

AGREEMENT
BETWEEN THE
GREATER LOWELL
PARAEDUCATOR ORGANIZATION
AND THE
GREATER LOWELL REGIONAL
SCHOOL COMMITTEE

July 1, 2024 - June 30, 2027

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PREAMBLE

This Agreement is made and entered into as of the 1ST day of July, 2024 by and between the School Committee of Greater Lowell Technical School (hereinafter referred to as the Committee) and the Greater Lowell Paraeducator Organization (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 purpose 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 Paraeducator Organization as the exclusive representative of all employs of the Committee as such employees are defined in Chapter 150E, section one, of the General Laws of the Commonwealth and listed below:

Paraeducator
Licensed Practical Nurse

All members of the unit will be referred to as "unit members."

ARTICLE II

NON-DISCRIMINATION

The Greater Lowell Technical High School does not discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, gender identity, criminal record, disability, veteran status, genetic information, pregnancy or a condition related to said pregnancy, and homelessness in the administration of its educational and employment policies, programs, practices or activities, as defined and required by state and federal law. In addition, Greater Lowell Technical High School is committed to providing a work and learning environment free from sexual harassment and prohibits retaliation against any individual for making a complaint of conduct prohibited under this Notice, or for assisting or assisting in the investigation of such a complaint.

ARTICLE III

GRIEVANCE PROCEDURE

A. **Definition:**

A grievance is defined as a claim by any unit member, group of unit members, or the Organization that there has been a misinterpretation, inequitable application or violation of any provision of this Agreement or a claim by any, unit member, group of unit members 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 unit member, group of unit members, or the Organization with any aspect of a unit member's employment or working conditions.

B. **Time Limits:**

The time limits specified in this Article shall mean school 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 the processing of any grievance at any level and to use representation of its own choosing.
- 2) The Committee through its Administration 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.
- 7) All grievance correspondence will go directly to union leadership, with a copy sent to the grievant(s).

Level One

A unit member with a grievance shall present it to his/her immediate supervisor who shall respond to said grievance in writing within ten (10) school days.

If the unit member fails to present his/her grievance to his/her immediate supervisor within thirty (30) school days after the unit member 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 ten (10) school days present it in writing to the Assistant Superintendent/Principal. Within ten (10) school 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 in writing within ten (10) school 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 ten (10) school 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 ten (10) school 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(s). The Superintendent-Director or his designee shall respond to said grievance in writing within ten (10) school 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 ten (10) school days, submit the grievance in writing to the Committee. Within ten (10) school 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) school 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) school days submit the grievance to arbitration in accordance with the then Rules of the Department of Labor Relations. The arbitrator shall render his/her decision to the parties within thirty (30) school days of the close of hearings. Briefs, if any, shall be submitted within said thirty (30) school day 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 IV

WORK YEAR AND WORKLOAD

A. **Length of Work Year**

The unit member work year shall consist of no more and no less than the number of teacher work days. The Licensed Practical Nurse may be required to work up to five (5) additional non-school days in July and/or August and shall be compensated at the per diem rate for any days so required.

B. **Length of Work Day**

Electronic Access Control (FOB) System: Each teacher shall be required to swipe their “fob” against the electronic access card reader located at main entry point to the school building upon entering and exiting the school building at all times. The reader records their time in the system. In order to prevent unauthorized individuals from access in the buildings, an employee will immediately report any lost or stolen fob to their supervisor. A fob assigned to an individual shall be used solely by the individual it is assigned to. At the time of separation from service, the fob will be returned to the district.

The unit member workday shall begin no more than ten (10) minutes before the scheduled day for students and shall extend for no more than five (5) minutes after the scheduled day for students except for emergencies which affect the health and safety of the students.

C. **Duty-Free Lunch / Break Allowance**

Each unit member shall have a duty-free lunch period of not less than twenty-two (22) consecutive minutes each day. Every effort will be made to schedule this lunch period to begin no earlier than 10:43 a.m. and end no later than 1:15 p.m.

No academic unit member shall be assigned to a schedule which contains more than four (4) hours continuous time on duty on any day. Unit members shall be entitled to a fifteen (15) minute duty free break each day as scheduled by their supervisor.

Unit members shall be guaranteed their break time (if they are assigned more than four (4) hours of continuous time on duty on any day) and lunch time daily except for emergencies that affect the health and safety of the school community.

D. **Class Size**

State Department of Education recommends 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.

E. **Meetings**

A unit member may be required to remain after school for not more than one (1) staff and/or planning meeting per month, of not more than one (1) hour each. These meetings shall begin immediately after student dismissal. Departments will designate meeting dates at the beginning of the school year, and revise as needed. A unit member shall be notified no less than three (3) workdays, except in an emergency situation, in advance of any professional staff meeting change.

F. **Open House**

A unit member may be required to attend one (1) Open House each year to take place on a school night, provided that there shall be no required staff meeting that month.

G. **Early Dismissal**

Release days may take place during the school year. They will be at such a time when students will be dismissed early. Unit members will stay the normal workday as opposed to the contractual agreement of leaving five (5) minutes after the students and these release days can be in the form of committee meetings, departmental meetings and presentations by administration or guest speakers.

H. No unit member will be required to drive pupils to activities which take place away from the school building.

I. **X2 Access**

Unit members shall have read only access to X2 for their regular assigned classes for purposes of reading students' IEPs, 504s, conduct referrals, and inputting attendance.

J. **Covering Classes/Substituting/Translation Services**

Unit members will be paid at the rate of twelve dollars and fifty cents (\$12.50) per forty-four (44) minute class assigned to cover, not to exceed ninety dollars (\$90.00) per day, in addition to the unit member's regular per diem pay for each day a unit member substitutes.

Unit members will be paid at the rate of fifteen dollars (\$15.00) per hour for translation services, in addition to the unit member's regular per diem pay for services assigned during the school day.

K. **Letter of Reassurance**

Members of the unit will be notified of employment for the subsequent school year no later than the last day of the school year.

L. **Storage of Personal Belongings**

A unit member will have a safe and secure place to store his/her belongings while in the school.

ARTICLE V

LEAVES OF ABSENCE WITH PAY

A. Sick Leave

1. A unit member shall be entitled to fifteen (15) days sick leave per year as of the first school day of said school year. Unused sick leave shall accumulate from year to year without limitation.
2. If a unit member is out on sick leave for five (5) or more consecutive workdays the Superintendent-Director may require a medical note documenting the illness and/or the unit member's fitness to return to work.
3. If a unit member is out on sick leave for ten (10) or more consecutive school days the Superintendent-Director may require the unit member to be examined by a medical doctor, with the appropriate expertise to evaluate the illness or injury, chosen by the employer at the District's expense.
4. If the District's doctor disagrees with the unit member's doctor with regards to the unit member's ability to return to work, the unit member and/or his/her representative will meet with the Superintendent-Director in an attempt to resolve the dispute. If the dispute cannot be resolved at this meeting, the unit member's doctor and the District's doctor will choose a third doctor covered by the unit member's health insurance plan, with the appropriate expertise to evaluate the illness or injury, to conduct an additional independent examination with any cost to be shared equally by the District and the unit member and whose decision shall be final.

B. Sick Leave Bank

Unit members are eligible to join the non-teacher Sick Leave Bank.

C. Childbearing Leave / Adoption Leave / Parental Leave

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

A spouse or partner, regardless of gender, is entitled to a paid parental leave of up to twelve (12) 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.

A unit member who bears a child/children or adopts a child/children is entitled to a paid leave of up to twelve (12) weeks, and, in the case of adoption, beginning on the day of adoption or, in the case of an adoption requiring travel for adoption purposes, beginning on the date of travel. Days shall be deducted from accumulated sick leave.

Special consideration will be given by the Superintendent-Director if circumstances require an absence by the spouse/partner, regardless of gender, prior to the birth of the child or by an adoptive parent prior to the adoption.

D. **Funeral Leave**

A unit member will be granted up to three (3) days at any one (1) time in the event of death requiring attention by the unit member of his/her 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, niece, nephew or other member of the immediate household. In extenuating circumstances, the Superintendent-Director may grant other or longer funeral leaves, including celebration of life events.

E. **Personal Leave**

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

At the end of each school year, unused personal days may be converted by the unit member into accumulated sick leave or may be redeemed for fifty dollars (\$50.00) per unused day. Notification will be given to the business manager by June 1 of each year as to which option the unit member will choose.

F. **Leave for Military Use**

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

G. **Professional Leave**

A unit member may be granted at least one (1) day per year for the purpose of visiting other school systems, attending conventions and/or meetings or for other educational purposes. Other days may be granted with the Superintendent-Director's approval but shall not be unreasonably withheld.

H. **Jury Duty**

A unit member who is absent because of jury duty will receive a leave of absence with pay for the duration of such duty. Such payment when combined with jury duty pay shall not exceed his/her regular pay.

I. Unit members will be granted all holidays that fall within their 10-month yearly work schedule.

- | | |
|---|------------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veterans' Day |
| President's Day | Half-day before Thanksgiving |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Good Friday / Floating Holiday (request approval at least 24 hours prior) | |
| Juneteenth Day | Half-day before Christmas |
| Labor Day | Christmas Day |

ARTICLE VI

LEAVES OF ABSENCE WITHOUT PAY

A. Childrearing Leave

A unit member will be granted a leave of absence without pay for up to one (1) school year for purposes of childrearing. A unit member on childrearing leave will return on the first day of school unless the Superintendent-Director has agreed to another arrangement. This provision shall apply to both natural and adoptive parents.

B. Military Leave/ Social Service Leaves

A unit member employed by the Greater Lowell Regional School District who is on leave to serve in the military Services or the Mass. Teachers Corps. as an exchange educator or in the Peace Corps, Job Corps, or Vista will upon separation from such service under honorable conditions be allowed upon their return to the Greater Lowell School System full credit on the salary schedule for such service up to a maximum of three years. Upon such return s/he will be offered a position as reasonably comparable to the one occupied at the beginning of aforesaid leave as is available.

C. Unspecified Leaves of Absence

Other leaves of absence without pay may be granted by the Superintendent-Director.

D. Leave Protocols

All request for leaves, extensions, or renewals of leave 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 ninety (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 questions will be responded to in writing before the effective date of the request.

ARTICLE VII

ASSIGNMENTS AND TRANSFERS

- A. A unit member who desires a change in the nature of his/her assignment may request a transfer to a different assignment and/or subject area. All such requests will be acknowledged in writing.

ARTICLE VIII

VACANCIES

- A. The Superintendent-Director shall have notices of all vacancies posted in the Teachers' Resource Center. Email notices for vacancies and promotions will be forwarded to the Union President for distribution to members.
- B. Such notices shall include a job description, statement of minimum qualifications and the date by which candidates must apply.
- C. Temporary appointments shall not extend beyond one hundred and twenty (120) calendar days.
- D. All positions shall be filled on the basis of experience, competency, qualifications of the applicant, and length of service in the school system.

ARTICLE IX

PROTECTION AND INDEMNIFICATION

- A. The Committee shall provide indemnification whenever any unit member shall become eligible therefore under the provisions of MGL Chapter 258. Unit member injured on the job shall not lose any sick time.
- B. Members of the unit shall be covered by Worker's Compensation pursuant to Massachusetts General Laws, Chapter 152.

ARTICLE X

EVALUATION

- A. Evaluation and observation of personnel shall be the responsibility of the administration. The prime purpose of evaluation is to assess performance and thereby improve quality of service provided to the Greater Lowell Technical School District. Therefore, all observations and evaluations of personnel and/or those holding positions covered by the Agreement will be conducted openly and with the knowledge of the unit member being evaluated.
- B. The parties to this Agreement recognize that in the interest of better work performance, those with responsibility for observing/evaluating unit members have a continuing responsibility to provide unit members with suggestions for improvement in order that the unit member be able to address areas of concern in his/her performance.
- C. If there were a reason to change the Evaluator, the name of the Evaluator shall be made known in writing to each unit member no later than September 30 of each school year, unless an unforeseen change (i.e. retirement, etc.) occurs.
- D. The unit member will acknowledge having had the opportunity to review any such evaluation or observation document by affixing his/her signature. Such signature does not indicate agreement with the contents thereof. A unit member shall be allowed to submit a written response to said evaluation.
- E. The unit member shall be formally observed for a total of at least twenty (20) but not more than forty (40) minutes at least once but not more than four (4) times per year between October 1st and May 1st. The formal observation(s) will be documented using the Observation Form in Appendix B and shared with the unit member within fourteen (14) calendar days of the observation.
- F. The unit member may be informally observed at any time during the school year. Any negative informal observations will be documented using the Observation Form in Appendix B and shared with the unit member within fourteen (14) calendar days of the observation.
- G. A summative evaluation shall be completed prior to the last workday of each school year using the form in Appendix B. The summative evaluation will be based on the observations that took place during the school year. A rating of NI (Needs Improvement) or U (Unsatisfactory) will be based on information documented in the observation form(s).
- H. The Evaluator will confer with any unit member whose overall service has been rated *Unsatisfactory* with respect to any criterion in order to develop an Improvement Plan that shall be approved by the Superintendent.

This Improvement Plan must contain specific, observable, measurable behaviors, which the unit member shall demonstrate in order to meet the performance standards in the area(s) of concern identified by an overall rating of (U) *Unsatisfactory* on the formal evaluation report.

The Improvement Plan shall also specify the number, frequency, and duration of formal and informal observations.

The School shall pay reasonable expenses, exclusive of the monies provided by ARTICLE XII (Professional Development) associated with tuition, coursework, conferences, workshops, materials, outside mentors and the like necessary for the implementation of an approved Improvement Plan. The plan may be for a duration of not less than sixty (60) workdays and not more than a full school year.

If at the end of the Improvement Plan the unit member has not sufficiently improved in the previously identified area(s) of concern, the Improvement Plan will be reviewed by the Superintendent, the Evaluator, the Union President and the unit member and appropriate amendments will be made subject to the approval of the Superintendent or alternatively, the Superintendent may reassign the unit member to a vacant or new position or terminate the unit member. A unit member who is reassigned will continue to be on an Improvement Plan. At the conclusion of the Improvement Plan as extended, any unit member who fails to improve his/her performance in previously identified area(s) of concern, as indicated by an (E) "Exemplary" or a (P) "Proficient" rating on the summative evaluation report(s) completed after the Improvement Plan has been implemented, may have his/her employment status reviewed by the Superintendent.

The Superintendent will determine through this review process whether there was a failure on the part of the unit member to satisfy the unit member performance standards, in which case employment may be terminated. Any personnel action taken under the authority of this paragraph will be subject to the provisions of this Agreement. Any discipline under this provision will be subject to the grievance procedure concerning just cause for discipline in accordance with Article XXI.

- I. All unit members will receive a written copy of their observations and evaluation. Copies of each will be placed in the unit member's personnel file.

ARTICLE XI

PERSONNEL RECORDS

- A. Unit members 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 unit member may have a representative of the Organization accompany him/her during such a review. There shall be only one official record that is maintained by the Committee or its designee.
- B. Unit members may review their records in the Administrative Office and shall not take their records from that office.
- C. No material dealing with a unit member's conduct, service, character, or personality will be placed in his/her personal file unless the unit member has had an opportunity to review such material. Only after affixing his/her signature to the copy to be filed will the unit member 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 unit member made to any member of the administration by any member of the administration, by any parent, student or other person will be called to the attention of the unit member before any action is taken.
- E. At the time of severance from the school system, a unit member 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/she concurs, they will be destroyed.
- F. The Superintendent-Director shall ensure that all records relating to unit members are accurate beyond reasonable doubt.

ARTICLE XII

PROFESSIONAL DEVELOPMENT

A. Workshops/Seminars/Conferences/Professional Improvement Sessions

The committee agrees to pay reasonable expenses (including meals, lodging, and/or transportation and fees), incurred by the unit members who attend workshops, seminars, conferences, or other professional improvement sessions with the approval of the Superintendent.

B. Tuition Reimbursement

1. Ten thousand dollars (\$10,000) exclusive of monies expended under Section A. above will be available to the unit members as a group each year of the Contract for coursework, including books and other materials required by the course.
2. A unit member shall be eligible for up to seven hundred and fifty dollars (\$750) per course. If there are monies left after unit members receive reimbursement for a first course, unit members who were approved for more than one (1) course may apply for additional reimbursement monies. Any remainder tuition reimbursement monies shall be divided between/among those unit members equally up to a maximum of seven hundred and fifty dollars (\$750) per course.
3. The "Course Reimbursement and/or Salary Column Advancement Approval Form" shall be submitted at least twenty (20) business days prior to the course start date and shall be processed and returned to the unit member no later than ten (10) business days after receipt; denials will be returned with a written explanation. (See Appendix D)
4. Upon successful completion of an approved course with the minimum grade of "C", the unit member shall submit an official transcript and proof of payment to the Superintendent-Director's office. Every effort will be made to process the course reimbursement within sixty (60) calendar days.
5. Whenever a unit member achieves the number of credits associated with a change on the salary schedule, the unit member shall file a letter of intent with the Superintendent-Director's office prior to the beginning of the school year notifying the administration of the anticipated change. Changes on the salary schedule will take place in October and March upon the receipt of an official transcript a minimum of thirty (30) days in advance of the pay date for the months of October and March.
6. For the purpose of course reimbursement and salary column advancement, coursework must be approved in advance by the unit member's immediate supervisor, Professional Development Coordinator, Assistant Superintendent/Principal, and Superintendent-Director. In addition, the course must be for undergraduate or graduate level credits from an accredited college or university and meet one (1) of the following criteria:

- a. An identified component of the School Improvement Plan.
 - b. A requirement of a matriculated educational degree program related to the unit member's assigned subject.
 - c. Other courses designed to improve instructional practice.
7. The "Professional Improvement Approval and/or Reimbursement Form" shall be submitted at least fifteen (15) business days prior to the activity start date and shall be processed and returned to the unit member no later than ten (10) business days after receipt except when School Committee approval is required by district policy. (See Appendix D-2)
 8. Upon successful completion of an approved activity, the unit member shall submit proof of attendance/participation to the office of the Superintendent-Director. If approved for reimbursement, proof of payment must also be submitted and every effort will be made to process the reimbursement within sixty (60) calendar days of receipt of both documents.

ARTICLE XIII

PDP: PROFESSIONAL DEVELOPMENT POINTS

In recognition of the fact that some unit members are certified teachers, such Paraeducators shall be eligible to participate in Greater Lowell training programs and earn professional development points to meet recertification requirements.

ARTICLE XIV

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 of all unit members (unless a unit member has specifically requested that his/her telephone number not be released) 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 (5) 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 Superintendent-Director authorizes the use of inter-school mail to distribute Organization material. The Organization's headquarters will be considered as a regular inter-school mail stop.
- G. The Committee agrees to allow Union officers and stewards reasonable time off during work hours to process and proceed with grievances and other union business with the administration. Such time shall be at the approval of the Superintendent/Director or his/her designee.
- H. The Committee agrees to allow representatives of the Greater Lowell Paraeducator Personnel/MTA to enter the school premises during the workday to confer with unit members as long as care is used not to disrupt the work schedule at the approval of the Superintendent/Director or his/her designee.

ARTICLE XV

PAYROLL DEDUCTION

- A. The Committee agrees to deduct from the salaries of unit members 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 unit members' monies for tax sheltered annuities as provided for under the General Laws of the Commonwealth.

ARTICLE XVI

INSURANCE

Group Insurance Benefits

The Committee agrees to pay seventy-five percent (75%) 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 aforementioned statute(s).

Dental Insurance

The Committee agrees to pay seventy-five percent (75%) 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.

C. **Life Insurance**

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

D. **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.

E. **Pre-tax Payments**

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.

F. **Flexible Spending Account**

The District shall offer a Flexible Spending Account (FSA) through a Cafeteria Plan, as allowed by state and federal laws and regulations for eligible medical and/or dependent care expenses, to Members through a third-party provider at no monetary cost to the District.

The District shall select the vendor, determine plan administration details, and provide automatic payroll deduction services. The District maintains the option to change vendors.

Any and all direct or indirect costs and fees associated with the offering of a Flexible Spending Account (FSA), including the annual administration fees, will be the responsibility of the District.

ARTICLE XVII

LAYOFF AND RECALL

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

A. **Notification of layoffs**

1. Prior to notification of layoff to bargaining unit members, there shall occur consultation between the Organization and the Superintendent-Director or his/her designee with the goal of resolving potential disputes concerning the order of layoffs. Such consultation shall be without prejudice to either the Committee or the Organization.
2. Unit members to be laid off shall be notified prior to the end of the school year.

B. **Definitions**

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

Seniority shall be defined as the length of unbroken continuous service at the Greater Lowell Technical School in a position covered by this contract. The seniority list will be prepared by the Administrators and will be given to the Association by November 1 of each school year. If the list changes during the year, the Association will be notified in writing of the changes.

Maternity leave and leave granted for a life-threatening illness shall count as unbroken continuous service.

C. **Order of Layoff**

1. All opportunities for voluntary transfers shall be exhausted and all request for voluntary layoff shall be honored with the goal of avoiding the involuntary layoff of any unit member.
2. Layoffs shall be in inverse seniority by departments in the bargaining unit beginning at the date of hire.
3. A tie shall be resolved at the discretion of the Superintendent-Director giving consideration to the Paraeducators unit members' quality of performance, qualifications, and need of the school district.

D. **Rights of Paraeducators on Layoff**

1. A unit member who is laid off shall be completely severed from the district, except that to the extent allowed by law, **subject to full reimbursement by the** unit member to the School District will continue to provide the same Blue Cross/Blue Shield or HMO Insurance and Life Insurance up to an eighteen (18) month period.

Any laid off unit member shall be on recall for a period of twenty-seven (27) months from the last day of work.

2. A unit member will be recalled in the reverse order of layoff.

A unit member who does not notify the School District within thirty (30) days after recall notice shall be determined to have declined recall.

Any unit member who declines recall twice shall have waived any other recall rights.

Any unit member recalled to active service shall have restored to him/her all previously accumulated sick leave and longevity benefits. A recalled unit member shall be placed on the salary schedule at the step numerically above that which he/she was in at the time of layoff.

3. During the recall period, a laid off unit member shall have preference for substitute assignments in reverse order of layoff.

ARTICLE XVIII

LONGEVITY

- A. Unit members shall receive as compensation the following remuneration for service in the Greater Lowell Technical High School:

\$ 700.00 total longevity – 16th through 19th years of service

\$1400.00 total longevity – 20th through 24th years of service

\$2000.00 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, a unit member who has served in the Greater Lowell Technical High School for a minimum of fifteen (15) years and who has attained age fifty-five (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 his/her resignation or retirement:

Resignation 20%

Retirement 20%

ARTICLE XIX

JUST CAUSE

No unit member who has completed his/her twelve (12) month probationary period will be disciplined, reprimanded, reduced in rank or compensation, not reappointed or deprived of any professional advantage without just cause.

ARTICLE XX

PROBATIONARY PERIOD

- A. All unit members in the bargaining unit described in Article I of this Agreement shall be on a probationary period for twelve (12) consecutive months following his/her initial appointment by the Greater Lowell Technical School District.
- B. A probationary unit member may be demoted, suspended, or discharged as exclusively determined by the Superintendent-Director and no such discharge of a probationary unit member may be made the subject matter of the grievance or arbitration process of this Agreement by either the unit member or affected unit members or by the GLPO.

ARTICLE XXI

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 the 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. No precedent or past practice shall be established before April 29, 1999 by either party.
- C. If any provision of this Agreement or any application of the Agreement to any unit member or group of unit members shall be found 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 XXII

DURATION

This Agreement shall continue in force and effect from July 1, 2024 to June 30, 2027, unless sooner terminated or extended by agreement of all the parties hereto, or unless sooner terminated by operation of law or decree of judgment of any governmental authority having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this _____
Day of _____, 2024.

GREATER LOWELL REGIONAL
SCHOOL COMMITTEE

GREATER LOWELL REGIONAL
PARAEDUCATORS ORGANIZATION

APPENDIX A

SALARY SCHEDULES

July 1, 2024 – June 30, 2025	4%
July 1, 2025 – June 30, 2026	4%
July 1, 2026 – June 30, 2027	4%

Beginning July 1, 2021, all newly hired unit members will receive a \$500 hiring bonus.

July 1, 2024 - June 30, 2025							
Column	1	2	3	4	5	6	7
Step	Base	Base + 30	Assoc/HQ	Assoc + 15	Assoc + 30	Assoc + 45	BA/BS
1	\$ 28,668	\$ 29,242	\$ 34,981	\$ 36,053	\$ 37,122	\$ 38,188	\$ 39,255
2	\$ 29,808	\$ 30,404	\$ 36,857	\$ 37,923	\$ 38,990	\$ 40,059	\$ 41,127
3	\$ 30,997	\$ 31,613	\$ 38,720	\$ 39,790	\$ 40,861	\$ 41,929	\$ 42,999
4	\$ 32,230	\$ 32,872	\$ 41,056	\$ 42,168	\$ 43,280	\$ 44,428	\$ 45,576
5	\$ 37,680	\$ 38,365	\$ 46,352	\$ 47,490	\$ 48,631	\$ 49,787	\$ 50,948

July 1, 2025 - June 30, 2026							
Column	1	2	3	4	5	6	7
Step	Base	Base + 30	Assoc/HQ	Assoc + 15	Assoc + 30	Assoc + 45	BA/BS
1	\$ 29,815	\$ 30,412	\$ 36,380	\$ 37,495	\$ 38,607	\$ 39,716	\$ 40,825
2	\$ 31,000	\$ 31,620	\$ 38,331	\$ 39,440	\$ 40,550	\$ 41,661	\$ 42,772
3	\$ 32,237	\$ 32,878	\$ 40,269	\$ 41,382	\$ 42,495	\$ 43,606	\$ 44,719
4	\$ 33,519	\$ 34,187	\$ 42,698	\$ 43,855	\$ 45,011	\$ 46,205	\$ 47,399
5	\$ 39,707	\$ 40,420	\$ 48,726	\$ 49,910	\$ 51,096	\$ 52,298	\$ 53,506

July 1, 2026 - June 30, 2027							
Column	1	2	3	4	5	6	7
Step	Base	Base + 30	Assoc/HQ	Assoc + 15	Assoc + 30	Assoc + 45	BA/BS
1	\$ 31,008	\$ 31,628	\$ 37,835	\$ 38,995	\$ 40,151	\$ 41,305	\$ 42,458
2	\$ 32,240	\$ 32,885	\$ 39,864	\$ 41,018	\$ 42,172	\$ 43,327	\$ 44,483
3	\$ 33,526	\$ 34,193	\$ 41,880	\$ 43,037	\$ 44,195	\$ 45,350	\$ 46,508
4	\$ 34,860	\$ 35,554	\$ 44,406	\$ 45,609	\$ 46,811	\$ 48,053	\$ 49,295
5	\$ 41,295	\$ 42,037	\$ 50,675	\$ 51,906	\$ 53,140	\$ 54,390	\$ 55,646

APPENDIX B

BELL SCHEDULE

7:35	Unit Member Arrival/FOB	
7:40	7 minutes	Homeroom
7:47 - 7:49	2 minutes	Passing
7:49 - 8:31	42 minutes	Period 1
8:31 - 8:33	2 minutes	Passing
8:33 - 9:15	42 minutes	Period 2
9:15 - 9:17	2 minutes	Passing
9:17 - 9:59	42 minutes	Period 3
9:59 - 10:01	2 minutes	Passing
10:01 - 10:43	42 minutes	Period 4
10:43 - 10:45	2 minutes	Passing
10:45 - 11:05	20 minutes	Period 5 (Lunch)
11:05 - 11:07	2 minutes	Passing
11:07 - 11:27	20 minutes	Period 6 (Lunch)
11:27 - 11:29	2 minutes	Passing
11:29 - 11:49	20 minutes	Period 7 (Lunch)
11:49 - 11:51	2 minutes	Passing
11:51 - 12:11	20 minutes	Period 8 (Lunch)
12:11 - 12:13	2 minutes	Passing
12:13 - 12:33	20 minutes	Period 9 (Lunch)
12:33 - 12:35	2 minutes	Passing
12:35 - 1:17	42 minutes	Period 10
1:17 - 1:19	2 minutes	Passing
1:19 - 2:01	42 minutes	Period 11
2:01	Student Dismissal	
2:06	Unit Member Dismissal	

APPENDIX C

EVALUATION

Descriptors for Standards:

Exemplary: This rating is given to a unit member who demonstrates a consistently thorough understanding and implementation of the standards, practices the standards continuously, and works independently without constant supervision. The unit member may be called on to collaborate with others on special projects or assignments.

Proficient: This rating is given to a unit member who demonstrates an understanding of the standards, is knowledgeable about the curriculum and implements the curriculum on a consistent basis.

Needs Improvement: This rating is given to a unit member who demonstrates an emerging understanding of the standards, demonstrates partial knowledge of the standard's elements on a regular basis and/or demonstrates knowledge on an inconsistent basis, but still needs improvement.

Unsatisfactory: This rating may be given to a unit member that does not meet expectations in one (1) or more of the four (4) areas. A Performance Improvement Plan will be developed with the intent to improve the areas of deficiency. The Performance Improvement Plan will be developed in conjunction with the unit member, Evaluator and a union representative.

Instructions:

The forms are intended to record the Evaluator's assessment of the unit member's work performance during the identified school year. The purposes of evaluation are to recognize the individual's performance and to provide feedback for improvement/improve less than satisfactory performance, enhance opportunities for professional growth and clear structures for accountability.

The Observation Form is to be used to identify commendations, concerns and recommendations leading up to the Evaluation Form that is to be completed by the Evaluator and provided to the unit member no later than June 1.

The Evaluation Form is to be completed and signed by the Evaluator and provided to the unit member no later than the last day of school. The Evaluator and the unit member are encouraged to meet during the school year about any observation completed by the Evaluator.

The unit member will meet with the Evaluator about the contents of the Evaluation Form.

The Evaluator will check the box that best reflects his/her judgment of the unit member's job performance in each area.

Any mark of Needs Improvement or Unsatisfactory **REQUIRES** 1) a written comment as part of the evaluation by the Evaluator that explains why the Evaluator perceives the action as needing a rating of Needs Improvement or Unsatisfactory and a meeting between the Evaluator and the unit member.

APPENDIX C – 1
OBSERVATION FORM

Name: _____ Work Location: _____

Evaluator: _____ Date of Observation: _____

Commendations:

Concerns, if any (*Any concerns noted during an observation must be written down and documented with specific examples.*):

Recommendations:

Unit member Signature: _____ **Date:** _____

Signature indicates receipt of this document and not agreement with its contents.

Evaluator Signature: _____ **Date:** _____

The written observation must be provided to the unit member within five (5) school days of the observation.

The original will be placed in the unit member's personnel file.

Unit members have the opportunity to respond to the contents of this observation in writing.

APPENDIX C - 2

EVALUATION FORM

Name: _____ Work Location: _____

Evaluator: _____ Date of Evaluation: _____

PERFORMANCE AREA STANDARD	LEVEL OF PERFORMANCE			
JOB PERFORMANCE & ORGANIZATION	E	P	NI	U
• Reviews IEP accommodations and modifications with appropriate professionals to ensure ongoing student success				
• Displays interest and enthusiasm at work				
• Maintains regular attendance and is punctual				
• Demonstrates ability to manage complex/varied tasks simultaneously				
• Supervises students as directed				
• Demonstrates flexibility and adjusts to change				
• Demonstrates initiative and resourcefulness				
• Uses work time productively				
Comments:				
Overall Rating				

PERORMANCE AREA STANDARD	LEVEL OF PERFORMANCE			
INSTRUCTIONAL KNOWLEDGE & SKILLS	E	P	NI	U
<ul style="list-style-type: none"> • Implements IEP/504 goals under the direction of the Special Education Teacher, classroom teacher and or specialist 				
<ul style="list-style-type: none"> • Provides support services in all environments of the school setting 				
<ul style="list-style-type: none"> • Works well with groups or individual students 				
<ul style="list-style-type: none"> • Is successful in the reinforcement of skills 				
<ul style="list-style-type: none"> • Maintains confidentiality of individual students and their families 				
<ul style="list-style-type: none"> • Attends in-service professional development activities appropriate to their position. 				
<ul style="list-style-type: none"> • Completes tasks as directed 				
<p>Comments:</p>				
<p>Overall Rating</p>				

PERFORMANCE AREA STANDARD	LEVEL OF PERFORMANCE			
INTERPERSONAL RELATIONS & COMMUNICATIONS WITH STUDENTS	E	P	NI	U
<ul style="list-style-type: none"> Establishes and maintains age- appropriate boundaries 				
<ul style="list-style-type: none"> Uses developmentally and age- appropriate language, strategies, equipment, materials, and technologies in a manner that facilitates student learning 				
<ul style="list-style-type: none"> Carries out instructions related to methods or techniques to be used with students 				
<ul style="list-style-type: none"> Manages student behavior effectively 				
<ul style="list-style-type: none"> Promotes student safety 				
<ul style="list-style-type: none"> Demonstrates an understanding of student differences 				
<ul style="list-style-type: none"> Exhibits patience and appropriate expectations with students 				
<p>Comments:</p>				
<p>Overall Rating</p>				

PERFORMANCE AREA STANDARD	LEVEL OF PERFORMANCE			
INTERPERSONAL RELATIONS and COMMUNICATIONS WITH ADULTS	E	P	NI	U
<ul style="list-style-type: none"> • Accepts guidance and constructive suggestions; seeks clarification if needed 				
<ul style="list-style-type: none"> • Is a cooperative team member and supports district values and mission 				
<ul style="list-style-type: none"> • Consults with special education teachers as needed 				
<ul style="list-style-type: none"> • Is tactful and considerate of others 				
Comments: 				
Overall Rating				

Additional comments by Evaluator: _____

Unit member's comments: _____

Unit Member Signature **Date** **Evaluator Signature** **Date**

Signature indicates receipt of this document and not agreement with its contents.
 The original will be placed in the unit member's personnel file.
 Unit members have the opportunity to respond to the contents of this evaluation in writing.
 Comments may require additional space/pages.

APPENDIX C – 3

PERFORMANCE IMPROVEMENT PLAN

Complete this section for **each** of the four (4) performance areas noted as *NEEDS IMPROVEMENT* or *UNSATISFACTORY*. Use a separate page for each performance area so noted.

Area(s) for Improvement:

Action Plan/Measurements:

District Resources/Supports:

Target date(s):

Evaluator's Signature: _____ **Date:** _____

Unit Member Comments:

Unit Member's Signature: _____ **Date:** _____

Signature indicates receipt of this document and not agreement with its contents.
The original will be placed in the unit member's personnel file.
Unit members have the opportunity to respond to the contents of this evaluation in writing.

Comments may require additional space/pages.

Original to: Unit member's personnel file
Copies to: Principal
Unit member

APPENDIX D

GREATER LOWELL TECHNICAL HIGH SCHOOL

COURSE APPROVAL / PROFESSIONAL IMPROVEMENT APPROVAL AND/OR REIMBURSEMENT FORM

Please note that this form is to be submitted at least 15 days prior to the course or activity.

Note: Members of the Greater Lowell Teachers Organization should refer to Article XIV Section E for specific conditions and approval requirement regarding professional improvement and/reimbursements.

Name: _____ Date: _____

Department: _____ School Year: _____

PART A:

Were you asked to participate in this activity by your supervisor? Yes No

PART B: COURSE WORK (FOR ANY CLASS TAKEN FOR UNDERGRADUATE OR GRADUATE COLLEGE CREDIT.)

(SKIP TO PART C IF THIS ACTIVITY IS NOT FOR CREDIT)

Name of Institution: _____ Course Department: _____

Course Title: _____ Course Number: _____

Semester: _____ Completion Date: _____

Requesting Salary Column Credit Requesting Reimbursement of: \$ _____

----- Please check all that apply -----

2- year Accredited College 4-year Accredited College 4-year Accredited University

Graduate Credit Undergraduate Credit Course Description and/or Syllabus Attached

PART C: PROFESSIONAL IMPROVEMENT (FOR ANY NON-CREDIT RELATED ACTIVITY.)

Conference Training Workshop Other _____

Proposed Activity: _____ Requesting Reimbursement of: \$ _____

Location: _____ Dates: _____

Are you requesting school days to attend? Yes No

What format is this activity? In-Person Virtual

PART D: Please attached a narrative that clearly describes how this course meets the criteria as outlined in Article XIV.B.5 and include a description and/or syllabus of the course or activity. PART D is not needed for Skillful Teacher.

PART E: Please attached narrative that clearly describes how you plan to implement the knowledge and skills attained in this course or activity to improve your professional practice. PART E is not needed for Skillful Teacher.

REIMBURSEMENT

Course Work: Submit an official transcript and proof of payment to the Superintendent/ Director's Secretary at the completion of course.

Professional Improvement: Submit proof of completion/attendance and payment to the Director of Media and Professional development at the completion of activity.

Please submit this form to your supervisor.

GREATER LOWELL TECHNICAL HIGH SCHOOL
COURSE APPROVAL / PROFESSIONAL IMPROVEMENT APPROVAL AND/OR REIMBURSEMENT FORM

Please note that this form is to be submitted at least 15 days prior to the course or activity.

Note: Members of the Greater Lowell Teachers Organization should refer to Article XIV Section E for specific conditions and approval requirement regarding professional improvement and/reimbursements.

PART F: INITIAL APPROVAL SIGNATURES

- | | | |
|----|--|------|
| 1. | Supervisor | Date |
| 2. | Director of Media and Professional Development | Date |
| 3. | Assistant Superintendent/ Principal | Date |

PART G: FUNDING

GLTHS/ LEA

Grant _____

PART H: SUPERINTENDENT-DIRECTOR AUTHORIZATION

Approved as Requested

Returned to Principal for Consultation

Approval Withheld

Superintendent/ Director	Date
--------------------------	------

Comments

APPENDIX E

Compensation Periods Owed for Class Coverage

Paraeducators will be paid \$12.50 per forty-four (44) minute class assigned to cover
(not to exceed \$90.00 per day)
in addition to the unit members regular per diem pay
for each day a Paraeducator substitutes.

Name: _____ Department: _____

Lunch Periods												Covered For:	
Date	P 1	P 2	P 3	P 4	P 5	P 6	P 7	P 8	P 9	P 10	P 11		
SAMPLE													
10/13/2020	X	X											John Doe
10/13/2020			X	X									John Doe
10/13/2020										X	X		John Doe

Paraeducators will:
 ~ Submit this form with Monetary Compensation request form to your supervisor.

PARAEDUCATOR REQUEST FOR MONETARY COMPENSATION FOR CLASS COVERAGE

Note: Requests should be submitted immediately to the employee's supervisor with proof of class coverage.

Date: _____

Employee Name: _____

Department: _____

Approval Signatures

Supervisor: _____ Yes No

Asst. Supt. Principal: _____ Yes No

Supt.- Director: _____ Yes No

Comments:

*Approved copies to:
Superintendent-Director's Office, Supervisor, and Employee*

Definition to Article IV - L "Covering Classes/Substitution" under the existing contract.

Unit members will be paid at the rate of twelve dollars and fifty cents (\$12.50) per forty-four (44) minute class assigned to cover, not to exceed ninety dollars (\$90.00) per day, in addition to the unit member's regular per diem pay for each day a unit member substitutes.


ARTICLE XXII

DURATION

This Agreement shall continue in force and effect from July 1, 2024 to June 30, 2027, unless sooner terminated or extended by agreement of all the parties hereto, or unless sooner terminated by operation of law or decree of judgment of any governmental authority having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 16th
Day of May, 2024.

GREATER LOWELL REGIONAL
SCHOOL COMMITTEE

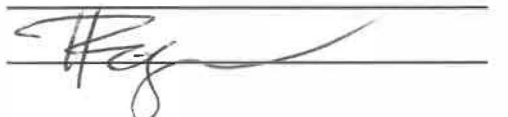


Paul C. Moran

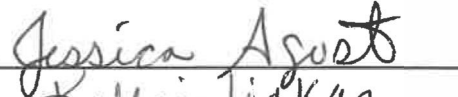
In MA


Raymond Kelly, District Supt

Curtis J. LeMay



GREATER LOWELL REGIONAL
PARAEDUCATORS ORGANIZATION



Jessica Agost


Kellie Liakas
