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## MEMORANDUM OF AGREEMENT

This AGREEMENT (hereinafter “the Agreement”) is being entered into by and between the United Teachers of Lowell, Local 495, American Federation of Teachers, AFT Massachusetts, American Federation of Labor-Congress of Industrial Organizations (collectively referred as the “UNION”) and the Lowell School Committee (hereinafter the “EMPLOYER”)

WHEREAS, on March 10, 2020, the Governor of the Commonwealth of Massachusetts declared a state of emergency due to growing public health concerns related to the Coronavirus COVID-19 outbreak requiring changes to the classroom and how education is delivered to students.

WHEREAS, EMPLOYER and UNION are parties to a Collective Bargaining Agreement and the Parties wish to make the following negotiated amendment, just for this school year in light of the impacts of COVID-19 on the delivery of education.

WHEREAS, UNION and EMPLOYER met and negotiated over changes to working conditions which resulted from the COVID-19 outbreak’s impact on the community and on the delivery of education.

WHEREAS, the Principal of the Bartlett Community Partnership School has decided that it would be advantageous to the delivery of special education services and for students at the Bartlett Community Partnership to convert a 1.0 Special Education Teacher position into two .5 Special Education teacher positions.

NOW, THEREFORE, the UTL and EMPLOYER agree to the following terms and conditions pertaining to these .5 teaching positions:

1. These positions will begin on October 13, 2020;
2. Only one of these positions shall be afforded health insurance benefits and said employee may apply for benefits with the City of Lowell. Any policies and delays in insurance, if any, after this employee’s start date, pursuant to City policies and procedures, shall be complied with;
3. Sick leave and personal days shall be pro-rated from the start date of employment for the .5 employees;
4. If a currently employed teacher is employed within this .5 position, the Reopening MOA shall be complied with in regard to restoring said teacher to her/his previous position at the start of the 2021/2022 school year. If a new person is employed in one of these positions, that person shall be a “long-term substitute” and said employee will not have any priority for this position or another position in FY20.
5. These positions will only exist until the end of the 2020/2021 school year.
6. If both .5 positions are vacant before the end of the school year, Principal shall have option to hire a full-time (1.0) teacher to fill both .5 positions.
7. This Agreement is without precedent or prejudice.

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Signed in the City of Lowell on this \_\_\_\_ day of October, 2020.

LOWELL SCHOOL COMMITTEE,

UNITED TEACHERS OF LOWELL,  
LOCAL 495, AMERICAN FEDERATION  
OF TEACHERS,  
AFT MASSACHUSETTS,

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Dr. Joel D. Boyd, Superintendent  
As authorized by vote of the  
Lowell School Committee

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Paul Georges, President