

MEMORANDUM OF AGREEMENT
 BETWEEN THE
 LOWELL SCHOOL COMMITTEE
 AND THE
 UNITED TEACHERS OF LOWELL
 JULY 1, 2020- JUNE 30, 2023
 COLLECTIVE BARGAINING AGREEMENT
 FOR
 PARAPROFESSIONALS' BARGAINING UNIT

Length of Contract 3 Years

Salary Increase:

First day	July 1, 2020 – June 30, 2021	2.0%
Midpoint	July 1, 2020 – June 30, 2021	0.0%
Last day	July 1, 2020 – June 30, 2021	0.0%
First day	July 1, 2021 – June 30, 2022	2.25%
Midpoint	July 1, 2021 – June 30, 2022	0.25%
Last day	July 1, 2021 – June 30, 2022	0.0%
First day	July 1, 2022 – June 30, 2023	2.5%
Midpoint	July 1, 2022 – June 30, 2023	0.0%
Last day	July 1, 2022 – June 30, 2023	0.0%

Effective June 30, 2021, increase in voluntary rate of pay to \$20/hour.

Effective June 30, 2021, increase the established base salaries for all employees who make less than \$50,000 at that time by \$500.00.

Study Groups:

The parties share the goal of diversifying our educator workforce. To that end, the parties agree to create a negotiation subcommittee on educator diversity that shall meet regularly. The goal of the negotiation subcommittee shall be to identify ways to help the Lowell Public Schools and the UTL diversify their workforce. The committee shall make recommendations to the bargaining teams by May 1, 2022, which the parties will consider and negotiate as part of a successor agreement.

Article XVI School Year- Work and Payment Schedule:

On last day of Year 2, add new temporary paragraph which will be in effect for July 1, 2022- June 30, 2023, and which will sunset on June 30, 2023, unless negotiated into a successor agreement: Contingent on ESSER funding, for SY23, the regular work year of school-based personnel (Teacher and Paraprofessional units), will increase two Professional Development days at the beginning of the school year starting on July 1, 2022. These additional days shall be the same as the regular school day and paid at the daily rate of pay. In deliberating on next year's school calendar, the SC will weigh converting ½ days for PD to full student learning days. If such a calendar is approved, the UTL agrees not to object to such.

Evaluations:

The parties agree to negotiate an evaluation instrument for the Paraprofessional Unit. The parties will implement such evaluations for the 22/23 school year.

Signed in the City of Lowell on this 20th day of October 2021.

LOWELL SCHOOL COMMITTEE

UNITED TEACHERS OF LOWELL

Angela

Paul Boy B

Maria

Brenda King

Jacqueline Roberts

Carolyn M Dames

Dominique Ray

Bonnie Marie Buzen

[Signature]

MEMORANDUM OF AGREEMENT

This AGREEMENT (hereinafter "the Agreement") is being entered into by and between the Lowell School Committee (hereinafter, "the School Committee") and the United Teachers of Lowell (hereinafter, "Union").

WHEREAS, the Union and the School Committee are parties to the Collective Bargaining Agreement which expires on June 30, 2023 (hereinafter, "the Contract") and have negotiated in good faith over terms of work and pay for Paraprofessionals within Lowell Public Schools;

WHEREAS, the School Committee and the Union agreed to incorporate the following language into the Collective Bargaining Agreement on August 25, 2021:

"In cases where a paraprofessional, for a period of more than 15 school days in a row, has solely been responsible for preparation of curriculum, instruction, grading and parent conferences, the paraprofessional shall receive \$125/day in addition to their regular paraprofessional compensation with the full value of the total additional amount intended to be retirement eligible. The agreed upon payment is contingent upon the paraprofessional's submission of an agreed upon form, to the school office, at the beginning of the next school day when the paraprofessional is present at the school. This provision is understood to replace the related existing language within the expiring CBA."


WHEREAS, on February 2, 2022 the School Committee, in an effort to recruit more substitutes into the schools, approved increasing the rates for substituting to \$220/\$240/\$260 from \$95/110/120/day effective February 7, 2022. While the increase in substituting compensation has resulted in a wave of new substitute applications (48 thus far and 20 more scheduled to finalize applications over the next two weeks) and greatly benefitted the system, it has resulted in some situations where substitutes, are earning more compensation per day (not counting benefits) than paraprofessionals doing the same duties, if within the first 15 days of the paraprofessional's substituting period. While this substitute compensation is day-to-day, temporary, and unbenefited, the Parties aim to bridge this gap with this Agreement during periods less than 15 days.

NOW THEREFORE, the School Committee and the Union hereby agree to following modifications of the Contract only for the time period of February 7, 2022 to the end of this school year for the remainder of the 2021/2022 school year (when the new substitute rate expires):

1. Amend Article XXVII, "Substituting" to provide \$80/day, instead of \$40/day, in addition to their regular compensation for any paraprofessional for any given day during which the paraprofessional substitutes for a teacher for a total of three (3) or more hours.

IN WITNESS WHEREOF, all parties have set their hand and seal to this Agreement as of the dates indicated below.

LOWELL SCHOOL COMMITTEE


By Joel D. Boyd, Ed.D.
Duly Authorized Representative of the School Committee
Per vote of the Lowell School Committee on 3/2/22

UNITED TEACHERS OF LOWELL,


By PAUL GEORGES, President

MEMORANDUM OF AGREEMENT
between
UNITED TEACHERS OF LOWELL, LOCAL 495
and
LOWELL SCHOOL COMMITTEE
PARAPROFESSIONAL UNIT
JULY 31, 2019

ARTICLE XXV
Vacancies and Position Changes
(Page 12)

Replace 1 through 6 with the following language:

(Paraprofessionals)

1. When a paraprofessional vacancy occurs principals inform the Lowell Public Schools' Personnel Office of open paraprofessional positions within their school buildings. This occurs after the building principal has informed all building staff of the open position(s) and has considered requests for internal transfer within the building of staff with appropriate certification(s). The internal placement of paraprofessionals within the school building is at the principal's sole discretion. After all of the approved internal transfers have been processed, the remaining open positions will be published on the next compendium and posted for fifteen days on "All Schools" mail and the district's website.
2. A compendium of Paraprofessional Vacancies shall be posted on February 1. This compendium shall list all vacancies for the following school year, which have been declared and/or created between July 28 and the last calendar day in January. Subsequent compendia will be posted on May 1, June 16, and July 28.
3. When a transfer is to be made a professional's background, skills required by the job, and length of service in the Lowell Public Schools shall be considered.
4. All paraprofessionals requesting a transfer shall receive written notification from the principal as soon as possible following their interview as to the disposition of their request, but in no case longer than two (2) weeks. On the rare instance that there are fewer than 2 requests for transfer within the pool of applicants for the principal to select from, only then can long-term substitutes and external applicants be considered. Both parties recognize that either party can propose changes to this provision and other provisions in negotiations for a successor agreement.
5. All transfers granted and all permanent hires will be effective the first day of school the following year.
6. Decisions by the Superintendent, or his/her designee, are final unless arbitrary and capricious.

ARTICLE XXVIII
Substituting
(Page 14)

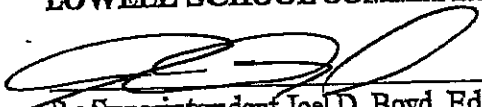
Add the following new paragraphs 3 and 4

In cases where a paraprofessional becomes a long-term substitute teacher (LTS) for a period of more than 15 school days school, and has assumed teaching duties in their entirety, including but not limited to preparation of curriculum, instruction, grading and parent conferences, the paraprofessional shall be compensated at a rate at least equivalent to BA Year One on the Teacher Collective Bargaining salary grid. If the position is for a teacher on unpaid leave, or an open position, *the paraprofessional shall be placed on the appropriate step and column of the teacher salary grid but not less than the equivalent of BA Year One.*


Accrued sick leave as a paraprofessional is available in cases involving illness or FMLA leave. Time served as a LTS will not constitute a break in service as a paraprofessional and will be included in their seniority. All other provisions of the teacher contract will be in effect for the duration of the LTS assignment. When the LTS assignment ends, the paraprofessional will return to the previously held position and school.

IN WITNESS WHEREOF, all parties have set their hand and seal to this Agreement as of the dates indicated below.

LOWELL SCHOOL COMMITTEE


_____ Date: July 31, 2019
By Superintendent Joel D. Boyd, Ed.D
Duly Authorized Representative of the School Committee
Per vote of June 19, 2019

UNITED TEACHERS OF LOWELL


_____ Date: July 31, 2019
By PAUL GEORGES, President

MEMORANDUM OF AGREEMENT

This AGREEMENT (hereinafter "the Agreement") is being entered into by and between the Lowell School Committee (hereinafter, "the School Committee") and the United Teachers of Lowell (hereinafter, "Union").

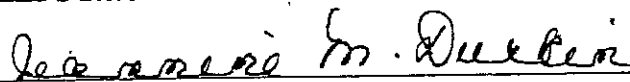
WHEREAS, the Union and the School Committee are parties to the Collective Bargaining Agreement (hereinafter, "the Contract");

WHEREAS, the School Committee and the Union have negotiated in good faith over job descriptions for paraprofessionals, senior custodians, and junior custodians.


NOW THEREFORE, the School Committee and the Union hereby agree to adopt said job descriptions.

IN WITNESS WHEREOF, all parties have set their hand and seal to this Agreement as of the dates indicated below.

LOWELL SCHOOL COMMITTEE


By Acting Superintendent Jeannine M. Durkin
Duly Authorized Representative of the School Committee
Per vote of the Lowell School Committee on 6/7/2018

UNITED TEACHERS OF LOWELL


By PAUL GEORGES, President

Date: 8/21/2018

Paraprofessional Job Description

This job description does not include all the duties which paraprofessionals perform.

1. All lessons/materials will be planned, prepared, and provided by a teacher and/or administrator. The paraprofessional will provide instructional support services within the school under the direct supervision of a teacher and/or administrator, which may include preparing paperwork and/or copies for use in the classroom and/or to be sent home with the children.
2. Paraprofessionals help students individually or in small groups to reinforce learning of materials or skills initially introduced by the teacher. They guide/monitor independent study, enrichment/remedial work as organized and assigned by the teacher.
3. Paraprofessionals will assist the teacher with classroom management/behavior issues.
4. Paraprofessionals will alert the teacher to any problem or pertinent information regarding an individual student.
5. Paraprofessionals will assist the teacher with large group activities such as daily skill practice, reading aloud, storytelling, listening to students read and participate in other forms of communications in each subject area.
6. Paraprofessionals will assist in supervising students during the daily schedule of the school day (e.g., transition to/from and between classes/activities/assemblies/emergency drills/trips, bathroom escorts, lunchtime/recess, breakfast, arrival/dismissal) as assigned by the principal or other building administrator.
7. Paraprofessionals may help with paperwork management, such as homework, keeping track of required school forms and the preparation of classroom materials.
8. Paraprofessionals will supervise lunch and the clearing of tables by students in the lunch room and assist students with their meals when necessary at the discretion of the Building Supervisor or Principal. Paraprofessionals will also support students when a student is physically unable to clear the tables because of the child's age or disability. Additionally, paraprofessionals will assist in responding to safety concerns in the cafeteria.
9. As part of a duty period, a paraprofessional may be assigned to cover the lunch period of a school clerk.

Additional responsibilities specific to Health Paraprofessional:

10. Health/Lifeskills Paraprofessionals will also assist in toileting. This may include changing diapers, lifting a child on or off the toilet, and emptying potty chair containers.
11. Health/Lifeskills Paraprofessionals will also assist the classroom teacher in getting students into and out of the buildings and classrooms. This may include assisting with lifting and carrying of students, except for up and down stairs.