 55 will upon resignation or retirement from the district be paid an amount as indicated below of their unused sick leave accumulation as of the effective date of their resignation or retirement:

	<u>Superseded</u>	<u>Non Superseded</u>
Resignation	25%	20%
Retirement	25%	25%

**Section XI Salary**

The base salary schedule for Association members is as follows:

	<b><u>STEP I</u></b>	<b><u>STEP II</u></b>	<b><u>STEP III</u></b>	<b><u>STEP IV</u></b>	<b><u>STEP V</u></b>
7/1/07 to 6/30/08	82,915 3% increase	86,114	89,308	92,697	95,033
7/1/08 to 6/30/09	85,402 3% Increase	88,697	91,987	95,478	97,884
7/1/09 to 6/30/10	87,964 3% increase	91,358	94,747	98,342	100,821

All per diem payments made under this contract shall be based on 243 days.

**ARTICLE V Duties and Responsibilities**

Association members are agents of the Committee and are responsible to the Superintendent-Director, Assistant Superintendent/Principal and the Director of Curriculum or Director of Technical Studies . Major duties and responsibilities include the following:

01. Maintain payroll sheets for staff and substitutes.
02. Complete daily attendance for staff members.
03. Provide substitute coverage.
04. Provide emergency coverage.

05. Maintain compensatory time accrual and usage.
06. Supervise all courses/levels in the individual Clusters.
07. Process curricula (LAP & Instructional materials) for printing.
08. Plan for and assist staff in curriculum development/ modification/adaptation.
09. Monitor time-line for curriculum production.
10. Prepare budget for Cluster Departments.
11. Monitor budget expenditures.
12. Solicit, evaluate and recommend purchase requests from Staff.
13. Prepare Purchase Orders.
14. Receive all materials and distribute.
15. Prepare bids and/or quotes.
16. Meet with vendors.
17. Arrange annual equipment maintenance.
18. Provide timelines for preventive maintenance.
19. Work with Plant Services Director on maintenance/custodial problems.
20. Schedule all Cluster Instructors.
21. Coordinate homeroom assignments with Guidance Director
22. Coordinate room/shop assignments.
23. Coordinate student course selection with Guidance, Bilingual and Special Needs Departments.
24. Approve and monitor field trip requests, lecturers, guest speakers.
25. Approve/disapprove student schedule changes.
26. Oversee the development of instructional goals.
27. Observe teachers.
28. Evaluate teachers.
29. Monitor attainment of instructional goals.
30. Review instructional binders.
31. Review Curriculum Binders.
32. Evaluate instructional merit of jobs.
33. Schedule shop jobs.
34. Monitor shop jobs.
35. Provide customer assistance.
36. Schedule, plan for and conduct Cluster Meetings (team, department, cluster).
37. Prepare minutes of Cluster Meetings (team, department, cluster).
38. Schedule, plan for and conduct Advisory Committee Meetings.
39. Oversee the preparation of Advisory Committee Minutes.
40. Interview for position vacancies.

41. Recommend candidates for positions.
42. Orient new staff members.
43. Approve Course reimbursement/course approval requests.
44. Approve Professional Days.
45. Approve Personal Days.
46. Approve Workshop/Conference Requests.
47. Monitor Deficiency Reporting.
48. Facilitate Roster Verification.
49. Monitor Grade Reporting.
50. Monitor Grade Verification.
51. Assess Equipment Needs.
52. Order Equipment.
53. Maintain Inventory for each department within Cluster.
54. Coordinate Equipment Repair.
55. Develop Short Term and Long-Term equipment Acquisition Plan.
56. Carries out other responsibilities as designated by the Assistant Superintendent-Director/Curriculum, Director of Technical Studies, and Superintendent-Director.

The members of the Association will meet twice per year at the committee's Request to discuss school-related issues

**ON BEHALF OF THE GREATER LOWELL TECHNICAL HIGH SCHOOL  
CLUSTER CHAIRPERSONS' ASSOCIATION**

*Patricia McQuinn*

**GREATER LOWELL TECHNICAL HIGH SCHOOL  
SCHOOL COMMITTEE**

*Patricia McQuinn*

*William J. Kenzie*

*Robert A. [unclear]*

*Michael J. [unclear]*

*D.J. [unclear]*

*[unclear]*

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DATE: *3.8.07*