

**CONTRACT**

**between the**

**LUDLOW EDUCATION ASSOCIATION**

**UNIT B**

**and the**

**LUDLOW SCHOOL COMMITTEE**

**2022 – 2025**

TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE .....	3
SCOPE .....	5
COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT .....	5
SNOW DAYS.....	5
VACATIONS.....	6
I. GRIEVANCE PROCEDURE .....	7
II. PAST PRACTICES .....	9
III. ADMINISTRATOR EVALUATION .....	10
IV. VACANCIES AND PROMOTIONS.....	11
V. LEAVES OF ABSENCE WITHOUT LOSS OF PAY .....	13
VI. TEMPORARY LEAVES OF ABSENCE WITHOUT LOSS OF PAY .....	17
VII. SABBATICAL LEAVES.....	18
VIII. CHILDREARING LEAVE OF ABSENCE WITHOUT PAY .....	19
XI. PROFESSIONAL BEHAVIOR.....	20
X. CONSULTATION PROCEDURE .....	21
XI. ADMINISTRATOR PROTECTION .....	22
XII. INSURANCE AND ANNUITY PLAN .....	22
XIII. DUES DEDUCTION.....	23
XIV. SALARIES.....	24
XV. REDUCTION IN STAFF .....	25
XVI. STATE AND FEDERAL PROGRAMS.....	27
XVII. EXTENDED LEAVES OF ABSENCE WITHOUT PAY .....	27
XVIII. GENERAL.....	28
DURATION - UNIT B.....	29
APPENDIX A. (SALARY SCHEDULE).....	30

**CONTRACT**

**LUDLOW SCHOOL COMMITTEE**

**and**

**LUDLOW EDUCATION ASSOCIATION**

Pursuant to the provisions of Chapter 150E of the General Law of Massachusetts, this Contract is made this 1st day of July, 2022, by the SCHOOL COMMITTEE OF THE TOWN OF LUDLOW, MASSACHUSETTS (hereinafter referred to as the Committee) and the LUDLOW EDUCATION ASSOCIATION UNIT B (hereinafter referred to as the Association).

**PREAMBLE**

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Ludlow and that good morale within the Administrators of Ludlow Public Schools is essential to achievement of that purpose, we, the undersigned to this Contract, declare that:
  - a. Under the law of Massachusetts, the Committee, elected by the citizens of Ludlow, has final responsibility for establishing the educational policies of the public schools of Ludlow, Massachusetts.
  - b. The Superintendent of Schools of the Town of Ludlow (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established and under direction of the School Committee.
  - c. The Administrators of the public schools of Ludlow, Massachusetts have the responsibility of providing in the classrooms of the schools, education of the highest possible quality and to cooperate with the School Committee and Superintendent in carrying out established policies.

- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchanges of views and information between the Committee, the Superintendent, and the Administrators in the formulation and application of policies relating to wages and other conditions of employment for the Administrators.
  
- e. The Committee and the Association, for itself and as the representative of Unit B employees, agree that the right and responsibility to operate and manage the Ludlow Public Schools, the right to select and direct the work of the employees, and the right to control the use of its properties, supplies, services, and facilities are vested exclusively in the Committee. These rights include, without being limited to, the right to maintain and operate the schools in such a manner as in the judgment of the Committee will best serve the interests of the educational program; to employ, assign, transfer and promote employees and to lay off, suspend, dismiss, or otherwise discipline employees in the manner provided by law; to modify existing job descriptions concerning new duties and responsibilities normally associated with, or incidental or related to, the performance of the job affected, provided such modifications do not unreasonably increase the overall workload; to implement and administer experimental programs; and to select, test, train, and determine the ability and qualifications both of employees for promotion and of new employees; to determine the number of employees; and to introduce, operate, change, or eliminate new or improved methods, facilities, processes or techniques; and all other rights pertaining to the operation and management of the educational affairs of the Ludlow Public Schools. The failure by the Committee to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights. The Association and the employees agree that nothing contained in this Contract shall be construed or deemed to constitute a waiver of or any restriction upon the inherent and the legal right of the Committee to operate, manage, and supervise the Ludlow Public Schools with maximum efficiency or of the right of the Committee to control,

direct and make changes in the educational operation of the Ludlow School System, provided however, that none of these rights shall be exercised by the Committee contrary to any specific provision of this Contract. The decision of the Committee shall be final and binding if not made arbitrarily, capriciously, or without rational basis in fact.

- e. To give effect to these declarations, the following principles and procedures are hereby adopted.

### **SCOPE**

- 2. 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 negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative for all Administrators, including Athletic Director and Director of Early Childhood Education, employed by the Committee excluding the Superintendent, Assistant Superintendent, Principals, Director of Student Support Services, Technology Director, and all Unit A employees. (Eff. July 2002)

### **COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT**

- 3. a. Subject to the provisions of this Contract and except as otherwise provided by Appendix A included herein and made a part thereof the wages, hours, standards of productivity and performance and any other terms and conditions of employment applicable on the effective date of this Contract shall continue to be so applicable.

### **SNOW DAYS**

- b. Administrators will be required to work four (4) hours or more on a day when school has been cancelled because of snow or other emergency. The Administrator will have the option to work from home those four (4) hours or put

in for a ½ day taken from vacation, personal day or emergency day unless the Superintendent declares the work day for Administrators to be cancelled or shortened.

- c. **The Assistant Principal that works two hundred ten (210) days, shall be allowed a maximum of two (2) days for emergency reasons, one (1) family use day, one (1) day for legal or business reasons, one (1) personal day and fifteen (15) sick days. The two hundred ten (210) work days shall be agreed upon with the building principal**

### VACATIONS

- 4. a. All Administrators will receive twenty-five (25) days vacation.  
All Administrators will spend the remainder of June following the close of school at their respective schools to handle the normal duties connected with the closing of school. All Administrators will be on duty at their respective schools at least two (2) weeks prior to the opening of school to prepare for said opening. When schools are in session, all Administrators will obtain prior approval from the immediate supervisor and Superintendent for the scheduling of their vacation. Said approval shall not be required for vacations of less than three (3) days provided that no more than one (1) secondary Administrator in any one building and no more than one (1) elementary Administrator in the system may take any vacation of less than three (3) days at any one time, except with the prior approval of the Superintendent. When schools are not in session, the Administrators' vacations or any portion thereof will be taken at any time provided there is adequate coverage of their buildings. On the secondary level a single administrator in a school shall be adequate coverage in such school.

The Committee shall have the right to maintain building coverage by using assistant principals where necessary.

- b. During the three (3) vacation periods during the academic year, all Administrators, both elementary and secondary, may be required by the Superintendent to conduct and/or participate in joint workshops relative to instructional objectives and specific programs encompassing grades K-12.
- c. The following will be considered holidays for Administrators: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas when Christmas falls on Tuesday through Saturday, Christmas Day, New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Patriots Day, Memorial Day and the Fourth of July.
- d. Administrators will have the option to be paid annually at a per diem rate for a maximum of five (5) unused vacation days and/or will be allowed to carry over from the preceding year (7) of those vacation days, or some combination thereof, to be used through August 15<sup>th</sup> of the following year

**ARTICLE I**  
**GRIEVANCE PROCEDURE**

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Contract shall prevent any such employee from individually presenting any grievance of the employee. A grievance is a claim based upon an event or condition which affects the employee or group of employees regarding the interpretation, meaning, or application of any term in this Contract.

Action of grievance may be initiated by either of the two parties. However, there shall be no solicitation of grievances during working time.

Level One: The aggrieved employee shall discuss the grievance with the Grievance Committee of the Association.

Level Two: If not disposed of to the employee's satisfaction by such discussion, the grievance shall be presented in writing by the employee and the said Grievance Committee to the appropriate intermediate supervisor of the employee, with a copy of such grievance given to the Superintendent.

Level Three: If at the end of the twenty (20) calendar days next following such presentation, the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall forthwith be presented in writing by the employee and the said President or Chairman to the Superintendent, who shall within fourteen (14) calendar days thereafter meet with the employee and the said President or Chairman in an effort to settle the grievance.

Level Four: If at the end of the twenty (20) calendar days next following such presentation to the Superintendent the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall be presented within ten (10) calendar days in writing by the Association to the School Committee; and within ten (10) calendar days thereafter the School Committee shall meet with the Grievance Committee, the said President, and the employee in an effort to settle the grievance.

Level Five: If at the end of the twenty-one (21) calendar days next following presentation of the grievance in writing to the School Committee the grievance shall not have been disposed of to the satisfaction of the employed, and if the grievance shall involve the interpretation of application or any provision of this Contract, the Association may, by giving written notice to the School Committee within ten (10) calendar days next following such period of twenty-one (21) calendar days, present the grievance for arbitration; in which event the School Committee and the Association shall forthwith submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of the said American Arbitration Association. The expenses of such arbitration shall be shared equally by the School Committee and the



Ludlow Education Association, and the award made shall be final and binding upon the School Committee, the Association, and the aggrieved employee. If at the end of the twenty-one (21) calendar days next following the occurrence by any employee affected by it the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived; any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall have not been taken within the time specified above.

If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

No grievance settlement or final disposition of any grievance shall be binding upon the Committee or the Association in the event the said settlement or disposition in any manner alters or violates this Contract or the intent thereof.

Emergency Procedure: In the event any emergency should arise, in the opinion of both the Superintendent and the Grievance Committee, levels one (1) through four (4) will be eliminated and the Grievance Committee will be granted either an agenda appointment at the next regularly scheduled School Committee meeting or an emergency meeting with the School Committee.

In the event the Superintendent and the Grievance Committee cannot agree as to whether or not an emergency exists, the Town Counsel or his designee shall make the final determination within seven (7) calendar days from the date of disagreement.

## **ARTICLE II PAST PRACTICES**

Section A: The Committee will follow its past practices for all personnel covered by this Contract regarding the establishment of the work day and work year during the life of this Contract. Administrators hired for 2022-2023 school year and thereafter will be subject to have

their work year adjusted, only in budgetary necessity, at the superintendent's discretion and with LEA input during the process.

### **ARTICLE III ADMINISTRATOR EVALUATION**

Section A: Administrator evaluation is an ongoing and continuous process which has as its purposes (1) to provide information for improving performance, and (2) to provide a record of facts and assessments for personnel decisions, including decisions by the School Committee on tenure.

Evaluations will occur once every year for non-professional teacher status Administrators and once every two (2) years for professional teacher status Administrators, or more frequently if the Superintendent so desires. The Director of Student Support Services will prepare the evaluative report for the Special Education Supervisor and the Director of Early Childhood. The Principal will prepare the evaluative report for the Assistant Principals and for the Directors of Guidance and Athletics, provided that nothing contained herein shall preclude the right of the Superintendent to evaluate said personnel. The evaluative report will contain (1) a checklist form agreed upon by the Association and the School Committee, (2) a narrative summarizing the Administrator's overall performance, and (3) a list of suggestions for improvement, only if needed. Before the report is placed in an Administrator's personnel file, the Administrator's superior will discuss the report with the Administrator, obtaining the Administrator's signature on the report to acknowledge that the Administrator has seen it, and give the Administrator a copy of the report. If the Administrator chooses to do so, he may write an answer to the evaluative report; this answer will be forthcoming within twenty-one (21) days of the superior's presentation to the Administrator and will be placed in the Administrator's personnel file along with the evaluative report.

Section B: Administrators will have the right, upon request, to review and make copies of the contents of their personnel file in the presence of the Superintendent. An Administrator will be entitled to have a representative of the Association accompany him during such review.

Section C: Any complaints placed in the file regarding an Administrator made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the Administrator and the complainant identified.

Section D: If an Administrator is requested to meet with any member of the administration above the level of the principal, or with the School Committee, where disciplinary action is contemplated, he will be entitled to have a representative of the Association present.

Section E: Performance evaluation: See Memorandum of Understanding dated March 15, 1999, regarding the formation of an evaluation committee.

#### **ARTICLE IV VACANCIES AND PROMOTIONS**

Section A: Notice of vacancies in specialized positions identified as Administrators shall be posted by the Superintendent by means of a notice placed on the school bulletin board in every school for at least thirty (30) calendar days and shall clearly set forth the specifications, qualifications, and compensation of the position. The qualifications set forth for a particular position will not be changed arbitrarily, capriciously, or without basis in fact when vacancies occur. No vacancy will be filled except in an emergency within thirty (30) days from the date the notice is posted in each school building.

Section B: If during the term of this agreement a new position is established, within the bargaining units covered by this agreement, the Committee will promptly give the Association written notice of the proposed salary for such position. If the Association objects to the proposed salary, it will, within ten (10) days after receiving such notice, inform the Committee of its desire to negotiate the proposed salary.

Section C:

1. All qualified Administrators will be given adequate opportunity to make application for such positions as indicated in Sections A and B above, and the

Committee agrees to give due weight to the professional background and attainments of all applicants and other factors which may be relevant.

2. When a vacancy occurs, or a new position is established, as provided in Sections A and B above, at any time during the school year, the position may be filled by the Committee for the remainder of the school year and, in such event only, the requirements and provision of Section C.I. above shall not apply.

Section D: During school vacation periods, vacancies or new positions will be posted on the bulletin board at each school and a notice sent to the President of the Association. No vacancies or new positions will be filled except in an emergency within thirty (30) days from the date the notice is posted.

Section E: A regular full-time and a regular part-time employee who leaves the service of the Town and who has vacation credits due him/her shall, upon his/her separation from Town service, be compensated for such vacation time as he/she had accrued provided that, notwithstanding any existing contract as of July 1, 2012, vacation time considered accrued in the year of the separation shall be proportional to the amount of time the employee worked in that year. The vacation time accrued in the year of separation shall be calculated by multiplying the total number of weeks the separating employee worked in that year by .0193, then multiplying the product by the total number of vacation days the employee would otherwise be eligible for in that year. Any vacation time used during the year of separation shall then be subtracted from the product to determine the accrued vacation time for the year of separation. Whenever employment is terminated by death, the beneficiary of the deceased shall be paid an amount equal to the vacation allowance accrued during the year in which the employee died but which had not been used up to the time of his/her death.

### **Extended Year Program**

Section F: The School Committee will provide three (3) stipend positions (two (2) at the elementary schools and one (1) at Baird Middle School/Ludlow High School) titled "Special Education Data Coordination Support Specialists." The position will start March 1<sup>st</sup> and run

through June 30<sup>th</sup> and the positions will report to the Special Education Supervisors. Salary will be determined by the Unit A contract stipend language. If the position is not filled, the stipend will default to the Special Education Supervisors. A job description by Special Educations Supervisors in collaboration with the Superintendent will be provided by October 1, 2022. The Special Education Supervisors will be responsible for the hiring process.

**ARTICLE V**  
**LEAVES OF ABSENCE WITHOUT LOSS OF PAY**

Section A: Each Administrator shall be allowed eighteen (18) days medical leave for disability with full pay in each school year in which he is serving in the Ludlow Public Schools as of the first official day of said year. There shall be unlimited accumulation of unused medical leave for disability. An Administrator new to the school system shall be considered an employee on the first day he or she reports.

1. While on medical leave the individual's pay accrual toward further medical leave eligibility shall not exceed eighteen (18) days. Progression toward tenure shall not be interrupted.
2. Medical leave shall be expended at the rate of one (1) day for each school day of absence or portion thereof.
3. Employees whose services are terminated for any reason, except retirement or death, shall not be compensated for unused medical leave.
4. Each Administrator, upon request, shall receive yearly notice of his accrued medical leave.
5. When absences of three (3) or more consecutive school days occur because of disability, the Committee may require a physician's certificate.

6. An Administrator, upon retirement or upon death, shall be compensated for unused medical leave of absence for disability accumulated under the provisions of this agreement. Such compensation shall be paid to the Administrator or the Administrator's estate at a per diem rate of Thirty dollars (\$30.00) per day up to a maximum of two hundred seventy-five (275) days.
  
7. Administrators who are present at work for one hundred (100) consecutive days, exclusive of approved professional days, approved vacation days, jury duty, approved Association business, and bereavement days for immediate family as provided for in Article V, Section D, will be granted one (1) personal day. The consecutive days may overlap two (2) school years. The personal day must be taken in the school year in which it is earned and may not be accumulated, except that if an Administrator earns his/her personal day for one hundred (100) consecutive days of perfect attendance after April 1<sup>st</sup> and then it will be carried over to the following school year. It is understood that in the aforementioned circumstance, there may be certain occasions when, with the approval of the Superintendent, an Administrator may take his personal day during the last two (2) weeks of school. Written notification to the Superintendent is required two (2) weeks in advance of the personal leave date desired. The use of the earned personal day will not interrupt the Administrator's one hundred (100) consecutive day account.
  
8. An Administrator may utilize their available sick time for the care of a sick spouse or child. Said use shall be subject to the same regulations, procedures, and limitations as if it was utilized for that administrator's personal care.
  
9. An Administrator has the option of taking sick time in ½ day increments. A ½ day shall be calculated as 3 hours.

Section B.: Early Retirement Incentive: Administrators will be granted an early retirement incentive provided one (1) year's written notice is given to the School Committee prior to the date of retirement. However, such requirement will be waived in case of medical emergency. The

School Committee may at its discretion waive the one (1) year notification requirement. The early retirement incentive will be based on a flat 20% for Administrators Age 55 through 60. The following requirements and exceptions will be in effect:

1. In order to receive the maximum retirement incentive, an Administrator must have completed a minimum of twenty (20) years within the Ludlow School System.
2. A sliding scale will apply towards the early retirement incentive for Administrators with less than twenty (20) years within the system, but in no case will any retirement incentive be given to an Administrator with less than five (5) years' experience within the system.
3. Any Administrator in the system less than twenty (20) years may have their incentive computed by finding the percentage of the normal incentive by dividing the number of years worked by 20. Example, 17 years in the school system means 17 divided by 20 or 85% of the incentive.
4. A Unit B administrator, upon retirement will be compensated at the rate of twenty-five dollars (\$25.00) per day for each accumulated, unused, sick leave day. This is to be paid in a lump sum check on the effective date of the administrator's retirement.

Section C: Each Administrator shall be allowed a maximum of two (2) days for emergency reasons, one (1) family use day, one (1) day for legal or business reasons, and two (2) personal days.

1. For the purpose of this Contract, "emergency" may be interpreted to include such cases as home emergencies, quarantine by order of the Health Department, serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee. In the case of parent or guardian, leave for illness may be granted if the child is a member of the

immediate household. For emergency leave, a statement of circumstances shall be submitted by the employee, endorsed by the principal or other supervisory officer and forwarded to the Central Office for approval by the Superintendent.

2. Each Administrator may, upon written request and with the advance approval of the Superintendent or his designee, except in case of emergency in which event the approval of the Superintendent or his designee may be given orally, be granted one (1) day leave of absence with pay each school year for legal or business matters. Acceptable reasons which must be important and stated in writing for such days are such as, but not limited to the following: (1) court appearances, (2) house and property closings, (3) a complete house or apartment move.
3. Each Administrator shall be allowed the aforementioned personal day in each school year but not during the last two (2) weeks of school or the work day before or after a vacation period or holiday, and it may not be accumulated. It is understood that in the aforementioned circumstances, there may be certain occasions when, with the approval of the Superintendent, an Administrator may take his personal day during the last two weeks of school or the workday before or after a vacation period or holiday.

Section D: In case of death in the immediate family (parent, sibling, child, spouse, grandchildren, domestic partner, parent-in-law, or other relatives with whom the Administrator may then be living or for whom the Administrator is legally or medically responsible), an Administrator shall be allowed not more than five (5) days with full pay, and for other relatives (grandparents, siblings of parents, first cousins, children of siblings and grandchildren), the Administrator shall be allowed two (2) days with full pay. These regulations shall apply equally to relation whether by blood or by marriage, but no allowance with pay shall be granted for days previous to that on which the death occurs. In the case of death of a spouse, domestic partner, or child, an Administrator, may, in addition to the five (5) days above provided, request and use up to a maximum of three (3) additional days to be charged to Sick, Emergency and/or Legal or Business days to which the Administrator may then be entitled. Such request must be made to the



Superintendent as soon as possible under the circumstances so that the proper arrangements can be made in the best interest of the Ludlow School System.

Section E: An Administrator shall be granted leave of absence without loss of pay for one (1) day to attend commencement ceremonies should such fall on a school day, at which he or any member of his immediate family will be awarded a degree, or a diploma which represents the completion of at least two (2) years of post-high school study. For the purpose of this section, immediate family is defined as father, mother, husband, wife, son, daughter, brother, sister, son-in-law, or daughter-in-law. Request for this leave shall be by written notification to the Superintendent two (2) weeks in advance of the effective leave date. (When travel time is needed, the School Committee may grant additional leave without pay).

## ARTICLE VI

### TEMPORARY LEAVES OF ABSENCE WITHOUT LOSS OF PAY

Section A: An Administrator may be granted up to five (5) days for the purpose of visiting other schools or attending meetings, or conferences of an educational nature upon written request and subsequent approval of the employee's immediate supervisor and Superintendent. Reimbursement for the necessary expenses relating to conference attendance shall be subject to prior School Committee approval.

Section B: An administrator may be granted, upon written request to the Committee at least four (4) weeks in advance and with the approval of the Committee, early leave from his school duties for the purpose of attending Government Sponsored Educational Institutes for professional improvement, provided, that the total number of days will not exceed ten (10) days. In case of a late appointment, the four (4) weeks advance notice may be waived.

Section C: The Committee shall grant an Administrator leave of absence for required reserve military training not to exceed twenty (20) school days in any calendar year which cannot be performed at times other than school days. The Committee shall provide the difference between

the Administrator's military pay and the Administrator's salary. The total pay received for this period shall not exceed his regular administrative salary for this same period.

Section D: Any Administrator covered by this Agreement who is called to serve on Jury Duty will continue to receive his salary while serving on said duty and will also agree to give the committee the compensation received, exclusive of travel and meals, for said Jury Duty.

Section E: The School Committee recognizes the need for staff development among Administrators. The Superintendent of Schools will decide on a case by case basis what training and to what extent it will be provided at school expense. Coverage will be provided by the Administration during those periods when Assistant Principals are attending Staff/Professional Development session.

## **ARTICLE VII SABBATICAL LEAVES**

Desiring to regard professional performance and encourage independent research and achievement, the Committee hereby adopts the following policy of Sabbatical Leaves for Administrators to be granted upon recommendation by the Superintendent for approved scholarly programs whether or not carried on in an academic institution and subject to the conditions listed below:

Section A: No more than one Administrator shall be absent on sabbatical leave at any one time.

Section B: Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than March 15, and action must be taken on all such requests no later than May 1, of the school year preceding the school year for which the sabbatical leave is requested.

Section C: The Administrator has completed at least seven (7) years of consecutive service in the Ludlow School System.

Section D: Administrators on sabbatical leave will be paid at two thirds (2/3) of their annual salary rate, in accordance with General Laws Relating to Education - Commonwealth of Massachusetts.

Section E: The Administrator will agree to return to employment in the Ludlow School System for one (1) full school year in the event of a semester's leave or two (2) full school years in the event of a full school year's leave. In the event that an Administrator does not return for the period stated herein, he will be required to reimburse the Committee for all monies advanced for such sabbatical leave, except in cases of death, incapacitating illness, or other circumstances recognized by the Committee.

## **ARTICLE VIII**

### **CHILDREARING LEAVE OF ABSENCE WITHOUT PAY**

In the event of anticipated long-term disability, such as an operation or delivery of a child, the Administrator will, except in an emergency, notify the Committee and the Superintendent thirty (30) days prior to his/her expected date of departure.

An employee will be granted leave for the purpose of rearing said employee's newborn child under conditions hereinafter specified. In the manner and to the extent provided in this Article, an employee who has been employed for at least three (3) consecutive months as a full-time employee and who shall give at least two (2) weeks' notice to the committee of anticipated date of departure and intention to return shall be granted a leave of absence, without pay and without accrual of time toward tenure and eligibility for medical leave.

The said childrearing leave shall be for a period not exceeding twelve (12) months from the date of termination of disability as a result of pregnancy and, upon expiration of said childrearing leave, said employee shall be restored to the previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of leave.

The Committee shall not be required to restore an employee on childrearing leave to the previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave; provided, however, that such employee on leave shall retain any preferential consideration for another position to which the employee may be entitled as of the date of leave. Such leave shall not affect the employee's right to receive vacation time, medical leave, bonuses, advancement, seniority, length of service credit, benefits, plans, or programs for which the employee was eligible at the date of leave, and any other advantages or rights of employment incident to the employment position; provided, however, that such leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the Committee need not provide for the cost of any benefits, plans, or programs during the period of family leave unless the Committee so provides for all employees on leave of absence.

Non-compliance with the provisions of this Article may cause the expiration of leave and the termination of the individual as an employee.

## **ARTICLE IX**

### **PROFESSIONAL BEHAVIOR**

The Committee and the Association recognize that the abuses of medical leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, and other violations or discipline by an Administrator reflect adversely upon the profession and create undesirable conditions in the school building.

They further recognize the Code of Ethics of the Education profession as defining acceptable criteria of professional behavior. Breaches of discipline in the Code of Ethics shall be promptly reported to the offending Administrator and the Association for appropriate action. The Association will use its best efforts to correct breaches of professional behavior by any Administrator and, in appropriate cases, may institute proceedings against the offending Administrator under the Code of Ethics.

The following Association activities are prohibited during working hours;

1. The distribution of literature;
2. The solicitation of money for non-authorized purposes; and
2. Any political activities, other Association or any personal activities which are not conducive to sound educational practices and/or which interfere with the performance by an Administrator of his normal duties shall also be prohibited during working hours.

## **ARTICLE X**

### **CONSULTATION PROCEDURE**

Section A: The Committee and the Association desire to encourage the active participation of the Administrators in the development and implementation of the best possible educational programs for the school children of Ludlow, including State and Federal programs. The Association may make recommendations to the Committee through the administration and Superintendent in regard to such programs.

Section B: It is clearly understood and agreed that the consultation procedure described herein shall not be construed to require any party to this Contract to consent to any change, modification, or reopening of this contract.

Section C: In the interest of fostering positive communication relative to school district operations, the Superintendent or his/her designee shall convene a bi-monthly meeting of all Unit B administrators to address subjects of mutual concern and interest. Attendance at said meetings by Unit B administrators shall be voluntary. In the discretion of the Superintendent or his/her designee, other district administrators may be invited to attend said meetings as well.

**ARTICLE XI**  
**ADMINISTRATOR PROTECTION**

Section A:

1. Administrators shall be required to report any case of assault on Administrators or Teachers in connection with their employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report and shall report information to the School Committee.
2. The alleged assault will be promptly investigated by the principal and the Superintendent of Schools. The report of this investigation shall be forwarded to the School Committee which shall determine, subject to the requirements of paragraphs 3 and 4 below, what action shall be taken by the School Committee.
3. If the assault is by an adult who is not a pupil, the School Committee will at the written request of the principal or teacher involved, report the incident to the proper law enforcement authorities.
4. In either case (pupil or non-pupil adult) the Committee will, through the Superintendent, comply with any reasonable written request from the teacher or Administrator for information in its possession relating to the incident or person involved.

**ARTICLE XII**  
**INSURANCE AND ANNUITY PLAN**

Section A: The same percentage as received by all town employees, of the cost of the following types of insurance coverage will be paid by the Town of Ludlow for each Administrator electing to sign up for the following coverage:

1. Term life insurance plan of the type presently available to Administrators. (currently 50%)

2. Medical and Hospitalization Insurance of the type presently available to Administrators for individual or family coverage, whichever applies in the particular case. The costs for the following types of insurance coverage will be paid by the Town of Ludlow for each administrator electing to sign up for the health insurance;

2019-2020 = 81%

2020-2021 = 81%

2021-2022 = 78%

Section B: Administrators will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law No. 87-370.

Section C: The Committee shall provide indemnification for any Administrator who shall be eligible for indemnification under Chapter 41, Section 100C of the General Laws of the Commonwealth as most currently amended.

### **ARTICLE XIII DUES DEDUCTION**

Section A: The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Ludlow, Massachusetts, all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract. Dues deduction will be pro-rated equally from the effective date of employee authorization to the end of the school year.

Section B: Commencing on the first day of the 2002-2003 school year, all members of the bargaining unit who are not members of the Association shall be required to pay the fair share fee. The Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The Committee is not, and should not be, responsible for the implementation, collection, or enforcement of the fair share fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

The Association agrees that it will indemnify and hold the Committee harmless for any action taken against an employee as a result of this agency service fee agreement, including, but not limited to, any legal expenses incurred.

In the event of conscientious objection to payment of the fair share fee, a member of the bargaining unit may pay the amount of the fee to a scholarship fund to be set up by the Association for recent student graduates from Ludlow High School.

**ARTICLE XIV**  
**SALARIES**

The Administrative Ratio Table and salary structure is contained in Appendix A. The Athletic Director, Special Education Supervisors, Director of Early Childhood and Guidance Director will transition to the same schedule as the High School and Middle School Assistant Principals over the next three (3) years at a rate of 1/3 of the difference applied each year.

Administrators with the required years of teaching and/or administrative service in the Ludlow School System will be entitled to super maximum increments. Administrators must take two (2) semester hours, or the equivalent thereof, within three (3) years prior to receiving each of the super maximum increments. These increments will be phased in based on the schedule below. Once an Administrator earns each super maximum increment, he/she will continue to earn them until he/she terminates his/her employment in the Ludlow School System.

<u>Increment</u>	Years of Service	<u>Amount</u>
10		\$ 750.00
15		\$1,000.00
20		\$1,000.00
25		\$ 750.00

Any Administrator who is required to travel shall be reimbursed for travel on a monthly basis upon submission of a voucher based on the Town of Ludlow then current live mileage reimbursement rate.



Super maximum increments for High School and Middle School assistant principals hired prior to 2015 (super maximum increments for these positions & years are not cumulative).

2019-2020 - \$3000

2020-2021 - \$4000

2021-2022 - \$5250

**ARTICLE XV**  
**REDUCTION IN STAFF**

The size of the staff, and/or any increase or reduction thereof, shall rest in the sole and exclusive discretion of the School Committee, except where such action would conflict with this Agreement.

In the event of a reduction of the number of professional teacher status Administrators in the Ludlow School System, the School Committee will take into consideration the ability, qualifications, assessment history, and seniority of said employees, and in instances where ability, qualifications, and assessment history, are, in the judgment of the Superintendent and School Committee, relatively equal, seniority shall prevail. In assessing ability, qualifications, and assessment history, the Superintendent and the School Committee will not act in an arbitrary or capricious manner nor without sound basis in fact for their decision. An employee so affected shall, in the event of an open position in this Unit which is equal to or lesser than the position held and for which he is qualified and certified or for which he could become qualified and certified in the open position prior to the effective date of the layoff, be transferred to said open position so long as that position is equal to or lesser than the position held or said employee shall replace the employee in this Unit with the lowest seniority anywhere in the system as long as the position is equal to or lesser than the position previously held and where the prospective laid-off employee is both qualified and certified.

"Qualified" means that the Administrator has on file with the office of the Superintendent evidence that he/she, in the judgment of the Superintendent and School Committee, possesses the necessary qualifications or can obtain said necessary qualifications by the effective date of

his/her prospective layoff. In assessing "qualified" the Superintendent and School Committee will not act in an arbitrary or capricious manner nor without sound basis in fact for their decision.

"Certification" means that the Administrator has on file at the office of the Superintendent evidence that he/she possesses the necessary certification in the specific discipline required or can obtain said necessary certification by the effective date of his/her prospective layoff.

"Seniority" means the Administrator's continuous length of service in years, months, and days of employment by the Committee in the Ludlow School System. In cases involving Administrators who have identical seniority, preference for retention or recall shall be given to the Administrator who has achieved the highest assessment rating or degree standing.

Administrators who are to be affected by a reduction in staff must be notified in writing no later than June 1 of the school year preceding the school year in which the reduction will take effect. Said notice shall include the specific reasons for the layoff. Administrators who have been laid off, under the provision of this paragraph, shall be entitled to recall rights for a period of two years. During the recall period, Administrators shall be notified by certified mail to their last address of record, and given preference for positions in this Unit that are equal to or lesser than the positions previously held and for which they are qualified and certified as they develop in the inverse order of the respective layoff and all benefits to which the Administrator was entitled at the time of the layoff shall be restored upon re-employment within the recall period. During the recall period, Administrators who have been laid off shall be given consideration for substitute work for which they are qualified and certified at substitute pay, if they so desire. A list specifying the seniority of each member of the professional staff shall be prepared by the Committee and forwarded to the President of the Association by September 30 of each year.

Except for the method of layoffs of employees covered by this Article, nothing contained in this Article shall in any way limit or restrict the School Committee in the exercise of its rights and responsibility under Ch. 71 or any other applicable section of the General Law of Massachusetts including but not limited to the right to dismiss, lay off, or otherwise terminate the services of an

Administrator serving or not serving at the discretion of the Committee in accordance with Ch. 71 or any other applicable statute of the General Law.

N.B. If it is agreed to in the Unit A negotiations to allow Administrators to bump back into Unit A under certain set conditions, then the parties to the Unit B will sign a memorandum of agreement to this effect.

## **ARTICLE XVI**

### **STATE AND FEDERAL PROGRAMS**

Section A: The School Committee of Ludlow will determine, in its sole discretion, whether or not a State Program and/or a Federal Program will be operated or discontinued at any time.

Section B: All openings for positions under State and Federal programs will be adequately publicized by the Superintendent in each school building as early as possible and teachers and Administrators who have applied for such positions will be notified of the action taken regarding their applications as early as possible.

Section C: When all considerations are equal, preference for filling positions in positions under State and Federal programs will be given to regularly appointed teachers and Administrators in the school system who may apply.

Section D: In filling such positions, consideration will be given to a teacher's or Administrator's area of competence, major and/or minor field of study, quality of performance, attendance record, and length of service in the school system.

## **ARTICLE XVII**

### **EXTENDED LEAVES OF ABSENCE WITHOUT PAY**

Section A: The Committee agrees that up to one professional teacher status Administrator designated by the Association will, upon request and with Committee approval, denial of such a request will not be arbitrary or capricious, be granted a leave of absence for up to two (2) years

without pay for the purpose of engaging in Association (local, state, or national) activities. Upon return from such leave, the Administrator will be placed on the salary schedule at the level commensurate with his actual teaching and administrative experience.

Section B: A leave of absence without pay of up to two (2) years will be granted with Committee approval, denial of such a request will not be arbitrary or capricious, to any Administrator who joins the Peace Corps serves as an exchange Administrator, and is a full-time participant in either of such programs. Upon return from such leave, an Administrator will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent. There shall be no accrual of tenure during the leave.

Section C: Time necessary for Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions shall be granted, provided, however, that the total amount of time taken by all teacher and administrative representatives will not exceed thirty (30) days per school year.

Section D: All requests for extensions or renewals of leaves will be applied for in writing. An Administrator's entitlement to his prior position or a substantially equivalent position upon return from such extension or renewal will be arranged on an individual basis by vote of the Committee.

Section E: Any Administrator on leave of absence who does not return to work upon termination of said leave as specified in this article shall be considered as having resigned from his position.

## ARTICLE XVIII

### GENERAL

Section A: If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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.

Section B: This Agreement constitutes Committee policy for the commitments contained herein and gives them full force and effect as Committee policy. The Committee will take whatever action as may be necessary in order to give full force and effect to the provisions of this Agreement.

Section C: The Association shall not engage in strike, and no employee or the Association shall induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services by such employees during the duration of the term of this Contract.

Section D: Administrators are not to leave their school buildings except on authorized school business or for medical emergencies unless they receive permission from the Superintendent or, if he is unavailable, notification will be given to the Central Office.

#### **DURATION - UNIT B**

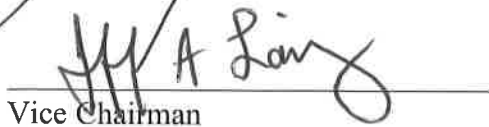
“This contract will continue in full force and effect from July 1, 2022, to and including June 30, 2025. By mutual agreement of both parties, this Contract supersedes all previous Contracts.”

IN WITNESS WHEREOF THE parties to this Contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed thereto, as of the date first above written.

Signed 8/19, 2022

LUDLOW SCHOOL COMMITTEE

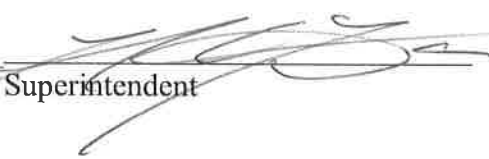
  
Chairman

  
Vice Chairman

  
Secretary

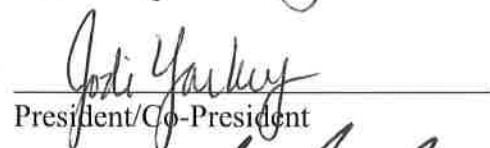
  
Member

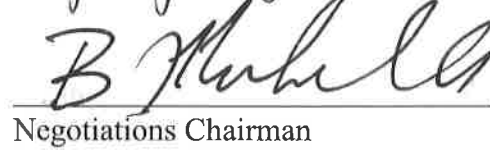
  
Member

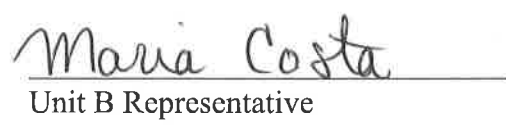
  
Superintendent


LUDLOW EDUCATION ASSOCIATION

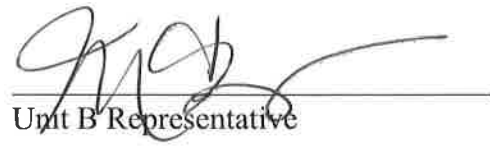
  
President/Co-President

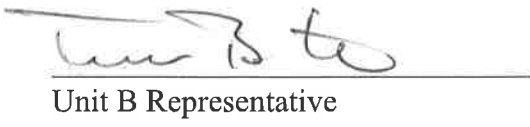
  
President/Co-President

  
Negotiations Chairman

  
Unit B Representative

  
Unit B Representative

  
Unit B Representative

  
Unit B Representative

  
Unit B Representative

\_\_\_\_\_  
Unit B Representative

**UNIT B ADMINISTRATORS  
FY 2023 - FY 2025  
SALARY SCHEDULE**

**FY2023      1.00%**

*Athletic Director  
Director Early Childhood  
Guidance Director  
SPED Supervisor*

*Assistant Principal*

Steps	<i>Assistant Principal</i>			<i>Athletic Director Director Early Childhood Guidance Director SPED Supervisor</i>			
	w/o Cags	w/Cags	EdD/PhD	w/o Cags	CMAA	w/Cags	EdD/PhD
	<b>AD only</b>						
1	\$ 96,090	\$ 99,667	\$ 103,244	\$ 96,090	\$ 98,181	\$ 99,667	\$ 103,244
2	\$ 98,582	\$ 102,159	\$ 105,736	\$ 98,582	\$ 100,636	\$ 102,159	\$ 105,736
3	\$ 101,136	\$ 104,714	\$ 108,292	\$ 101,136	\$ 103,152	\$ 104,714	\$ 108,292
4	\$ 103,753	\$ 107,330	\$ 110,659	\$ 103,753	\$ 105,729	\$ 107,330	\$ 110,659
5	\$ 106,437	\$ 110,014	\$ 113,591	\$ 106,437	\$ 108,374	\$ 110,014	\$ 113,591
6	\$ 109,098	\$ 112,764	\$ 116,431	\$ 109,098	\$ 111,083	\$ 112,764	\$ 116,431

**FY2023      1.00%      210 Days**

*Athletic Director  
Director Early Childhood  
Guidance Director  
SPED Supervisor*

*Assistant Principal*

Steps	<i>Assistant Principal</i>			<i>Athletic Director Director Early Childhood Guidance Director SPED Supervisor</i>			
	w/o Cags	w/Cags	EdD/PhD	w/o Cags	CMAA	w/Cags	EdD/PhD
	<b>AD only</b>						
1	\$ 80,394	\$ 83,387	\$ 86,379	\$ 80,394	\$ 82,144	\$ 83,387	\$ 86,379
2	\$ 82,479	\$ 85,472	\$ 88,464	\$ 82,479	\$ 84,198	\$ 85,472	\$ 88,464
3	\$ 84,616	\$ 87,609	\$ 90,603	\$ 84,616	\$ 86,303	\$ 87,609	\$ 90,603
4	\$ 86,805	\$ 89,798	\$ 92,583	\$ 86,805	\$ 88,458	\$ 89,798	\$ 92,583
5	\$ 89,051	\$ 92,044	\$ 95,036	\$ 89,051	\$ 90,671	\$ 92,044	\$ 95,036
6	\$ 91,277	\$ 94,345	\$ 97,412	\$ 91,277	\$ 92,938	\$ 94,345	\$ 97,412

**UNIT B ADMINISTRATORS  
FY 2023 - FY 2025  
SALARY SCHEDULE**

**FY2024      2.00%**

***Athletic Director  
Director Early Childhood  
Guidance Director  
SPED Supervisor***

***Assistant Principal***

Steps	<i>Assistant Principal</i>			<i>Athletic Director Director Early Childhood Guidance Director SPED Supervisor</i>			
	w/o Cags	w/Cags	EdD/PhD	w/o Cags	CMAA	w/Cags	EdD/PhD
	<b>AD only</b>						
1	\$ 98,012	\$ 101,661	\$ 105,309	\$ 98,012	\$ 100,145	\$ 101,661	\$ 105,309
2	\$ 100,554	\$ 104,202	\$ 107,851	\$ 100,554	\$ 102,649	\$ 104,202	\$ 107,851
3	\$ 103,159	\$ 106,808	\$ 110,458	\$ 103,159	\$ 105,215	\$ 106,808	\$ 110,458
4	\$ 105,828	\$ 109,476	\$ 112,872	\$ 105,828	\$ 107,843	\$ 109,476	\$ 112,872
5	\$ 108,566	\$ 112,214	\$ 115,863	\$ 108,566	\$ 110,541	\$ 112,214	\$ 115,863
6	\$ 111,280	\$ 115,020	\$ 118,759	\$ 111,280	\$ 113,304	\$ 115,020	\$ 118,759

**FY2024      2.00%      210 Days**

***Athletic Director  
Director Early Childhood  
Guidance Director  
SPED Supervisor***

***Assistant Principal***

Steps	<i>Assistant Principal</i>			<i>Athletic Director Director Early Childhood Guidance Director SPED Supervisor</i>			
	w/o Cags	w/Cags	EdD/PhD	w/o Cags	CMAA	w/Cags	EdD/PhD
	<b>AD only</b>						
1	\$ 83,642	\$ 86,756	\$ 89,869	\$ 83,642	\$ 85,462	\$ 86,756	\$ 89,869
2	\$ 85,811	\$ 88,925	\$ 92,038	\$ 85,811	\$ 87,599	\$ 88,925	\$ 92,038
3	\$ 88,034	\$ 91,149	\$ 94,264	\$ 88,034	\$ 89,789	\$ 91,149	\$ 94,264
4	\$ 90,312	\$ 93,426	\$ 96,324	\$ 90,312	\$ 92,032	\$ 93,426	\$ 96,324
5	\$ 92,649	\$ 95,762	\$ 98,876	\$ 92,649	\$ 94,335	\$ 95,762	\$ 98,876
6	\$ 94,965	\$ 98,156	\$ 101,348	\$ 94,965	\$ 96,693	\$ 98,156	\$ 101,348



**UNIT B ADMINISTRATORS  
FY 2023 - FY 2025  
SALARY SCHEDULE**

**FY2025      3.00%**

*Athletic Director  
Director Early Childhood  
Guidance Director  
SPED Supervisor*

*Assistant Principal*

Steps	<i>Assistant Principal</i>			<i>Athletic Director Director Early Childhood Guidance Director SPED Supervisor</i>				
	w/o Cags	w/Cags	EdD/PhD	w/o Cags	CMAA	w/Cags	EdD/PhD	
	<i>AD only</i>							
1	\$ 100,952	\$ 104,710	\$ 108,468	\$ 100,952	\$ 103,149	\$ 104,710	\$ 108,468	
2	\$ 103,570	\$ 107,328	\$ 111,086	\$ 103,570	\$ 105,729	\$ 107,328	\$ 111,086	
3	\$ 106,253	\$ 110,013	\$ 113,772	\$ 106,253	\$ 108,372	\$ 110,013	\$ 113,772	
4	\$ 109,003	\$ 112,761	\$ 116,258	\$ 109,003	\$ 111,079	\$ 112,761	\$ 116,258	
5	\$ 111,823	\$ 115,581	\$ 119,339	\$ 111,823	\$ 113,858	\$ 115,581	\$ 119,339	
6	\$ 114,619	\$ 118,470	\$ 122,322	\$ 114,619	\$ 116,704	\$ 118,470	\$ 122,322	

**FY2025      3.00%      210 Days**

*Athletic Director  
Director Early Childhood  
Guidance Director  
SPED Supervisor*

*Assistant Principal*

Steps	<i>Assistant Principal</i>			<i>Athletic Director Director Early Childhood Guidance Director SPED Supervisor</i>				
	w/o Cags	w/Cags	EdD/PhD	w/o Cags	CMAA	w/Cags	EdD/PhD	
	<i>AD only</i>							
1	\$ 86,996	\$ 90,234	\$ 93,473	\$ 86,996	\$ 88,889	\$ 90,234	\$ 93,473	
2	\$ 89,252	\$ 92,490	\$ 95,729	\$ 89,252	\$ 91,112	\$ 92,490	\$ 95,729	
3	\$ 91,564	\$ 94,804	\$ 98,043	\$ 91,564	\$ 93,390	\$ 94,804	\$ 98,043	
4	\$ 93,933	\$ 97,172	\$ 100,186	\$ 93,933	\$ 95,722	\$ 97,172	\$ 100,186	
5	\$ 96,364	\$ 99,602	\$ 102,840	\$ 96,364	\$ 98,117	\$ 99,602	\$ 102,840	
6	\$ 98,773	\$ 102,092	\$ 105,411	\$ 98,773	\$ 100,570	\$ 102,092	\$ 105,411	