

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

\*These percentage increases above shall apply to coaches and advisors starting with the July 1, 2021 increase.

Effective June 30, 2021, increase in voluntary rate of pay to \$40/hour.

Effective July 1, 2021, move figures on golf coach salary grid to equal the figures on the tennis coach salary grid.

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.

The parties shall create a negotiation subcommittee on an Excellence in Urban Education Certificate. The subcommittee will make any recommendations by May 1, 2022.

**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.

Signed in the City of Lowell on this 20<sup>th</sup> day of October 2021.

LOWELL SCHOOL COMMITTEE

UNITED TEACHERS OF LOWELL

Eric

Paddy

Theresa

Mary Ann Dixon

Margaret Doherty

Susan Ivanni

Dominick Ray

Karen Walton

[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") only for the 2021-2022 school year in order to adjust advisor positions in order to best accommodate student interest in clubs only for the 2021-2022 school year.

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

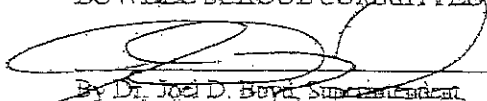
WHEREAS, the parties, given student interest, agree to continue to offer the following Advisor positions for the 2021-2022 school year: "Outdoor Adventure (+assistant)," "School Community TV Production," "Wellness Club," "Tenacity Challenge," "Band (Spring)," and "Future Teachers of America." Additionally, the parties agree to continue to not offer the following clubs although recognized by the contract "Asian Pacific American Youth" and "Women's Club." Additionally, the parties agree to set compensation for "Choral Director" at \$3,500.00.

NOW THEREFORE, the School Committee and the Union hereby agree to the elimination of the above referenced positions just for the 2021-2022 school year and to instead provide the following Advisor positions with the below listed compensation just for the 2021-2022 school year (after which the adjustments will be eliminated/restored and revert back to the contracted positions prior to the creation of this agreement unless otherwise negotiated by the parties):

Outdoor Adventure	\$ 3,777.00
School Community TV Production	\$ 5,260.00
Wellness Club	\$ 2,500.00
Tenacity Challenge	\$ 1,500.00
Band (Spring)	\$ 3,500.00
Future Teachers of America	\$ 2,500.00
Outdoor Adventure Assistant	\$ 2,000.00
Choral Director	\$ 3,500.00
Unified Basketball	\$ 1,500.00
	\$26,037.00

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

LOWELL SCHOOL COMMITTEE



Date: September 14, 2021

By Dr. Joel D. Boyd, Superintendent,  
Duly Authorized Representative of the School Committee  
per 9/15/21 vote of School Committee

UNITED TEACHERS OF LOWELL



Date: September 14, 2021

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 School Committee and the Union are parties to the Collective Bargaining Agreement which is in effect until June 30, 2020, and the Parties wish to make the following negotiated amendments to said Agreement:

a. Article 28, section 1 (Teachers):

replaced with the following:

(Teachers)

1. When a teacher vacancy occurs principals inform the Lowell Public Schools' Personnel Office of open teacher 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 teachers 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 Teaching Vacancies shall be posted on February 1. This Compendium shall list all vacancies for the following school year, which have been declared and/or created between July 8 and the last calendar day in January. Subsequent compendia will be posted on April 15, June 1, and July 8. A compendium of teaching vacancies may be posted on December 1 for all "hard to fill" positions provided that a definition for "hard to fill" is mutually agreed to by the union and Superintendent.

3. When a transfer is to be made a teacher's background, certification, quality of teaching performance, skills required by the job and length of service in the Lowell Public Schools shall be considered.

4. All teachers 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 in 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.

- b. Life Insurance: the provision which contemplated increasing life insurance from \$2,000 to \$20,000 shall be struck, recognizing that optional increases in life insurance options are available through the Union and through the City system.

c. SLP/OT/PT:

Effective July 1, 2019, minimum qualifications, which includes an ASHA, AOTA or APTA accredited program leading to state board certification as a licensed physical therapist, occupational therapist, or speech language pathologist, will satisfy placement on the Masters +30 column, if one was hired prior to July 1, 2018. For employees hired after July 1, 2018, minimum qualifications, which includes an ASHA, AOTA or APTA certified Masters program, will satisfy placement on the Masters +30 column (unless an employee has a case or doctorate, which would place them on that column). Any credits earned beyond minimum degree required (beyond a Masters degree) would count towards additional credits and would move the employee to a higher column.

Additionally, SLP/OT/PT will not be assigned any duties so they can remain focused on their regular workload requirements and other billing requirements. SLP/OT/PT will also be reimbursed for one State Board Certification (not to exceed \$250.00) which is needed to remain qualified to submit for reimbursements.

- d. The salary grid at Exhibit A shall be adopted for Certified Occupational Therapy Assistants, Sign Language Interpreter Assistants and Speech Language Pathology Assistants.

e. Graduate Course Teaching Stipends:

For each three credit graduate level course taught for the New Teacher Academy/Lowell Program for the City of Lowell School District, teachers shall be paid a stipend of \$3,900.00 if he or she has been awarded a doctorate degree prior to the start of the course, or \$2,900.00 if he or she has not been awarded a doctorate degree prior to the start date of the course. If a course is co-taught with another individual, teacher will receive .5 of what he or she would have received if teacher had taught the class alone.

Effective July 1, 2019

Certified Occupational Therapy Assistants, Sign Language Interpreter Assistants and  
Speech Language Pathology Assistants.

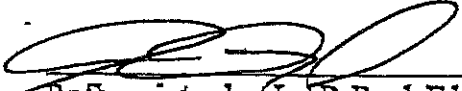
	Certificate at Interpreter, Therapists, or Pathologist	Cert + 30 for Interpreter, Therapists, or Pathologist Degree	Bachelors	
1	30,500	33,500	41,000	
2	31,000	34,000	42,000	
3	31,500	34,500	43,000	
4	32,000	35,000	44,000	
5	32,500	35,500	45,000	
6	33,000	36,000	46,000	
7	33,500	36,500	47,000	
8	34,000	37,000	48,000	
9	34,500	37,500	49,000	
10	35,000	38,000	50,000	
11	35,500	38,500	51,000	
12	36,000	39,000	52,000	
13	36,500	39,500	53,000	
14	37,000	40,000	54,000	
15	37,500	40,500	55,000	
16	38,000	41,000	56,000	

Days worked shall be 182 days.

---

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**

  
By PAUL GEORGE, President

Date: July 31, 2019

**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") only for the 2019-2020 school year in order to adjust advisor positions in order to best accommodate student interest in clubs only for the 2019-2020 school year.

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

**WHEREAS**, the parties, given student interest, wish to add the following positions just for the 2019-2020 school year with the below listed compensation just for the 2019-2020 school year (after which the adjustments will be eliminated unless otherwise negotiated by the parties):

Advisor- Unified Basketball	\$1,000.00
Advisor- SAVE (Students Against Violence Everywhere)	\$1,500.00

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

**LOWELL SCHOOL COMMITTEE**



Date: November 21, 2019

By Dr. Joel D. Boyd, Superintendent,  
Duly Authorized Representative of the School Committee  
per 11/20/19 vote of School Committee

**UNITED TEACHERS OF LOWELL**



By PAUL GEORGES, President

Date: November 21, 2019



**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 School Committee and the Union are parties to the Collective Bargaining Agreement which is in effect until June 30, 2020, and the Parties wish to make the following negotiated amendment:

WHEREAS, the Principal of the McAvinnue Elementary school has decided that the best way to use additional monies allocated to the school for the 2019/2020 school year is to hire a .6 ESL Teacher.

WHEREAS, UTL and the School Committee engaged in negotiations and discussions about this part-time position.

NOW, THEREFORE, the UTL and the School Committee agree to the following terms and conditions pertaining to this .6 teaching position:

1. This position shall be afforded health insurance benefits and the employee may apply for benefits with the City of Lowell. Any policies and delays in insurance after the employee's start date, pursuant to City policies and procedures, shall be complied with;
2. Sick leave and personal days shall be pro-rated from the start date of employment;
3. This position shall be a "long-term substitute" and the employee will not have any priority for this position or another position in FY20.
4. This position will only exist until the end of the 2019/2020 school year.
5. This Agreement is without precedent or prejudice.

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

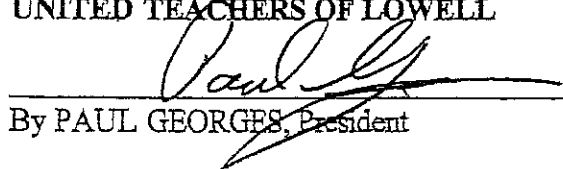
**LOWELL SCHOOL COMMITTEE**



Date: November 21, 2019

By Superintendent Joel D. Boyd, Ed.D  
Duly Authorized Representative of the School Committee  
Per vote of 11/21/19

**UNITED TEACHERS OF LOWELL**



Date: November 21, 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") in order to increase the salary schedule for the golf "Head Coach" on a temporary basis just for the 2019-2020 school year so that it is the same as the salary schedule for the Tennis "Head Coach" position.

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

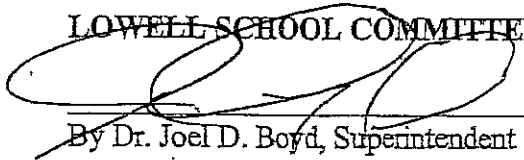
**WHEREAS**, the School Committee wishes to equalize the salary levels in the salary schedules for Head Tennis Coach and Head Golf Coach;

**WHEREAS**, the Union wishes to bargain about the salary schedules for all coaches and advisors, including the Head Tennis Coach and the Head Golf Coach, amongst other aims and goals;

**NOW THEREFORE**, the School Committee and the Union hereby agree to modify the salary grids for Head Coach Tennis and Head Coach Golf so that the salary levels in the salary grids for Head Coach Golf are increased to match those salary levels in the salary grid for Head Coach Tennis just for the 2019-2020 school year. It is agreed that this agreement is only for the 2019-2020 school year and will expire on June 30, 2020- after which the salary grid for Head Coach Golf will revert back to its previous level in the Collective Bargaining Agreement, unless otherwise negotiated by the parties.

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

**LOWELL SCHOOL COMMITTEE**

  
\_\_\_\_\_  
By Dr. Joel D. Boyd, Superintendent  
Duly Authorized Representative of the School Committee

Date: October 16, 2019

**UNITED TEACHERS OF LOWELL**

  
\_\_\_\_\_  
By PAUL GEORGES, President

Date: October 21, 2019

**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") only for the 2019-2020 school year in order to adjust advisor positions in order to best accommodate student interest in clubs only for the 2019-2020 school year.

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

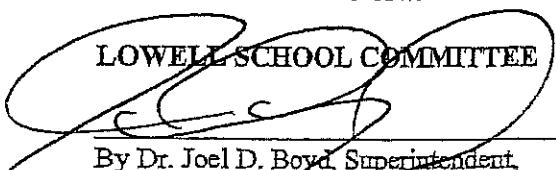
WHEREAS, the parties, given student interest, agree to continue to offer the following Advisor positions for the 2019-2020 school year: "Robotics," "Outdoor Adventure (+assistant)," "School Community TV Production," "Wellness Club," "Tenacity Challenge," "Band (Spring)," and "Future Teachers of America." Additionally, the parties agree to continue to not offer the following clubs although recognized by the contract: "Asian Pacific American Youth" and "Women's Club." Additionally, the parties agree to set compensation for "Choral Director" at \$3500.00.

NOW THEREFORE, the School Committee and the Union hereby agree to the elimination of the above referenced positions just for the 2019-2020 school year and to instead provide the following Advisor positions with the below listed compensation just for the 2019-2020 school year (after which the adjustments will be eliminated/restored and revert back to the contracted positions prior to the execution of this agreement unless otherwise negotiated by the parties):

Robotics:	\$ 3,777.00
Outdoor Adventure:	\$ 3,777.00
School Community TV Production:	\$ 5,260.00
Wellness Club:	\$ 2,500.00
Tenacity Challenge	\$ 1,500.00
Band (Spring)	\$ 3,500.00
Future Teachers of America	\$ 2,500.00
Outdoor Adventure Assistant	\$ 2,000.00
Choral Director	\$3,500.00
	\$28,314.00

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

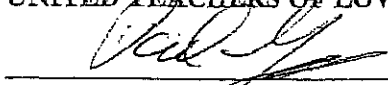
**LOWELL SCHOOL COMMITTEE**



By Dr. Joel D. Boyd, Superintendent,  
Duly Authorized Representative of the School Committee  
per 10/16/19 vote of School Committee

Date: October 16, 2019

**UNITED TEACHERS OF LOWELL**



By PATTI. GEORGES, President

Date: October 16, 2019

## 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 is in effect until June 30, 2020 (hereinafter, "the Contract"); and the Parties wish to agree to the following:

WHEREAS, the Contract states "In year two of the contract, increase life insurance from \$2000 to \$20,000."

WHEREAS, the School Committee has noted that it cannot comply with the language because of the laws of the Commonwealth;

WHEREAS, Union contends that this language was agreed to in exchange for other considerations, as a benefit of employment, and that the School Committee can offer this insurance increase.

WHEREAS, the parties agree to the following:

1. The parties agree to amend the language to "July 1, 2019" from July 1, 2018."
2. The parties reserve their rights and arguments regarding the legality and meaning of this language.

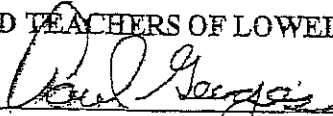
IN WITNESS WHEREOF, all parties have set their hand and seal to this Agreement as of the dates indicated below.

LOWELL SCHOOL COMMITTEE



By Acting Superintendent Jeannine M. Durkin  
Duly Authorized Representative of the School Committee  
Per vote of the Lowell School Committee on 7/25/2018

UNITED TEACHERS OF LOWELL



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 a Collective Bargaining Agreement (hereinafter, "the Contract");

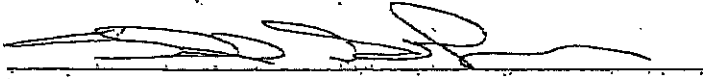
WHEREAS, the School Committee and the Union are parties to the Collective Bargaining Agreement which is in effect until June 30, 2020, and the Parties wish to make the following amendments or clarifications:

a. In regard to Article XVI, Section G, the Parties wish to clarify that the salary differential of 7% for an additional subject taught or for an additional teaching preparation is only intended for teachers teaching core subjects, such as Math, Science, History, and English, Social Studies, Foreign Languages, and Business, and not for Allied Arts, ROTC, Special Education, Reading, Culinary Arts, Instructional Technology Specialists, or other non-core or similar subject areas. In the future, if new programs are added to middle schools or high school, the Superintendent and United Teachers of Lowell President will determine if an exception to Article 16, Section 3 is warranted. Further, if any existing curriculum not mentioned above is in question as to an exemption it will be resolved jointly by the Superintendent and U.T.L. President.

b. At the discretion of the School Committee, payments for sick leave buyback for eligible employees whose retirement is effective on or before June 30, will be due and payable between July 1 and July 31. These employees shall have the option of splitting the payments, so that the second half payment is paid out between the following January 1 and January 31 in the next calendar year.

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

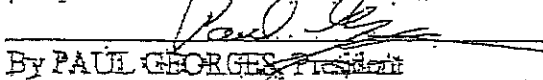
LOWELL SCHOOL COMMITTEE



Date: May 29, 2018

By Superintendent Sarah Khalil,  
Duly Authorized Representative of the School Committee

UNITED TEACHERS OF LOWELL

  
By PAUL GEORGES, President

Date: May 29, 2018

## 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") in order to clarify the intent of the parties in regard to their Collective Bargaining Agreement.

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

WHEREAS, there is a new article in the contract stating:


Teachers who agree to temporarily assume the duties and responsibilities of Unit B positions will receive their normal pro rata daily pay plus seventy-five dollars (\$75.00) per day for each day working in the position (retirement eligible). Such teachers will retain Unit A status and seniority and, upon completion of the temporary Unit B assignment, will be returned to their previous school, subject taught, and classroom.

WHEREAS, the Union wishes to clarify that the intent of this language was to compensate teachers who are cover for all school leadership positions. On rare occasions, it is acknowledged that a teacher may cover for a principal, who is not in Unit B. The parties agree that teachers who cover for principals are also included within the spirit of this provision and are entitled to \$75.00 per day for covering for principals.

NOW THEREFORE, the School Committee and the Union hereby agree to modify the Collective Bargaining Agreement so that teachers who agree to temporarily assume the duties and responsibilities of principals will also receive their normal pro rata daily pay plus seventy-five dollars per day for each day working in the position (retirement eligible). Such teachers will retain Unit A status and seniority and, upon completion of the temporary Unit B assignment, will be returned to their previous school, subject taught, and classroom.

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

LOWELL SCHOOL COMMITTEE

  
By Salah Kheifaoui, Superintendent  
Duly Authorized Representative of the School Committee

Date: December 8, 2017

UNITED TEACHERS OF LOWELL

  
By PAUL GEORGES, President

Date: December 7, 2017