

CONTRACT

BETWEEN

THE LUDLOW SCHOOL COMMITTEE

AND

LUDLOW EDUCATION ASSOCIATION UNIT E

August 31, 2022 – August 31, 2025

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ARTICLE I

MANAGEMENT RIGHTS

SECTION 1 – The Committee and the Ludlow Education Association Unit E, for itself and as the representative of the paraeducator 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 instruction program; to control, determine and change the extent to which the properties and facilities under the control of the Committee shall be constructed, remodeled, located, operated, maintained, increased or decreased; to determine, supervise and change all matters pertaining to the transfer of funds, accounting budget, economic and financial policies and procedures, community relations and the organization of the supervisory staff and Paraeducator employees to employ, assign, transfer and promote employees; to suspend or dismiss employees in the manner provided by law; to control and change work and experimental programs, and to select, test, train and determine the ability and qualifications of the employees; to introduce, operate and change new or improved methods, facilities, processes or techniques; to promulgate, distribute, modify and enforce policies and regulations governing use of facilities, operating procedures and health and safety regulations; to limit Paraeducator Unit activities, the distribution of literature and solicitation for money or other purposes during working hours and on the premises under the control or supervision of the Committee, to obtain from Any source and to contract and subcontract for materials, services, supplies and equipment; to determine, establish and change any form of employee benefits in excess of, and in addition to those provided in this agreement and all other rights pertaining to the operation of the Ludlow Public Schools and the establishment and change of conditions of employment not specifically given in this Contract to the Paraeducator Unit or to the employees. 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 Paraeducator Unit 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 unrestricted right of the Committee to control, direct and make changes in the business and affairs pertaining to the Ludlow Public Schools provided however that none of these rights shall be exercised by the Committee contrary to any specific provision of this Contract.

The exercise by the Committee of any of the rights as provided in the Article shall not be subject to the grievance procedure or to arbitration as provided in this Contract except when such action by the Committee is contrary to a specific provision of the Contract.

SECTION 2 – The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. As elected representatives of the citizens of Ludlow, charged with the responsibility for the quality of education in and the efficient and economical operation of the Ludlow Public School System, it is acknowledged that the Committee has a final responsibility of establishing the educational policies of the public schools in Ludlow.

Nothing in this Contract shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee by governing law, ordinances, rules and regulations—municipal, state and

federal.

As to every matter expressly not covered by this Contract, and except as expressly or directly modified by a specific provision of this Contract, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

ARTICLE II

PARAEDUCATOR DEFINED

For the purpose of this Contract a paraeducator is defined as one who, (1) under the direction of the teacher, reinforces lessons already taught by the teacher, informs, gives assistance, and direction to students; (2) will perform duties as assigned by the principal, director, or administrative designee. These duties may include supervision of students in areas including but not limited to: hallways for entrance to school, exit from school or during the hours of school operation; embarking or departing buses; cafeteria supervision and assistance for students as needed; recess either inside or outside of the school building. Duties may also include coverage for planning periods or other classroom coverage as necessary for the safety and supervision of students. The schedule for coverage of duties will be on a rotating basis through all paraeducators not assigned a 1:1 student. The principal or their designees will keep track of the rotation schedule. If a paraeducator covers more than ten (10) times throughout the school year for lunch or recess duty, they will be compensated \$14/hr. over forty (40) minutes provided that the interval for said additional coverage not be less than twenty (20) minutes.

ARTICLE III

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 paraeducator 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, and action of grievance may be initiated by either of the two parties. 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 of this Contract. Grievances may be presented to the immediate supervisor, the building principal, within three (3) working days either of the occurrence of the alleged violation or of the date when such alleged violation was, or reasonably should have been discovered.

- LEVEL ONE: The aggrieved employee shall discuss the grievance directly with his/her immediate supervisor, the building principal.
- LEVEL TWO: If not disposed on Level One to the satisfaction of the aggrieved employee, the paraeducator shall go directly to the Principal, the employee or employees being accompanied, if he/she so desire, by a representative of his/her choice.
- LEVEL THREE: If not disposed of to the satisfaction of the aggrieved on Levels One and Two, the aggrieved employee and the Paraeducator Unit steward or

representative will reduce the grievance to writing and meet with the Superintendent of Schools within ten (10) additional working days after the response by the Principal, and the grievance will be discussed for resolution.

LEVEL FOUR:

If the grievance still has not been disposed of to the satisfaction of the aggrieved employee, the employee must notify the Superintendent of Schools within ten (10) additional working days after the response from the Superintendent of Schools requesting, in writing, to be put on the agenda for the next regular School Committee meeting. If the matter is not resolved to the satisfaction of the aggrieved employee, and if the grievance involves the interpretation or application of the Contract, the Paraeducator Unit may, if it feels the grievance is justifiable, submit the grievance for arbitration as outlined in Arbitration.

Any grievance that does not follow the grievance procedure as set forth above, or if the action required by the aggrieved employee required to process the said grievance within a level, or to present it to the next level in the procedure shall not have been taken within the time specified for processing under this grievance procedure, shall be deemed to have been waived.

ARBITRATION

Any dispute as to the meaning of the Agreement or respecting compliance with its provision which shall not have been satisfactorily settled after having been taken up with the School Committee may be referred to arbitration by either party hereto by notifying the other party hereto in writing within ten (10) days following the School Committee meeting stating the grievance to be arbitrated. Within five (5) days after the date of delivery of the said notice of intention to arbitrate, the parties may mutually select an arbitrator. If the parties are unable to agree on an arbitrator, the parties will, within this same five (5) day period, petition the Federal Mediation and Conciliation Service to submit a panel of Five (5) possible arbitrators. Within five (5) days of receipt of such panel, a representative of the School Committee and Paraeducator Unit shall strike in alternate turns one of the names from the panel list until four (4) names have been so struck, whereupon the arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties. The cost of the arbitrator shall be borne equally by both parties. If either party fails to give timely and proper notice of intention to arbitrate, as provided above, such party shall have no right thereafter to have such matter referred to arbitration. The time limits specified shall be deemed to be exclusive of Saturdays, Sundays and holidays (as recognized in this Contract), and may be extended by mutual agreement of the parties. The decision of the arbitrator shall be finally and conclusively binding upon the parties except for judicial review with respect to the conduct of the arbitrator with respect to full and fair opportunity for both parties to be heard, absence of bias, and proper restraint with respect to both jurisdiction and authority.

ARTICLE IV

WORK YEAR AND WORK DAY

The work year of employees covered by the Agreement will be set by the School Committee. All paraeducators will be notified two weeks prior to the start of the school year of their anticipated starting and ending date of employment in writing. Each regular employee will be allowed a daily duty free lunch

period of thirty minutes except in case of emergency. Each employee will have one (1) ten (10) minute paid unassigned break per day at time determined by the Principal.

Each regular full-time employee will work a minimum of (30) hours per week except in special tutorial situations for 179 days. Modifications to the workday hours may be needed according to the requirements of the position. The specific hours for a position shall be scheduled by the building principal after consultation with the Director of Student Support Services – if needed.

On any day when school is delayed or has an early release due to the weather or an emergency, paraeducators will be paid for a full day's pay. When school is cancelled because of inclement weather or emergency that is not a paid day. Paraeducators shall be paid on any day that school is cancelled because of a Town, State or Federal declaration.

Paraeducators shall be granted a paid holiday in the amount of their regularly scheduled work day, for the following holidays:

- | | |
|---|---------------|
| Columbus Day | Christmas Eve |
| Veterans Day | Christmas Day |
| Thanksgiving Day | New Years Day |
| Day After Thanksgiving Day | Good Friday |
| Martin Luther King Day | Memorial Day |
| Labor Day (only if it falls within the school year) | |

All paid holidays listed in Article V will be put in the calculation of weekly pay at the start of the school year.

Staff Development: Paraeducators shall be granted one (1) paid staff development day for training. This training will take place on the same date as the Professional Development Day for teachers prior to the start of school. On Early Release days, except for the first one in September, all paras may end their day 2 hours early, unpaid, or choose to stay for scheduled Early Release Day Professional Development. Building administrators or district administrators will schedule para PD and all paras choosing to stay for PD will be required to sign in and fill out a time sheet in order to be compensated for 2 hours. PD opportunities will be posted prior to ER days. If less than 50% of paras choose to attend PD on ER days, the PD may be canceled and all paras will be released early, unpaid. If scheduled para training is canceled, those paras who were willing to stay prior to cancellation will be offered GCN or other online training.

Paraeducators will be permitted by teacher request to begin work for the school year one half day prior to the scheduled start date. If an elementary paraeducator works one half day prior to the scheduled start date, or attends the elementary Open House, that paraeducator will be released following the half day of school dismissal time on one of the elementary school conference days. The day for early release will be by mutual agreement between the paraeducator and the principal or building administrator.

Two (2) permanent substitute para educators will be appointed at each school building. These para educator substitutes will not be substituting for teachers. The para educator building substitute will first be utilized in a classroom with an absent para educator. If no para educator is absent, the para educator building substitute will be utilized in a classroom with the highest need. Para educator building substitutes will be paid \$14.25 per hour.

Every attempt will be made to allow paraeducators to meet with teachers during teacher common planning time. Each building principal or administrator will make arrangements to provide any necessary coverage in a manner that is most effective within each building. The paraeducator and/or teacher must make the request in writing to the building principal or administrator regarding the need for the common meeting time.

ARTICLE V

NEGOTIATION PROCEDURE

This contract will continue in full force and effect from the first day of the fiscal 2022 school year to and including August 31, 2025 and shall thereafter automatically renew itself for successive terms of one (1) year unless before sixty (60) days prior to the expiration either the School Committee or the Paraeducator Unit shall have given the other party written notice of its intention to modify or terminate this contract.

By mutual agreement or both parties, this contract supersedes all previous contracts.

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 prorated equally from the effective date of employee authorization to the end of the school year.

ARTICLE VI

USE OF SCHOOL FACILITIES

The Paraeducator Unit may use school buildings for meeting without cost at reasonable times. The Building Principal's approval for use of the building must be obtained prior to the date of any meeting.

ARTICLE VII

COPIES OF AGREEMENT

The Committee agrees to provide copies of the Agreement to each member of the Paraeducator Unit each time the Agreement is renegotiated.

ARTICLE VIII

ASSIGNMENTS

Each paraeducator shall be notified of their assignment for the ensuing year when it has been determined, but no later than two (2) weeks prior to the start of the school year.

“Modifications” to assignments within a school may be made by the building principal on an “as needed” basis to support the instructional program. However, in the event a 1:1 or shared para’s students IEP accommodations change during the course of a school year, the preference shall be that the 1:1 or shared para’s position should be utilized to fulfill the student’s new IEP accommodations before said para is utilized elsewhere.

In the event of an involuntary transfer, the convenience and wishes of the individual will be considered to the extent that these do not conflict with the best interests of the children of the school system. When involuntary transfers are necessary, the employee’s area of competence, field of study, if applicable, quality of performance, and length of service in the bargaining unit will be considered in determining which employee will be transferred. Employees being involuntarily transferred will be transferred only to a comparable position, if possible.

An involuntary transfer will be made only after a meeting between the employee involved, the Director of Special Education, and the association, if the employee requests, at which time the employee will be notified for the reasons for the transfer.

If paraeducators cover classes on an emergency basis as determined by the building principal, they will not receive a deduct day on the paraeducators’ seniority list. An emergency is defined as an “uncovered classroom”, a classroom with no teacher present. Before requiring a paraeducator to cover a class during an emergency, the principal, will have explored all other options for coverage.

When it becomes necessary for a paraeducator to cover a class in the absence of a teacher, the following procedure shall be used:

1. A paraeducator will only be asked to cover a class under the same terms as stated in Article IX, third paragraph.
2. A paraeducator shall have the right to refuse to cover a class.
3. The paraeducator who would normally be in the class that needs coverage will be the first offered.
4. In all other cases, the coverage will be done on a rotating basis starting with the most senior paraeducator. If a paraeducator refuses it will be as if they accepted and will not be asked until the rotation is complete.
5. The building representative along with the building principal will keep track of the rotation list.
6. Para covering for teacher doesn’t get scheduled prep – but administration is encouraged to allow for the scheduled prep period when feasible.
7. Para covering for inclusion teacher gets teacher coverage pay.

Any para educator covering a classroom in the absence of a Teacher will be paid \$20.00 per 45 minute class period over and above their regular rate up to a maximum equal to that paid to substitute

teachers. Coverage for a lesser interval would be pro-rated according to the following scale: 15 minutes - \$6.67, 30 minutes - \$13.33.

ARTICLE IX

EMPLOYMENT LIST

1. The Paraeducator Unit will be supplied with a list of all paraeducator personnel. This list will contain date of employment, current assignment, address and telephone number. Names and addresses of newly employed paraeducators shall be provided to the Paraeducator Unit following their appointment by the Committee. Said list will be given to the local President and the Paraeducator Unit office three times a year: September, January and May.
2. When two Paraeducators have the same seniority date, the Paraeducator with the most formal education will be deemed the most senior.

ARTICLE X

SICK LEAVE

Paraeducators will be entitled to a maximum of fifteen (15) sick days per school year. Said days will be credited to each employee after their first full day of reporting to work. Sick days may be accumulated up to a maximum of two hundred forty (240) days. When an employee retires or dies while employed they or their estate will be paid \$30.00 a day for all unused sick days up to two hundred forty (240) days.

A paraeducator may utilize their available sick time for the care of a sick child or spouse. A paraeducator has the option of taking sick time in ½ day increments. A ½ day shall be calculated as three (3) hours. When absences of three (3) or more consecutive school days occur because of disability, the committee may require a physician's certificate.

A Sick Leave Bank for the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification, is hereby established as of the ratification of this Agreement exclusively for the use of this bargaining unit. Participation by members of the Para educators' unit shall be mandatory, and each employee shall be assessed one (1) day of her/his annual and/or accumulated sick leave. New members of the bargaining unit shall be assessed one (1) day of their annual and/or accumulated sick leave as of the day they enter the unit. Said days are to be "deposited" in the Sick Bank. Unused days in the Sick Bank shall carry over from year to year. Should the number of days in the Sick Bank reach the level of twenty (20) days or less, then each employee in the unit shall be assessed one (1) day of her/his annual and/or accumulated sick leave as of the day of the next calendar month. Said days are to be "deposited" in the Sick Bank. In the event the employee has no annual and/or accumulated sick leave at the time of said assessment, the employee shall be assessed the amount of days owing to the Sick Bank the following July 1st.

Subject to the provisions of this article, each employee, following a maximum of fifteen (15) working days' waiting period, may be granted by the Sick Leave Bank Committee a maximum of fifteen (15) working days per year from the Bank. If days are granted, they shall cover retroactively the waiting

period.

The Sick Leave Bank shall be administered by the Sick Leave Bank Committee, which will be made up of two (2) appointees of the Association and one (1) secondary Administrator. The Sick Leave Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Sick Leave Bank consistent with this article. All decisions by the Sick Leave Bank Committee shall be by three (3) affirmative votes, and all decisions by the Sick Leave Bank Committee shall be final and binding and not be subject to grievance and/or arbitration.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

- A. LEAVES OF ABSENCE WITH PAY: Paraeducators will be entitled to the following temporary leaves of absence, with pay, each school year:
1. Death in the Family: If death occurs in the family of a regular employee and is that of father, mother, spouse, domestic partner, child, grandchild, brother, sister, or parents-in-law, step parents, step siblings, or step children, the employee shall receive up to a maximum of five (5) days off with pay, provided that all such days lost are the employee's regular working days. In the case of the death of a spouse, domestic partner, or child, the Paraeducator 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 or personal days to which the employee may be entitled. Such a request must be made to the Superintendent as soon as possible under the circumstances. No allowance with pay shall be granted for days previous to that on which the death occurs. Grandparents, spouse's grandparents, brother-in-law, sister-in-law, uncle, aunt, first cousin, niece or nephew, the employee shall receive (2) days off with pay providing the funeral is on the scheduled working day.
 2. Personal Day: Three (3) cumulative personal days per year for which no reason need be provided. This personal day shall not be taken before or after a vacation period or holiday without the approval of the Superintendent. Para educators who do not use their personal days in the year that they are earned, may accrue their unused personal days, up to a maximum of six (6) days.
 3. Maternity Leave: Maternity leave shall be in conformance with federal and state statute.
 4. Jury Duty: For jury duty on scheduled work days, paraeducators shall be paid the difference between their pay and jury pay, if any.
 5. Hundredth Day: Paraeducators who are present at work for one hundred (100) consecutive work days, exclusive of holidays, vacations, Jury Duty and bereavement days for immediate family, will be granted one "100th day" with pay. The 100 days must be verified by the Central Office. It is understood that this one hundredth day cannot be used to extend a vacation period, to extend a holiday weekend, or during the last two (2) weeks of school. The desired date must be approved by the building principal, and written notification to the Superintendent is required at least one week in advance of the hundredth leave date desired. The hundredth day must be taken in the year in which it is earned and may not be accumulated unless it is earned after April 1st, and then it will be carried over to the following year.
 6. Excused Leaves: Any building representative or para representative who represents a paraeducator for a grievance or personal school matter during school hours shall not suffer any

loss of pay.

- B. LEAVES OF ABSENCE WITHOUT PAY: Paraeducators will be entitled to the following leaves of absence without pay, each school year.
1. All leaves of absence requests shall be submitted in writing to the School Principal prior to the date requested. This request shall state the reason for the request and precise period of time for which the leave is being requested.
 2. A leave of absence without pay, not exceeding ninety (90) days may be granted to employees for illness. Such leave may extend upon written statement from a doctor as to the reason the leave should be extended. The paraeducator upon return shall be placed in their previous position or a similar position without loss of pay or hours.
 3. A leave of absence, without pay, may be granted to a paraeducator for legal proceedings involving the paraeducator. Documentary proof of such proceedings may be required by the School Committee.
 4. All requests for unpaid leaves of absence are subject to the discretion of the Ludlow School Committee to address illness or legal proceedings. In addition, there may be other extenuating circumstances wherein the administration may grant an unpaid leave of absence. It is clear, however, that there is no other circumstance described in Section B that allows a para educator to absent himself/herself from work without pay. Employees who fail to abide by this interpretation will face disciplinary action, up to and including dismissal.

ARTICLE XII

INSURANCE COVERAGE

Paraeducators who work at least twenty (20) hours a week are eligible to participate in the town's group insurance program on the same terms and conditions as all other town employees.

Medical and hospitalization insurance of the type presently available for individual or family coverage, whichever applies in the particular case. Medical and hospitalization insurance will be provided via a single vendor. Blue Cross/Blue Shield, and a BlueCross/Blue Shield-Dental Blue dental plan will be provided, the latter of which cost will be shared equally between the employee and the Town of Ludlow. The costs for the following types of insurance coverage will be paid by the Town of Ludlow for each Paraeducator electing to sign up for the health insurance;

2019-2020 = 81%

2020-2021 = 81%

2021-2022 = 78%

ARTICLE XIII

LONGEVITY

1. New Hires: Beginning with the 1997-1998 school year and thereafter, any paraeducator with the following years of continuous service as a paraeducator will receive payment as follows:

5 years = \$475.00
10 years = \$800.00
15 years = \$1,050.00
17 years = \$1,175.00
20 years = \$1,300.00

ARTICLE XIV

VACANCIES – JOB POSTING

1. When a vacancy occurs or there is a new job opening, notification of the vacancy shall be posted in each school for two (2) weeks. All postings will be sent from Central Office to the Paraeducator Unit President and Building Representatives. A vacancy to be filled shall be posted within ten (10) working days of the occurrence of the vacancy. The posting shall include the name of the school, title of the position, duties and work schedule. The awarding of the vacancy will be determined by the building principal as required by the Education Reform Act of 1993 and the subsequent decisions of the appeals court of Massachusetts. Should the wording change, either through the laws of the Commonwealth of Massachusetts or by the courts, our contract will also change accordingly. Application for vacancies shall be within classification, as described in Article I. If a paraeducator can substantiate the qualifications required for a different classification, the application shall be considered. In all cases, where qualification is substantially equal, appointments shall be made as stated above.
2. Issue on BIDDING. There will be no deadline for “bidding” for “NEW” positions during a school year. If vacancies occur during the school year, they will be filled on a temporary basis for the remainder of the school year. These new positions will be “Posted”, so all paraeducators have a chance to apply for the permanent positions and “bidding” can occur over the summer without negatively affecting the students. A paraeducator may “bid” and is awarded a new position no more than “twice a year”. The only exception during the school year will be to allow a part-time paraeducator the opportunity to apply for a full-time position, but only for the remainder of the school year.

ARTICLE XV

LAYOFF AND RECALL

1. When paraeducators are laid off, they have the right to replace the least senior paraeducator with the same or more hours, except bilingual paraeducators unless qualified in this unit.
2. A full-time paraeducator has the right to bump the least senior full-time paraeducator. A part-time paraeducator has the right to bump the least senior part-time paraeducator.
3. Management retains the right of assignment once the more senior paraeducator has exercised their right to bump in writing. To be eligible for recall a paraeducator must have worked one (1) full year as a paraeducator for the Ludlow Schools and will then have recall rights for one (1) year from the date of layoff. Paraeducators will be recalled on the basis of seniority. There will be a seniority list containing the names of all paraeducators. In cases where seniority within the system is identical, the decision on recall will be based on the Superintendent of Schools evaluation of the formal education of the individuals involved. If a Paraeducator can substantiate the qualifications required for a

different classification, the applicant shall be considered. In all cases, where qualification is substantially equal, appointments shall be made on the basis of seniority within the system.

ARTICLE XVI

DISCHARGE

In the event that an employee shall be discharged, the School Department will within three (3) working days following the discharge, send notice of such discharge to the Paraeducator Unit.

ARTICLE XVII

VACATIONS

Employees will be entitled to the following vacation schedule:

- (1) New Hires: Beginning with the 1997-1998 school year and thereafter, paraeducators will be entitled to:
 - After 1 year of continuous service.....1 week vacation
 - After 3 years of continuous service.....2 weeks' vacation
 - After 5 years of continuous service.....3 weeks' vacation

Pay for vacations will be given according to the following schedule:

1. Those employees entitled to one (1) week of paid vacation will receive (1) week's vacation pay during the Christmas closing of the schools.
2. Those employees entitled to two (2) weeks of paid vacation will receive the second week's vacation pay during the February school vacation period.
3. Those employees entitled to three (3) weeks of paid vacation will receive the third week's vacation pay during the April school vacation period.
4. Additional pay will not be made for holidays that fall within vacation weeks.
5. All paid vacation and holidays listed in Article V will be put in the calculation of weekly pay at the start of the school year.

ARTICLE XVIII

SALARY SCHEDULE

1. Salaries shown in the schedules listed for each school year shall be paid in full in bi-weekly installments between the first day of the school year and June 30. A per diem pay will be deducted for any unexcused days. All Employee paychecks will be Direct Deposited.

2. In the rare occurrence that a paraeducator is required by the building principal to work an extra day or to participate in a structured meeting or planned activity, or required trainings that extends beyond the scheduled work day, then the paraeducator may submit a time sheet for the additional time worked.
3. Paraeducators with prior paraeducator work experience will be placed on the step reflecting their actual instructional work experience and will advance 1 step on the salary schedule each year at the discretion of the Superintendent.
4. Paraeducators will advance one (1) step on the salary schedule on the first day of the new school year provided that at least ninety (90) days of actual work has been performed during the prior school year.
5. Paraeducators will have the option to be paid on a twenty six (26) week basis
6. Three (3) year contract salary schedule as follows:
 - 1.0% in 2022-2023 year
 - 2.0% in 2023-2024 year
 - 3.0% in 2024-2025 year
7. The following positions will receive a wage differential of \$1.50/hour in FY '20; \$ 1.75/hour in FY '21; and \$2.00/hour in FY '22 and each year thereafter: Differentials will be determined by sped supervisors/administrators based on student need.
 - a. SIP para educators that work in the substantially separate SIP classes
 - b. Intensive Autism/ABA Lab paraeducators
 - c. Life Skills paraeducators
 - d. Para educators for the visually impaired students
 - e. Student Support Para educators

Additionally, a paraeducator who substitutes for one in the above specified positions or works the extended year program in the above specified positions will be compensated as per contract wage differential.

8. All Individuals, regardless of whether or not they receive a wage differential, who regularly perform the duties of toileting, diapering, personal care, or mechanical or physically lifting students for toileting purposes, will receive a stipend in the amount of \$400 per year. Daily Log Forms must be completed and returned to the Special Education Supervisor at the end of the school year. These log sheets will be made available in each of the schools main office. The stipend will be pro-rated as such;

- 90+ days, receive full stipend
- 45-89 days, 50% of stipend
- 25-44 days, 25% of stipend

ARTICLE XIX

EVALUATION PROCEDURE

Evaluation procedures have been established by Paraeducator Unit and School committee- refer to

Guidelines for Evaluation.

LUDLOW PUBLIC SCHOOLS PARA EDUCATOR EVALUATION GUIDELINES FOR EVALUATION

1. The evaluation will be conducted twice a year (one time by Dec. 15th, one time by May 15th) for the first three years of permanent employment (not a substitute or interim position) as a para educator in the Ludlow Public Schools.
2. The evaluation will be conducted one time a year (by May 15th) following the completion of three years of employment, beginning year four, as a para educator hired in a permanent position (not a substitute or interim position) in the Ludlow Public Schools.
3. The evaluation will be based on a reasonable standard of classroom observation. A scheduled observation is not required.
4. The evaluation will be completed by the building principal, director, or administrative designee. The principal, director, or designee may solicit feedback about the para educator's performance from the primary classroom teacher but the evaluation may not be based solely or primarily on the teacher comments.
5. There will be a formal, scheduled conference for review of the evaluation information on a date agreed upon by the administrator and para educator.
6. There will be space on the evaluation for para educator comment or the comments may be attached to the evaluation form.
7. The evaluation tool will be reviewed by this same committee in one year.

ARTICLE XX STAFF PROTECTION

Staff shall be required to report any case of assault on staff in connection with their employment to the principal and superintendents of schools. The superintendent shall acknowledge receipt of such report.

The alleged assault will be promptly investigated by the staff's principal and the Superintendent of Schools.

In either cases (pupil or non-pupil adult) the Superintendent will comply with any reasonable written request from the staff for information in its possession relating to the incident or person involved.

If a staff person is verbally or physically assaulted or a battery is committed on such staff during the workday and such staff feels that he/she cannot perform his/her professional duties, such staff will have the ability to remove himself/herself from work on the day of the event for all or a portion of the remainder of that day without loss of pay or use of sick leave.

ARTICLE XXI

TERM OF AGREEMENT

The Ludlow School Committee and the Ludlow Paraeducators Association, Local 566-New England Joint Board, agree that all of the language and benefits components of the recently negotiated contract will go into full force and agreement beginning in the 2022-2023 school year and will remain in effect through August 31, 2025.

Ludlow Paraeducators

Nancy Raymond
Representative

Jodi Yukew

Kelley Freen

Lynn Davis

Ludlow School Committee

[Signature]
Superintendent

[Signature]
Chairperson

[Signature]
Vice-Chairperson

[Signature]
Secretary

[Signature]
Member

[Signature]
Member

Date Signed: 7/28/22

Ludlow Para Salary Scale

		Step	FY23:	FY24:	FY25:
		1st year hires	no differential	1.00	17.88
2.00	18.83			19.21	19.79
3.00	19.93			20.33	20.94
4.00	21.02			21.44	22.08
5.00	21.65			22.08	22.74
6.00	22.29			22.74	23.42
7.00	22.62			23.07	23.76
8.00	23.30			23.77	24.48
with differential	1.00		20.05	20.45	21.06
	2.00		20.99	21.41	22.05
	3.00		22.10	22.54	23.22
	4.00		23.19	23.65	24.36
	5.00		23.81	24.29	25.02
	6.00		24.45	24.94	25.69
	7.00		24.79	25.29	26.05
	8.00		25.46	25.97	26.75

		Step	FY23:	FY24:	FY25:
		4th - 5th year	no differential	1.00	n/a
2.00	n/a			n/a	n/a
3.00	n/a			n/a	n/a
4.00	22.11			22.55	23.23
5.00	22.77			23.23	23.93
6.00	23.44			23.91	24.63
7.00	23.79			24.27	25.00
8.00	24.50			24.99	25.74
with differential	1.00		n/a	n/a	n/a
	2.00		n/a	n/a	n/a
	3.00		n/a	n/a	n/a
	4.00		24.39	24.88	25.63
	5.00		25.05	25.55	26.32
	6.00		25.72	26.23	27.02
	7.00		26.08	26.60	27.40
	8.00		26.78	27.32	28.14

		Step	FY23:	FY24:	FY25:
		2nd - 3rd year	no differential	1.00	n/a
2.00	19.31			19.70	20.29
3.00	20.44			20.85	21.48
4.00	21.56			21.99	22.65
5.00	22.21			22.65	23.33
6.00	22.87			23.33	24.03
7.00	23.21			23.67	24.38
8.00	23.90			24.38	25.11
with differential	1.00		n/a	n/a	n/a
	2.00		21.53	21.96	22.62
	3.00		22.66	23.11	23.80
	4.00		23.78	24.26	24.99
	5.00		24.43	24.92	25.67
	6.00		25.09	25.59	26.36
	7.00		25.43	25.94	26.72
	8.00		26.12	26.64	27.44

		Step	FY23:	FY24:	FY25:
		6th+ years	no differential	1.00	n/a
2.00	n/a			n/a	n/a
3.00	n/a			n/a	n/a
4.00	n/a			n/a	n/a
5.00	n/a			n/a	n/a
6.00	24.02			24.50	25.24
7.00	24.38			24.87	25.62
8.00	25.11			25.61	26.38
with differential	1.00		n/a	n/a	n/a
	2.00		n/a	n/a	n/a
	3.00		n/a	n/a	n/a
	4.00		n/a	n/a	n/a
	5.00		n/a	n/a	n/a
	6.00		26.36	26.89	27.70
	7.00		26.72	27.25	28.07
	8.00		27.44	27.99	28.83

COLA		
FY23	1%	
FY24	2%	
FY25	3%	

Longevity		
5 years	\$	475.00
10 years	\$	800.00
15 years	\$	1,050.00
17 years	\$	1,175.00
20 years	\$	1,300.00