

**-AGREEMENT-**

**BETWEEN THE**

**GREATER LOWELL REGIONAL  
TEACHERS ORGANIZATION**

**AND THE**

**GREATER LOWELL TECHNICAL  
SCHOOL COMMITTEE**

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

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## **PREAMBLE**

**This Agreement is made and entered into as of the 7<sup>th</sup> day of June, by and between the School Committee of Greater Lowell Regional Vocational Technical School District's School Committee (hereinafter referred to as the Committee) and the Greater Lowell Regional Teachers Organization/Massachusetts Teachers Association (hereinafter referred to as the Organization).**

**Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Greater Lowell and that good morale within the professional staff of Greater Lowell is essential to the Achievement of that purpose, the parties to this Agreement pledge Themselves to adhere to the following principles and procedures:**

## ARTICLE I

### RECOGNITION CLAUSE

For the purposes of collective bargaining, with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment, the Committee recognizes the Greater Lowell Regional Teachers Organization as the exclusive representative of all employees of the Committee as such employees are defined in Chapter 150 E, Section #1, of the General Laws of the Commonwealth and listed below:

- A. Classroom teachers, occupational instructors, teaching nurses, guidance counselors, school adjustment counselors, speech therapists, coaches, Admissions Administrator, extracurricular advisors, Admissions Administrators and Vocational Monitors, Athletic Director, nurses, psychologists, pre-school teachers; but excluding the Superintendent-Director, Directors, Assistant to the Superintendent, Cluster Chairpersons and all other personnel who are responsible for the supervision and evaluation of teachers.
- B. Members of the Bargaining Unit shall throughout this Agreement be referred to as teachers.

## ARTICLE II

### GRIEVANCE PROCEDURE

A. Definition:

A grievance is defined as a claim by any teacher, group of teachers, or the Organization that there has been a misinterpretation, inequitable application or violation of any provision of this Agreement or a claim by any teacher, group of teachers or the Organization that there has been a violation, misinterpretation or inequitable application of Committee policies or practices or an expression of dissatisfaction by any teacher, group of teachers, or the Organization with any aspect of a teacher's employment or working conditions.

B. Time Limits:

The time limits specified in this Article shall mean calendar days. Time limits indicated hereunder are maximums unless extended by mutual agreement. All such agreements to extensions must be in writing.

C. General Provisions:

- 1) The Organization shall be present and have the right to participate in the processing of any grievance at any level and to use representation of its own choosing.
- 2) The Committee shall cooperate with the Organization in making available all such records which have a bearing on a grievance, or on its processing. All documents, communications and records dealing with the processing of a grievance shall be filed separately from regular personnel files.

- 3) No grievance in process during the term of this Agreement shall lapse because of the expiration or termination of this Agreement and the grievance shall be handled as if this Agreement were still in effect.
- 4) Failure at any Grievance Level to meet or to communicate the decision within the specified time limits to the grievant(s) and the Organization President shall permit the grievant(s) or the Organization President to proceed directly to Level Five - Arbitration.
- 5) Either party to this Agreement shall be permitted to call employee witnesses at each level of the grievance and arbitration procedure.
- 6) If a grievance involves more than one individual, the Organization may initiate said grievance if agreed to by the Administration at whatever level the Organization deems appropriate but not beyond Level Three.

**Level One -**

"A teacher with a grievance shall present it to his/her immediate supervisor who shall respond to said grievance in writing within seven (7) days."

"If the teacher fails to present his/her grievance to his/her immediate supervisor within forty-five (45) days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived."

**Level Two -**

"If the grievance has not been resolved to the satisfaction of the grievant(s) and the Organization, the grievant(s) or the Organization may within seven (7) days present it in writing to the Assistant Superintendent/Principal. Within seven (7) days after receiving a grievance, the Assistant Superintendent/Principal shall conduct an investigation and shall, if necessary, meet with the Organization and the grievant(s). The Assistant Superintendent/Principal shall respond to said grievance within seven (7) business days after presentation."

**Level Three -**

"If the grievance has not been resolved to the satisfaction of the grievant(s) and the Organization, the grievant or the Organization may within seven (7) days present it in writing to the Superintendent-Director or his designee (which designee shall not be the same person who heard the grievance at Level Two). Within seven (7) days after receiving a grievance, the Superintendent-Director or his designee shall conduct an investigation and shall, if necessary, meet with the Organization and the grievant. The Superintendent-Director or his designee shall respond to said grievance within seven (7) business days after presentation."

Level Four -

"If the grievance is not resolved to the satisfaction of the grievant(s) and the Organization, the grievant or the Organization may within five (5) days, submit the grievance in writing to the Committee. Within ten (10) days after the receipt of a grievance, the Committee or, at its discretion, a personnel sub-committee, shall meet with the grievant(s) and representatives of the Organization for the purpose of hearing the arguments of the parties involved. Within fifteen (15) days after said presentation of the grievance, the Committee, or its personnel subcommittee, shall respond in writing to said grievance."

Level Five -

"If the grievance is not resolved to the satisfaction of the Organization, the Organization may within sixty (60) days submit the grievance to arbitration in accordance with the then applicable 'Voluntary Labor Rules' of the AMERICAN ARBITRATION ASSOCIATION. The arbitrator shall render his/her decision to the parties within thirty (30) days of the close of hearings. Briefs, if any, shall be submitted within said thirty (30) days period at such time as shall be designated by the arbitrator."

The arbitrator's decision shall be final and binding on both the Committee and the Organization provided that said decision is not in conflict with the terms of the Agreement or State Statute.

The cost of the arbitration shall be borne equally by the Committee and the Organization.

### ARTICLE III

#### TEACHER EMPLOYMENT

The Greater Lowell Technical School Committee and the Organization are committed to providing our students with a dynamic academic and technical education which will prepare them for the challenges of the twenty-first century and to be competent, respectful and responsible citizens.

We believe that students of all abilities are entitled to pursue educational and career opportunities through a quality technical education.

The district feels strongly that curriculum and professional development should be encouraged that will enable the instructional staff to implement a variety of instructional strategies and assessments practices that correlate with student ability, levels, and learning styles. These activities should also address the standards reflected in the Common Core of Learning and the Massachusetts Curriculum Frameworks.

- A. The Committee will employ only those teachers who hold standard certificates issued by the Department of Education. Teachers employed under Massachusetts Law Chapter 74 must complete the requirements under that provision.
- B. Teachers shall be placed on the salary schedule in accordance with their teaching experience and training level once provisionally licensed in the area of hire.

- C. Teachers with previous teaching experience shall receive full credit on the salary schedule for all prior teaching experience in educational institutions for which they held State certification.**
- D. Teachers shall receive a notice in writing annually which states their placement on the salary schedule and their course assignments for the next school year. These notices shall be provided no later than July 1.**
- E. A Teacher shall demonstrate a commitment to the philosophy and goals adopted by the School Committee and staff.**
- F. A teacher may develop and will implement instructional materials in his/her specialized area that include learning activities that are aligned with departmental technical competencies, the Common Core Learning and the learning standards of the Massachusetts Curriculum Frameworks.**
- G. A teacher shall include a variety of instructional materials, strategies and assessment practices that incorporate the latest technology and instructional resources into his/her curriculum.**
- H. A teacher shall participate as a member of a curriculum team and works cooperatively in establishing higher learning standards for students.**
- I. A teacher shall be willing and able to function as a key link in a career information system for students, a part of which is the career exploratory program.**
- J. A teacher shall be willing to work and teach creatively with a diverse and representative group of high school students.**
- K. A teacher shall be highly qualified in his/her own subject field and have an ability to communicate with the adolescent age group.**

## ARTICLE IV

### WORK YEAR AND WORK LOAD

#### A. Length of Work Year

1. Effective the 2003-2004 school year, the teacher work year shall consist of no more than 182 days. The per diem rate of pay will be 1/182. Checkout procedures shall not be changed except by mutual agreement.
2. Notwithstanding the provisions of Paragraph 1 of Section A of this Article, guidance counselors and SPED scheduling specialists shall be required to work four (4) days prior to the first day for teachers, and three (3) days after the last day for teachers and shall be compensated at their per diem rate for any days so required.
3. LPN instructors shall be required to work 194 days effective 2000-2001 school year and 195 effective the 2001-2002 school year. The instructors shall be compensated at their per diem rate for any days worked beyond 183 in 2000-2001, and beyond 184 days thereafter.

#### B. Length of Work Day

The teacher work day shall begin no more than 5 minutes before the scheduled day for students and shall extend for no more than 5 minutes after the scheduled day for students. During the 5 minutes before the student day, Home Room teachers may be required to be present in their Home Rooms and teachers who do not have a Home Room assignment may, if necessary, be assigned a duty. Teachers may be required to be present in their classrooms 5 minutes before the beginning of their first period. The scheduled day for students shall be no longer than six (6) hours and 30 minutes of consecutive clock time.

Teachers will remain for 30 minutes after school one day a week with the exception of Friday for providing assistance to students with class/shop assignments only. Teachers will post their day for after school help at the beginning of each term. This will not be required on Thanksgiving week or Christmas week or during Open House weeks or the last week of school. The 30 minute session will start at the time of student dismissal.

#### C. Duty-Free Lunch

Each teacher shall have a duty-free lunch period of not less than 22 consecutive minutes each day. Every effort will be made to schedule this lunch period so as to begin no earlier than 10:45 A.M. and end no later than 1:15 P.M.

**D. Work Load**

The work load of Greater Lowell Teachers shall not exceed three different scope and sequences which can be construed to mean no more than three distinctly different subject preparations.

Teachers may be assigned "mixed classes" (ie., classes containing more than one level of students at the same time); however, no teacher shall be required to teach more than one "mixed class" per day. A "mixed class" of two levels shall be considered as one scope and sequence and a mixed class of three levels shall be considered as two scope and sequences.

No academic "mixed class" shall consist of students taking more than one course sequence (for example: Chemistry I and Chemistry II is a permissible mixed class; U.S. History and Human Behavior is not a permissible "mixed class"). No academic "mixed class" shall contain more than two consecutive levels. Every effort will be made to keep "mixed classes" smaller than the class size which normally prevails in the Department.

For purposes of this section, Information Processing/Business shall be considered as academic and Early Childhood Education, Health Assistant, and Medical Assistant, shall not be considered academic.

The foregoing limitation of this section shall not apply to Special Needs and other quasi-tutorial teachers.

**Workloads/Class Size**

- D1. All workloads shall be distributed equitably.
- D2. Class sizes shall be equitably distributed.
- D3. All class sizes shall be such that safety is ensured at all times. No class shall have more students than student stations.
- D4. State Department of Education recommendations on class size shall be adhered to and the Committee shall direct its agents to make every effort to generally reduce class sizes where applicable.
- D5. The Superintendent-Director and the President of the Organization agree to review class schedules, the assignment of scope and sequences and workload distribution prior to the opening of the school year.

**E. Preparation**

- 1. Each teacher shall have one period as preparation time daily. Prep time is defined as the equivalent of one full teaching period. Additionally, academic and related teachers will be scheduled on a daily basis for one of the following: a 22 minute duty period, or up to 44 minutes of either common planning time or up to an additional 44 minutes of preparation time.
- 2. Any teacher who is going to be assigned to teach a new course during the following school year shall be so notified no later than June 1st or three (3) months prior to the beginning of the school year, whichever is sooner.
- 3. Preparation time is defined as a period of time set aside each day for teachers to grade previous lessons and to prepare for the following day's lesson. However, this time is not for the purpose of developing curriculum.

**F. Teacher Substitution**

Teachers will not be expected to cover classes for other teachers who are absent unless an emergency exists which makes it impossible to obtain a substitute. However, in an emergency teachers may be assigned additional students within the same department up to a maximum class size of 15 without qualifying for compensatory time. This assignment may be made, the provision of the Scope and Sequence language (Article IV, Section D), notwithstanding. Cluster Chairpersons will keep a record of class coverage where the number of students exceeds 15 and ensure that teachers who qualify receive appropriate compensatory time during the year. In the case of field trips or other educational activities which necessitate temporary coverage, the Cluster Chairpersons shall ensure that all teachers receive the appropriate compensatory time or lightening of their duties. Teachers who, as a result of senior dismissal, student activities, or field trips have their regular class assignments cancelled for a portion or all of a day, will report to their Cluster Chairperson for a special class assignment, curriculum work, or appropriate cluster duties.

- G. 1.** Notwithstanding the provisions of Section B of this article, teachers may be required to remain after school for not more than two (2) staff meetings per month, of not more than one (1) hour each. These meetings shall begin immediately after student dismissal. Teachers shall be notified no less than three (3) work days, except in an emergency situation in advance of any professional staff meeting.

Also, teachers may be required to attend two (2) Open Houses each year to take place on a school night, provided that there shall be no required staff meeting that month.

- 2.** Services required of any teacher on a day in addition to the 182 workdays provided in this Article should be compensated at the rate of 1/182 of his/her salary for each day or fraction thereof on which services are rendered. In-service training and the summer workshop are not to be construed as required services under this Article. If the extra service required is not a service which should have properly been done during the 182 duty days as defined under this Article, this extra service shall be voluntary in nature.
- 3.** Release days may take place during the school year. They will be at such a time when students will be dismissed early. The teachers will stay the normal work day as opposed to the contractual agreement of leaving five minutes after the students and these release days can be in the form of committee meetings, presentations by administration or guest speakers.

- H. No academic teacher shall be assigned to a schedule which contains more than 4 hours continuous time on duty on any day. Shop and related teachers who are assigned more than 4 hours continuous time on duty on any day shall be entitled to a 10 minute duty free break each day.
- I. Close of School
  - 1. Grading Procedures:
    - a. Grades will be open for all students by the 178<sup>th</sup> student day.
    - b. Completed grades for students shall be posted by the end of the 180<sup>th</sup> student day.
  - 2. Notwithstanding the provisions of Article VI, Sections 5E and G, no teacher shall use compensatory time, personal or professional leave days in the last two teacher workdays except in an emergency.

## ARTICLE V

### NONTEACHING DUTIES

- A. The Committee and the Organization recognize that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. It is further acknowledged by the Organization that the position of teacher entails functions and responsibilities beyond that of the classroom. It is further recognized that the maintenance of good discipline and the creation of a good learning and campus environment is a responsibility of teacher, administrator and the School Committee. The Organization acknowledges the responsibilities of the faculty to continue those duties they now perform outside of the classroom.
- B. Teachers will not be required to perform the following duties:
  - 1. Health services such as administering eye and ear examinations and weighing and measuring pupils. Any exception to this would be, for example, when the weighing and measuring of pupils is a fundamental part of classroom activity such as in a physical fitness program in physical education.
  - 2. Collecting money from students.
  - 3. Handling clerical aspects or except for required input sheets.
  - 4. Keeping cumulative record cards.

C. Teachers may be required to perform only the following duties and only during the scheduled work day.

1. Homeroom duty.
2. Corridor/Mall duty.
3. Cafeteria duty.
4. Outside duty.
5. Bus duty.
6. Registration Desk.

Non-teaching duties shall be assigned equitably among all teachers to the extent possible.

No teacher shall be assigned two duties until every teacher has been assigned a first duty.

D. Teachers assigned to duties shall be guaranteed their preparation and lunch time daily except for emergencies that affect the health and safety of students and/or staff.

E. Teachers may consent to but will not be required to drive students to or from activities that are related to students' programs.

## ARTICLE VI

### LEAVES OF ABSENCE WITH PAY

A. Sick Leave

A teacher shall be entitled to (15) days sick leave per year as of the first school day of said school year. Unused sick leave will accumulate from year to year without limitation. Each teacher shall receive no later than October 1 of each school year, a written notice which sets forth the amount of sick leave he/she has accumulated to that date. If the Superintendent-Director has sufficient reason to believe that a teacher has misused sick leave then he may investigate the possible misuse and require verification of the illness. In the event that a teacher retires on a date earlier than the end of the school year, said teacher will retain fifteen (15) days per Section A of Article VI.

**B. Sick Leave Bank**

1. Effective July 1, 1998, the sick leave bank shall be maintained by the annual voluntary donation of one (1) day of the fifteen (15) days of sick leave by all teachers who wish to join. Teachers will be eligible to join only during the month of September each year except for teachers new to the system who are hired mid-year who shall be given one month in which to join. The bank shall be maintained at no less than one thousand (1000) days.
2. The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of five (5) teachers. All decisions must be by majority vote. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted.
3. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and not subject to appeal.
4. Unused days in the Sick Leave Bank shall accumulate from year to year and from contract to contract.

**C. Childbearing Leave/Adoptive Parent Bonding Time**

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. Fathers are entitled to a paid parental leave of up to eight consecutive weeks, to be utilized during the first year after the birth of their child. Parental Leave days shall be deducted from accumulated sick leave. Staff teachers who adopt children are entitled to a paid leave, beginning on the day of adoption, of up to eight weeks. Days shall be deducted from accumulated sick leave. Special consideration will be given by the Superintendent-Director if circumstances require an absence prior to the adoption.

**D. Funeral Leave**

Teachers will be granted up to three (3) days at any one (1) time in the event of death requiring attention by the teacher of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, aunt, uncle or other member of the immediate household. In extenuating circumstances the Superintendent-Director may grant other or longer funeral leave.

**E. Personal Leave**

Teachers will be entitled to three (3) days of personal leave for the purpose of religious, personal, legal, business, household, or family matters but not for vacation or extension of holiday weekends. Requests for personal leave will be made to the Superintendent at least twenty-four (24) hours before taking such leave (except in case of emergency). Reasons shall not be given other than that the day taken is taken under this provision. No more than 15 members of the bargaining unit in one day will be granted a personal day except for extenuating circumstances. Requests will not be unreasonably denied. Unused personal leave may be converted by the teacher at the end of the school year into accumulated sick leave or may be redeemed for \$100.00 per unused day.

- F. Any teacher 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 teacher's regular pay.
- G. A teacher 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 but shall not be unreasonably withheld.
- H. Jury Duty  
Any teacher 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 teacher's regular pay.

## ARTICLE VII

### LEAVES OF ABSENCE WITHOUT PAY

- A. Childrearing Leave  
Any teacher will be granted a leave of absence without pay for up to two school years for purposes of childrearing. Teachers 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. Teachers employed by the Greater Lowell Technical High School who are on leave to serve in the Military Service will upon separation from such service under honorable conditions be allowed upon their return to the Greater 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 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 in writing no later than June 1 if the leave, extension or renewal is to commence at the beginning of a school year, or no later than 90 days prior to the effective date of the leave, extension or renewal if it is not to commence at the beginning of a school year. Exceptions to such requirements for notice may be made in the case of extenuating and/or emergency circumstances. All such requests will be responded to in writing before the effective date of the request.
- E. Teachers will be granted a leave of absence without pay for a school year for the exploration or pursuit of an alternative occupation. Such leave shall coincide with the school year and shall further be subject to the following limitations:
  - 1. The teacher must have 10 years of service in the district as of the beginning of the leave;

2. The teacher's pursuit must be related to the teacher's assignment;
3. Notwithstanding the provisions of Section D of this Article, the teacher must notify the committee of his/her intent to take this leave prior to April 15 which falls prior to the commencement of the leave;
4. The Committee, exerting no less effort than for the filling of any vacancy, must have been able to find a replacement by July 15.
5. No more than 5 teachers shall be absent on this leave in any school year.
6. No more than one technical teacher shall be absent on this leave from the same trade area (eg. carpentry, plumbing). For non-technical teachers, no more than one teacher shall be absent from any of the following: Language Arts, Math, Science, Social Studies, Guidance, Special Needs, Physical Education, Bilingual.
7. Any teacher on this leave shall inform the Superintendent-Director by April 15th of his/her intent to return the following September.
8. Teachers on this leave shall be eligible to maintain membership in the health insurance group, paying 100% of the premium provided there is no other group available to them. This provision shall be subject to review as to its cost, impact, and possible limitation of this provision.
9. In the event more teachers wish to take this leave than are eligible, then the resolution of who may take this leave shall be resolved by seniority as determined in Article XX.

## **ARTICLE VIII**

### **SABBATICAL LEAVE**

- A. Any teacher who has served in the Greater Lowell Technical High School for a period of six (6) years is eligible for a sabbatical leave for the purpose of approved study and/or research.
- B. A teacher 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 teacher would be paid at the same salary step that he/she was paid.
- C. A teacher on sabbatical leave shall return to a position as reasonably comparable to the one occupied at the beginning of such aforesaid leave as is available.
- D. Sabbatical leaves shall be approved on the basis of merit and not solely on budgetary considerations. Requests for Sabbatical Leave 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 School Committee will respond no later than May 1, prior to the school year for which the sabbatical leave is being requested.

- E. A Sabbatical Leave of Absence shall be granted for no more than one (1) school year.
- F. Prior to the granting of such leave an applicant shall enter into a written agreement with the School Committee that upon termination of such leave he/she 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/her record.

## ARTICLE IX

### ASSIGNMENTS AND TRANSFERS

- A. Teachers shall not be required to teach outside of the limits of their area of licensure except in emergencies or unusual circumstances described under Article IV-F.
- B. Teachers who desire a change in the nature of their assignments may request a transfer to a different assignment and/or subject area of their preference. All such requests will be acknowledged in writing. If the request is denied, the teacher will be given the reason for the denial.
- C. In case of involuntary transfer of a teacher from the Cluster in which the teacher was originally hired, the teacher involved shall be entitled to meet with the Superintendent-Director to discuss the implications of the transfer and the teacher's preferences in that regard. Such transfers shall be made only for the good of the school system and shall not be made for arbitrary, capricious or punitive reasons.

## ARTICLE X

### VACANCIES AND PROMOTIONS

- A. The Superintendent-Director shall have posted in the Teachers' Resource Center and shall send to the Organization President notices of all vacancies as they occur.
- B. Such notices shall include a job description, statement of minimum qualifications, salary range, and the date by which candidates must apply.
- C. No vacancy except in the case of emergency shall be filled on a temporary basis until such vacancy shall have been posted for at least five (5) school days. Temporary appointments shall not extend beyond one hundred and twenty (120) calendar days.
- D. All vacancies shall be filled on the basis of experience, competency, qualifications of the applicant, length of service in the school system, and other relevant criteria.

## ARTICLE XI

### PROTECTION AND INDEMNIFICATION

- A. The Committee shall provide indemnification whenever any teacher shall become eligible therefore under the provisions of Chapter 41, Section 100C of the General Laws of the Commonwealth as most recently amended.
- B. Teachers shall be covered by Workman's Compensation pursuant to Massachusetts General Laws, Chapter 152.

## ARTICLE XII

### TEACHER EVALUATION

#### PART A

- A. The purpose of teacher evaluation is the continuing improvement of instruction and curriculum services rendered by the school system. Both teachers and evaluators should keep these goals in mind if the evaluation process is to be carried out in the spirit of professional growth.
- B. First year teachers will be evaluated on the basis of two but not more than four formal observations of their performance of their main assignment; evaluation shall include sufficient formal observations of professional performance so that sound judgments may be reached. Teachers may be formally observed once after their evaluation for that year has been completed. Such observation report shall not be used to amend the annual evaluation report for that year nor shall it be used for the subsequent year's evaluation. (note: only one evaluation will be done)
- C. All other teachers shall be evaluated annually. These evaluations will be the result of a maximum of three formal observations of professional performance of the teacher's main assignment. Teachers may be formally observed once after the annual evaluation for that year has been completed. Such observation report shall not be used to amend the annual evaluation report for that year nor shall it be used for the subsequent year's evaluation.
- D. A formal observation shall mean an observation for the express purpose of seeing a teacher function in his/her main assignment and should be of sufficient length to observe an entire presentation or activity. Within one (1) week after each formal observation, the evaluator should confer with the teacher. This is not to be construed to mean that observation and evaluation of teachers does not take place while teachers are on assigned duties and preparation time.
- E. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, hearsay, public address or audio systems for teacher surveillance or evaluation purposes shall be strictly prohibited.

- F. Teachers will be given a copy of all evaluation and observation reports and will, at their option, be entitled to participate in a conference to discuss said report. If, at the end of such conference wherein recommendations have been made, said teacher disagrees with the evaluator's judgment and/or recommendations, said teacher, after signing the report signifying only that he/she has read it, shall have a right to submit a written response to the evaluator's report and the teacher's response will be attached to them before they are placed in the teacher's personnel folder.**
- G. Recommendations regarding the question of reappointment, tenure appointment and/or readiness to obtain a permanent certificate must be based on information which has been documented and placed in a teacher's folder.**
- H. No teacher will be disciplined, reprimanded, reduced in rank or compensation, not reappointed or deprived of any professional advantage without just cause. This is not to be construed to mean that appointments held on a year to year basis such as class advisors, etc., cannot be changed by administrative recommendation. Changes in these assignments are properly an administrative function and responsibility and changes do not imply disciplinary action. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action. If it is determined that action has been taken against a teacher in violation of this Agreement, the teacher shall be restored to no less than the position and circumstances which existed prior to the action having been taken.**
- I. No teacher shall be evaluated during periods of extreme temperature conditions nor shall any teacher's performance during such periods be used as the basis of future evaluative commentary.**
- J. A joint committee of five designees of the School Committee and five designees from the Organization will revise the Observation and Evaluation Procedure and Forms. The recommended changes as approved by the appropriate bodies of the School Committee and the Organization shall be dated and signed by both parties and may be changed solely by a similar process. The Observation and Evaluation Procedure and Forms are incorporated by reference herein.**

### **ARTICLE XIII**

#### **PERSONNEL RECORDS**

- A. Teachers will have the right, upon request, to review and make copies of all records concerning them or their work maintained by the Committee or any agent thereof. A teacher may have a representative of the Organization accompany him/her during such a review. There shall be only one official record, that maintained by the Committee or its designee.**
- B. Teachers shall review their records in the Administrative Office and shall not take their records from that office.**

- C. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personal file unless the teacher has had an opportunity to review such material and so indicates that opportunity by affixing his signature to the copy to be filed. It is expressly understood that such signature in no way indicates that the teacher is in agreement with the contents. Only after affixing his/her signature to the copy to be filed will the teacher have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent-Director and attached to the file copy.**
- D. Any complaints regarding a teacher made to any member of the administration by any member of the administration, by any parent, student, teacher or other person will be called to the attention of the teacher before any action is taken, if at all possible. Emergencies, health and safety of the public, teachers, or students could constitute cause for such exception.**
- E. At the time of severance from the school system, a teacher will have the right to indicate those documents and/or other records which he/she believes to be obsolete or otherwise inappropriate for retention. Said records will be reviewed by the Superintendent-Director and if he concurs they will be destroyed.**
- F. The Superintendent-Director shall insure that all records relating to teachers are accurate beyond reasonable doubt.**

#### **ARTICLE XIV**

##### **PROFESSIONAL DEVELOPMENT**

- A. The Committee agrees to pay reasonable expenses (including meals, lodging, 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. 1. Teachers who complete Professional Improvement requirements or take courses shall be reimbursed in an amount not to exceed \$1800.00 over the life of the agreement.**  
**2. Prior to taking any course for which reimbursement will be made, the teacher must receive approval from the appropriate supervisors.**
- C. Evidence of successful course completion and expense receipts must be submitted prior to reimbursement.**
- D. 1. Except as noted herein, for the duration of this contract, no teacher shall be required to fulfill any continuing education requirements except as required by the Massachusetts Department of Education.**

## **2. RBT/Skillful Teacher Course Work**

- a. Completion of the RBT "Skillful Teacher" course is required for teachers hired since 2004-2005 school year agreement. The course may be offered during the school day, substitutes will be brought in for the teachers being required to take the course. If such an opportunity is given to these teachers, the teachers will complete the course prior to the end date of this agreement. Additionally, the School pays for the entire cost of the course. The cost will be in addition to the tuition reimbursement already in the contract.**
- b. Completion of the RBT "Skillful Teacher" course is a condition of employment for new teachers before professional teacher status is earned. The School agrees to pay for the entire cost of the course. This cost will be in addition to the tuition reimbursement already in the contract.**
- c. If the RBT "Skillful Teacher" course is not offered during the school day, the teacher will have up to 5 years to complete the course. The School agrees to pay for the entire cost of the course. The cost will be in addition to the tuition reimbursement already in the contract.**

## **ARTICLE XV**

### **ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the democratic tradition, a way of life that prizes alternatives. Alternatives mean that people must make choices. Wisdom with which to make choices comes through practice and only if there is freedom of speech, of press, of assembly and of teaching. These rights make it possible for both teachers and students to hear, to read, to discuss, and to reach judgments according to individual conscience. An inherent part of the learning management system of the Greater Lowell Technical High School is the right of students to, when possible, choose alternate approaches in the learning of a concept. When both teachers and students enjoy the right to make intelligent and meaningful choices, self-government becomes a reasonable goal.**
- B. Freedom of individual conscience, association and expression will be encouraged and fairness in all procedures will be observed both to safeguard the legitimate interest of the school and to exhibit the basic objectives of a democratic society.**
- C. Academic freedom shall be guaranteed to teachers who should feel free to make assignments and generate classroom and extra-class discussions relating to controversial issues provided, however, that such activities are appropriate for the age and intellectual capabilities of the students involved and, further provided that such activities have an appropriate educational objective and meet accepted standards of professional educational responsibility.**

## ARTICLE XVI

### ORGANIZATION RIGHTS

- A. There will be no reprisals of any kind taken against any unit member because of his/her membership in the Organization or participation in its activities.
- B. The Organization will be provided with the names, addresses and telephone numbers (unless a teacher has specifically requested that his telephone number not be released) of all unit members within twenty-five (25) days of the opening of school each year.
- C. There will be at least one (1) bulletin board reserved exclusively for Organization use.
- D. The Organization President will be sent a copy of the official agenda prior to each Committee meeting and a copy of the minutes of said meetings within five days of their approval by the Committee.
- E. The Organization may use school facilities and equipment for Organization business and may hold Organization meetings in school with the approval of the Superintendent-Director.
- F. The Committee authorizes the use of inter-school mail including e-mail to distribute Organization material. The Organization's headquarters will be considered as a regular inter-school mail stop.
- G. The Organization President shall not be assigned a duty. The Organization will be provided with an office and a telephone.
- H. The Organization will be furnished with a mailbox for its use by the mailroom attendant.

## ARTICLE XVII

### PAYROLL DEDUCTION

- A. The Committee agrees to deduct from the salaries of the teachers who have on file with the Committee a deduction authorization card, to be supplied by the Organization, the dues required as a condition of acquiring or retaining membership in the Organization. Said deductions shall be made in equal installments between the months of October and June.
- B. The Committee agrees to deduct from the salaries of teachers monies for tax sheltered annuities as provided for under the General Laws of the Commonwealth.
- C. The School Committee will vote to accept the provisions of General Law, Chapter 180, Section 171 - employees may authorize the School Committee to deduct from their salaries a contribution to Voice of Teachers for Education of an amount of which the employee shall specify, in writing. The Committee will certify on the payroll the amount to be deducted by the Treasurer. Such amounts shall be transmitted to the Mass. Teachers' Association monthly.

- D. Teachers will be provided their pay checks in sealed envelopes.
- E. Children of teachers will be automatically eligible for enrollment in the Greater Lowell "Tot Shop" program. Per the authorization of the teachers, tuition for the Tot Shop program will be deducted from the salary of said teacher.

## ARTICLE XVIII

### INSURANCE

#### A. Group Insurance Benefits

The Committee agrees to pay eighty percent of an Indemnity Plan or eighty-five percent 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 the best available under the aforementioned statute(s).

- B. The Committee agrees to provide term insurance in the amount of twenty (20) thousand dollars for each member of the bargaining unit.

#### 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.

- D. The Committee agrees to offer each member of the bargaining unit the opportunity to make pre-tax payments of employee premiums for group insurance coverage. The so called "Flex Plan" offered will be in accordance with IRS regulations.

- E. The committee agrees to pay seventy-five percent of a dental plan offered by Delta Dental which will provide 100% coverage on diagnostic and preventative services (Type 1), 80% coverage on restorative and other basic services (Type 2), and 50% of major restorative prosthodontic (type 3). Deductibles will apply to Type 2 and 3 services.

## ARTICLE XIX

### SCOPE

- A. It is agreed and understood between the Committee and the Organization that this Agreement has been entered into between the parties as a result of the provisions of Chapter 150E of the General Laws of Massachusetts. In executing this Agreement, neither party to this Agreement has waived any rights accorded it under the General Laws of Massachusetts.
- B. All conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed provided that:
- 1) Such conditions shall be altered as required by the express provisions of this Agreement.
  - 2) This provision shall not become effective until July 1, 1977.
  - 3) No precedent or past practice shall be established before July 1, 1976, by either party.
  - 4) The State statutes concerned with fiscal autonomy remain as presently written.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

**ARTICLE XX**  
**TEACHER LAYOFF**

If, because of fiscal constraints and/or declining enrollment, it becomes necessary to reduce the number of teachers in any department, the following shall apply:

**A. Notification of Layoffs**

1. Prior to notification of layoff to bargaining unit members who have attained professional teacher status, there shall occur consultation between the Organization and the Superintendent-Director or his designee with the goal of resolving potential disputes concerning the order of layoff. Such consultation shall be without prejudice to either the Committee or the Organization.
2. Teachers who have not attained professional teacher status to be laid off shall be so notified prior to June 15. Teachers who have achieved professional teacher status shall be so notified prior to May 15, subject, however, to the provisions in section C. 4. c) of Article XX, the provisions of which shall be controlling and extend the deadline for notification.
3. No layoff shall take effect except at the beginning of a school year.

**B. Definitions**

Effective as of the ratification date of this agreement, the following definitions will apply for purposes of this article:

1. Seniority - length of continuous service in the bargaining unit including time spent on leave of absence or on layoff from the date of election by the Committee, or the date of election by the Lowell School Committee for those teachers superseded from Lowell by the opening of the Greater Lowell Technical High School, (but excluding time in excess of one year taken on each leave of absence granted after September 1, 1982).

Employees of the Committee, who as of July 1, 1978, are or have been employed in positions outside of the bargaining unit shall, if assigned to a position in the bargaining unit, have such service count for purposes of this article provided that:

- a. the employment outside the unit was or is in a position which acquires tenure by action of statute; and
- b. the assignment into the unit and the counting of such service neither causes nor aggravates the need to lay off other tenured members of the unit.

After July 1, 1978, time spent in the employment of the committee outside of the bargaining unit (except in a temporary or "acting" capacity and for a year or less) shall not accrue to seniority, but will not affect the employee's tenure status.

2. **Qualified - possessing the prerequisites for certification and/or technical approval at the time of layoff.**
3. **Area - for the purposes of this article, Area shall mean an area of certification or approval as defined by the State Department of Education.**
4. **Effective September 1, 2003, any newly hired teachers will have the first day of work as their seniority date.**
5. **Effective August 30, 2004, the Administration will take over responsibility for the seniority list.**
6. **Within twenty (20) days of assuming responsibility for the seniority list, (as referenced in paragraph 5 above), the Administration shall post the seniority list. In the event that a teacher disputes his or her placement on this initial posting of the seniority list, said teacher must notify the Superintendent-Director, in writing, within sixty (60) business days of this initial posting. For this initial posting only, any documentation which constitutes criteria to dispute current seniority dates will be decided by the first day of work at Greater Lowell and/or the start of contributions to the Massachusetts Teachers Retirement Board when employed at Greater Lowell. This process applies to the initial posting as outlined in this paragraph (6) only.**
7. **Subsequent to the initial Administrative posting of the seniority list (as referenced in paragraph 5 and 6 above), the Administration shall annually post the seniority list by November 1<sup>st</sup> of each school year. In the event that a teacher disputes his or her placement on the seniority list, said teacher must notify the Superintendent-Director within thirty (30) days of the posting and inform the Superintendent-Director of the reason(s) for his or her placement dispute.**
8. **Time spent as a substitute teacher will not count toward the accrual of seniority.**

**C. Order of Layoff**

1. **All opportunities for voluntary transfers shall be exhausted and all requests for voluntary layoff shall be honored with the goal of avoiding the involuntary layoff of any teacher.**
2. **Any teacher involuntarily transferred from one department to another within twelve (12) months prior to notification of a layoff shall be considered as a member of the department to which he/she was previously assigned, for the purpose of determining the order of layoff.**
3. **No teacher who has attained professional teacher status shall be laid off if there is a teacher who has not attained professional teacher status occupying a position which a teacher who has attained professional teacher status is qualified to fill.**

4. **If a layoff must occur, then the teacher with the least seniority in the department to be reduced shall be the teacher to be laid off, subject to any rights provided in C. 3. above and as provided as follows:**
  - a. **If a teacher designated for layoff pursuant to this section is qualified to teach in another area and is senior to a teacher in that area, then the layoff designee shall be transferred to that area and the junior teacher therein shall be designated for layoff subject to the provisions of this section.**
  - b. **As a condition of employment, any teacher exercising the benefit of subsection (a)(above) must have taught in that area in the previous three school years, or have at least 60 hours of trade contact in that area in the three years preceding beginning the new assignment, or have successfully completed six credits of course work in that area in the three years preceding beginning the new assignment.**
  - c. **Any teacher intending to exercise the benefit of subsection (a) above shall notify the Superintendent-Director in writing within 5 business days of receipt of a layoff or displacement notice. The Superintendent-Director shall notify any teacher who would be displaced as a result of any other teacher's (a) above within 5 business days of receipt of intent to exercise subsection (a) rights. Any such displacement shall extend the time for notification specified in A. 3. of Article XX for a displaced teacher. Notices from the Superintendent-Director shall be delivered in hand by the teacher's supervisor or, if not feasible, by a constable. If prior to the opening of school in the subsequent September any position from which a teacher was displaced becomes available due to restoration of the position, a vacancy within the area or other unforeseen circumstance, the teacher shall be returned to the original position.**
  
5. **If, in applying the foregoing, it happens that there is a tie between two or more teachers, then the following criteria shall be applied, in order to resolve the tie:**
  - a. **The teacher with the greater total teaching and trade experience, as recognized by the committee on date of hire shall be considered senior.**
  - b. **If the tie persists, the teacher further to the right on the salary schedule as of November 1, prior to effective date of layoff, shall be considered senior.**
  - c. **If the tie still persists, then the tie shall be resolved at the discretion of the committee giving consideration to the teacher quality of performance, qualifications, and need of the school district.**
  - d. **If the tie still persists, then the tie shall be resolved by lottery.**

**D. Rights of Teachers on Layoff**

- 1 Teachers who have not attained professional teacher status who are laid off shall be completely severed from the district, except that to the extent allowed by law, subject to full reimbursement by the teacher to the school district, the school district will continue to provide the same Blue Cross/Blue Shield or HMO Health Insurance and Life Insurance up to an 18-month period.**
- 2. Teachers who have attained professional teacher status in addition to the Blue Cross/Blue Shield or HMO Health Insurance and Life Insurance referred to above for teachers who have not attained professional teacher status subject to the same full reimbursement to the school district, shall be on recall for a period of twenty-six (26) months from the effective date of layoff.**
- 3. Teachers shall be recalled in the reverse order of layoff and from within areas. If a vacancy still exists the committee agrees to offer any position to laid off teacher(s) most senior and qualified, prior to the hiring of new staff. Any teacher who declines recall twice shall have waived any other recall rights. A teacher not notifying the school district within thirty (30) days after recall notice shall be determined to have declined recall. Any teacher recalled to active service shall have restored to him/her all previously accumulated sick leave and longevity benefits. Recalled teachers shall be placed on the salary schedule at the step numerically above that which he/she was on at the time of layoff.**
- 4. During the recall period, laid off teachers who have attained professional teacher status shall have preference for substitute assignments in reverse order of layoff and from within departments, created by teachers on leaves of absence and/or sick leave. Laid off teachers called for daily substitute assignments shall be paid at the substitute rate approved by the School Committee.**

**ARTICLE XXI**

**LONGEVITY**

- A. Teachers shall receive as compensation the following renumeration for service in Lowell Trade and Vocational School and/or the Greater Lowell Technical High School. Beginning with the 2007-2008 school year, longevity payments will be made on or before June 30 for the school year that has just ended. Longevity is not pro-rated.**

**\$700 total longevity - 16th through 19th years of service  
\$1400 total longevity - 20th through 24th years of service  
\$2000 total longevity - 25th or more years of service**

- B. 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 Greater Lowell Technical High School for a minimum of fifteen years and who have attained age 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:**

	<b>SUPERSEDED</b>	<b>NON-SUPERSEDED</b>
<b>Resignation</b>	<b>20%</b>	<b>10%</b>
<b>Retirement</b>	<b>20%</b>	<b>20%</b>

- C. Beginning with the 2007-2008 school year, for teachers to be eligible for sick leave buy back days the teacher must give written notice by June 30<sup>th</sup> of the previous year if they retire in the first 90 days of the 2007-2008 school year or any year thereafter and must provide such notice by September 15<sup>th</sup> if they retire in the second 90 days of the school year. Teachers retiring in the summer must provide written notice before February 1<sup>st</sup> prior to retirement.**

**APPENDIX A  
TEACHER SALARY SCHEDULE (INCLUDING NURSES)**

July 1, 2007 - June 30, 2008		0.03					
Step	1	2	3	4	5	6	7
1	38,297	39,894	41,489	43,083	44,678	46,283	47,874
2	41,093	42,688	44,280	45,880	47,468	49,066	50,670
3	43,886	45,485	47,072	48,671	50,264	51,823	53,462
4	46,675	48,272	49,868	51,466	53,058	54,657	56,250
5	49,470	51,064	52,664	54,258	55,852	57,447	59,044
6	52,259	53,859	55,452	57,043	58,641	60,247	61,838
7	55,058	56,650	58,242	59,841	61,436	63,029	64,630
8	57,843	59,442	61,039	62,633	64,231	65,819	67,425
9	61,330	62,993	64,652	66,421	68,085	69,737	71,405
10	62,699	64,364	66,024	67,792	69,397	71,108	72,776

July 1, 2008 - June 30, 2009		0.03					
Step	1	2	3	4	5	6	7
1	39,446	41,091	42,734	44,375	46,018	47,671	49,310
2	42,326	43,969	45,608	47,256	48,892	50,538	52,190
3	45,203	46,850	48,484	50,131	51,772	53,378	55,066
4	48,075	49,720	51,364	53,010	54,650	56,297	57,937
5	50,954	52,596	54,244	55,886	57,528	59,170	60,815
6	53,827	55,475	57,116	58,754	60,400	62,054	63,693
7	56,710	58,349	59,989	61,636	63,279	64,920	66,569
8	59,578	61,225	62,870	64,512	66,158	67,794	69,448
9	63,170	64,883	66,592	68,414	70,128	71,829	73,547
10	64,580	66,295	68,005	69,826	71,479	73,241	74,959

July 1, 2009 - June 30, 2010		0.03					
Step	1	2	3	4	5	6	7
1	40,629	42,324	44,016	45,706	47,399	49,101	50,789
2	43,596	45,288	46,976	48,674	50,359	52,054	53,756
3	46,559	48,255	49,939	51,635	53,325	54,979	56,718
4	49,517	51,212	52,905	54,600	56,289	57,986	59,675
5	52,483	54,174	55,871	57,563	59,254	60,945	62,639
6	55,442	57,139	58,829	60,517	62,212	63,916	65,604
7	58,411	60,099	61,789	63,485	65,177	66,868	68,566
8	61,365	63,062	64,756	66,447	68,143	69,828	71,531
9	65,065	66,829	68,590	70,466	72,232	73,984	75,753
10	66,517	68,284	70,045	71,921	73,623	75,438	77,208

**APPENDIX B**  
**EXTRA-CURRICULAR SALARY SCHEDULE**

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1 Business Club Advisor	1,550	1,596	1,644
2 DECA Club Advisor	1,550	1,596	1,644
3 Drama	1,550	1,596	1,644
4 Freshman Advisor	1,550	1,596	1,644
5 Jr. Class Advisor	1,550	1,596	1,644
6 Music	1,550	1,596	1,644
7 National Honor/Vocational	1,550	1,596	1,644
8 Newspaper Advisor	1,550	1,596	1,644
9 Outing Club	1,550	1,596	1,644
10 Robotics	1,550	1,597	1,645
11 Senior Class Advisors	2,260	2,328	2,398
13 Sophomore Advisor	1,550	1,596	1,644
14 Student Activity Moderator	1,550	1,596	1,644
15 Student Council Advisor	2,195	2,261	2,328
16 VICA Club Advisors (3)	4,649	4,789	4,933
17 Yearbook Advisor	2,842	2,927	3,015

**HOURLY RATE - DRIVER EDUCATION, NIGHT SCHOOL, AFTERNOON PROGRAMS**

\$32.00 (or more based on tuitions)

The Administration may pay a night school teacher who is not a member of the bargaining unit at a rate less than the above rate provided that no bargaining unit member was available and willing to fill the position.

Extra Curricular and Coaching positions are educational in nature and are integral to the mission of Greater Lowell Technical High School to educate students. A teacher who has unusual authority and responsibility over an activity may receive additional compensation while carrying out that responsibility. When such authority or responsibility is assigned, or when a new Extra Curricular or Coaching position is created, the Organization and the Committee agree to negotiate an appropriate annual stipend.

**APPENDIX C**  
**COACHES SALARIES**

	2007-08	2008-09	2009- 2010
<b>ATHLETIC DIRECTOR</b>	10,906	11,233	11,570
<b>BASEBALL</b>			
1 Varsity Baseball	5,103	5,256	5,414
2 Jr. Varsity Baseball	3,627	3,736	3,848
3 Assistant Varsity Boys*	3,761	3,874	3,990
<b>BASKETBALL</b>			
4 Varsity Basketball (Boys)	5,372	5,533	5,699
5 Varsity Basketball (Girls)	5,372	5,533	5,699
6 Jr. Varsity Basketball (Boys)	3,492	3,597	3,705
7 Jr. Varsity Basketball (Girls)	3,492	3,597	3,705
8 Assistant Varsity Basketball (Boys)	3,761	3,874	3,990
9 Assistant Varsity Basketball (Girls)	3,761	3,874	3,990
10 Freshman Basketball (Boys)	3,492	3,597	3,705
<b>FOOTBALL</b>			
12 Head Coach	8,057	8,299	8,547
16 Varsity Line	4,298	4,427	4,560
11 Assistant Varsity	4,567	4,704	4,845
13 Jr. Varsity	4,029	4,150	4,274
14 Assistant Jr. Varsity	3,627	3,736	3,848
15 Assistant Freshman	3,224	3,321	3,420
17 Freshman Football	3,627	3,736	3,848
<b>SOCCER</b>			
18 Varsity Soccer (Boys)	4,298	4,427	4,560
19 Jr. Varsity (Boys)	3,224	3,321	3,420
20 Assistant Varsity (Boys)*	3,224	3,321	3,420
21 Varsity (Girls)	4,299	4,428	4,561
22 Jr. Varsity Soccer	3,224	3,321	3,420
23 Assistant Varsity (Girls)*	3,224	3,321	3,420

**SOFTBALL**

24	Jr. Varsity Softball	3,627	3,736	3,848
25	Assistant Varsity*	3,627	3,736	3,848
26	Varsity Softball	5,103	5,256	5,414

**SWIMMING**

27	Assistant Swimming	2,552	2,628	2,707
28	Swimming	3,761	3,874	3,990

**TRACK**

29	Varsity Track	4,298	4,427	4,560
30	Assistant Spring Track	3,224	3,321	3,420
31	Assistant Spring Track	3,224	3,321	3,420

**WRESTLING**

32	Wrestling	4,298	4,427	4,560
33	Jr. Varsity Wrestling	3,224	3,321	3,420
34	Assistant Wrestling *	3,224	3,321	3,420

**VARSDTY OTHER**

35	Cheerleading	3,359	3,459	3,563
36	Cross Country	3,492	3,597	3,705
37	Tennis	3,492	3,597	3,705
38	Equipment Manager	4,029	4,150	4,274
39	Faculty Manager	1,209	1,245	1,282

**VOLLEYBALL**

40	Varsity Volleyball	4,298	4,427	4,560
41	Jr. Varsity Volleyball	3,224	3,320	3,420

\* New Positions

\*\* Removed Field Hockey

Extra Curricular and Coaching positions are educational in nature and are integral to the mission of Greater Lowell Technical High School to educated students. A teacher who has unusual authority and responsibility over an activity may receive additional compensation while carrying out that responsibility. When such authority or responsibility is assigned, or when a new Extra Curricular or Coaching position is created, the Organization and the Committee agree to negotiate an appropriate annual stipend.

## APPENDIX D

### PROFESSIONAL IMPROVEMENT

The Education Reform Act of 1993 did not change requirements for technical instructors to complete their professional improvement every two years.

#### I. Technical Teachers

In order to maintain full approval, approved instructional personnel should complete a pre-approved Professional Development Plan that is signed by the instructor, immediate supervisor and Director of Technical Studies or Director of Post Secondary Programs. Options for this approval include:

1. Three (3) semester hours of further academic credit in an education or technical area related to the area in which he or she teaches. Course work in Occupational Education courses needed for state approval is acceptable.
2. Forty-five (45) hours or mini-courses sponsored by the Greater Lowell Office of Professional Development.
3. Sixty (60) hours of learning experiences that have received the prior approval of the supervisor and the Director of Technical Studies or Director of Post Secondary Programs. This includes work experience.
4. Sixty (60) hours of a combination of #2 or #3.

#### II. Guidance Counselors

In order to maintain approval, guidance counselors should complete a pre-approved Professional Development Plan that is signed by the instructor and the Director of Guidance. Options for this approval include:

1. Sixty (60) hours of further on-the-job experience, either paid or unpaid, related to guidance and/or counseling.
2. Forty-five (45) hours of mini-courses sponsored by the Greater Lowell office of Professional Development.
3. Sixty (60) hours of other learning experiences that have received the prior approval of the supervisor and Director of Guidance. This includes work experience.
4. Sixty (60) hours of a combination of #2 and #3.

## **Professional Improvement Procedure**

Once every two years, an instructor must fill out an "Individual Professional Development Plan" on which he/she states work he/she proposes to do during the next two years. He/she must submit the plan to his/her Cluster Chairperson for a signature of approval on the type of work he/she proposes to do. The form is then forwarded to the Director of Technical Studies who also must sign for approval.

It is the supervisor's or director's responsibility to see that each instructor in his/her faculty who is subject to Professional Improvement receives and fills out the form for the two year period. When this is done and the form is signed by all parties, a copy will be returned to the instructor.

After the instructor has completed the work he/she has proposed, he/she must submit evidence of its completion to the Cluster Chairperson or Director or his/her designee.

Evidence of completion of Professional Improvement activities will be recorded and kept in the instructor's file. When the instructor has attained Professional Improvement, a memo will be issued stating that he/she has fulfilled the Professional Improvement requirement for that cycle.

If an instructor does Professional Improvement work other than that which he/she proposed, he/she must seek prior approval from his/her supervisor and the Director of Technical Studies.

Instructors who choose to pursue employment in their technical area can present evidence of maintaining command of their technical area in the following ways:

- The work must be directly involved with the technical area in which the instructor teaches.
- A letter on stationery from the company describing the type or work at which the instructor was employed must be submitted.
- The instructor must be employed a minimum of 60 hours.
- Self-employment will be allowed providing that it is approved by the respective Cluster Chairperson and the Director of Technical Studies.

Evening school instructor who are not regularly employed as day school teachers may be required to take Professional Improvement courses which will assist them in gaining proficiency in teaching.

Teachers who are employed on a part-time basis may be required to meet the Professional Improvement requirements stated above if 50% or more of their school time is devoted to teaching technical classes.

## COURSE APPROVAL RECOMMENDATIONS

- 1) All courses must be approved on the basis of Professional Improvement by the appropriate Cluster Chairperson and the Director of Curriculum Instruction and/or the Director of Technical Studies.
- 2) Approved courses may be graduate or undergraduate depending upon the individual teacher involved.
- 3) The grade of at least C, must be obtained in order for increments or reimbursement to be given. Only one C for a person enrolled in a Graduate program.
- 4) A Reimbursement and Course Approval form must be completed for the administration before courses are to be taken. No course(s) will be approved during a semester or after a semester has ended.
- 5) Once the course has been completed, the grade report or transcript must be presented to the administration.
- 6) If a course has been rejected for approval, a written explanation should be placed in the teacher's file.

## REIMBURSEMENT

Reimbursement for all approved courses will be adjusted on the following dates:

- |              |   |
|--------------|---|
| A) October 1 | FOR SUMMER COURSES                      |
| B) March 1   | FOR FALL COURSES                        |
| C) July 1    | FOR SPRING AND INTERIM SEMESTER COURSES |

\*Any teacher who is taking a course that will end in June or late May should contact the Curriculum Office or the Technical Studies Office in order to insure that reimbursement money may be calculated in the present fiscal year.

## INCREMENTS

Increments will be adjusted on October 1, for approved Spring and interim semester courses. Fall courses will be adjusted on March 1. Deadlines for transcripts and grades will be issued. Increments for course work completed during a year when a teacher is on a Sabbatical leave, will not be adjusted during the year of the Sabbatical leave.

The Organization and the Committee reserve their respective rights to bargain the teacher recertification regulatory changes, pursuant to 603CMR

**APPENDIX E**  
**PRE-SCHOOL TEACHERS' SALARIES**

**FY 2007-08            \$30,115**

**FY 2008-09            \$31,018**

**FY 2009-10            \$31,949**

RS

DURATION

This Agreement shall continue in force and effect from July 1, 2007 to June 30, 2010, unless sooner terminated or extended by agreement of the parties hereto, or unless sooner terminated by operation of law of decree of judgment of any governmental authority having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 7th day of June 2007.

GREATER LOWELL REGIONAL  
VOCATIONAL TECHNICAL  
DISTRICT'S SCHOOL COMMITTEE

GREATER LOWELL REGIONAL  
TEACHERS ORGANIZATION

Harold A. Desrosiers

David C. Joseph

Will J. King

David J. ...

J.J. Daulton

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Robert R. Sullivan

Edward A. ...

M. ...

Cheryl Ann Bonal

Paul W. ...

John A. ...

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