

**CONTRACT**

**between the**

**HUDSON SCHOOL COMMITTEE**

**and the**

**HUDSON PARAEDUCATORS ASSOCIATION**

**September 1, 2022 –August 31, 2025**

<p><b>AGREEMENT</b> <b>between the</b> <b>HUDSON SCHOOL COMMITTEE</b> <b>and the</b> <b>HUDSON PARAEDUCATORS ASSOCIATION</b></p>
--

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Hudson School Committee (hereinafter referred to as the "Committee" or "the Employer" and the Hudson Paraeducators Association (hereinafter referred to as the "Association"). In consideration of the mutual promises herein contained, the Committee and the Association do hereby agree as follows:

**ARTICLE I - RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of a collective bargaining agreement, and any questions arising there under, the Committee recognizes the Hudson Paraeducators Association as the sole and exclusive bargaining agent and representative of all employees employed as Paraeducators, , (hereinafter referred to collectively as "Employees" or "Paraeducators"), excluding all other employees of the Hudson Public Schools.

**ARTICLE II - NO STRIKE CLAUSE**

No Paraeducator shall engage in, induce, or encourage any strike, work stoppage, slowdown, or concerted effort to withhold service.

**ARTICLE III - GRIEVANCE PROCEDURE**

**Definitions:**

1. "Grievance" - A grievance is a dispute involving the meaning, interpretation or application of this Agreement.
2. "Business Day" - During the school year, this term shall mean any day on which school is in session. During the summer recess, this term shall mean any day on which the Office of the Superintendent of Schools is open for business. Every effort will be made to resolve any grievance that is filed in June before the close of the school year.

**STEP 1:** The grievance shall be presented by a written statement of the grievance to the Principal or Director of Curriculum Assessment and Student Services or their designee within seven (7) business days after the grievant either knew or reasonably should have known of the event upon which the grievance rests and said writing shall specify the sections of the contract involved and the relief sought. An answer in writing shall be given within seven (7) business days after the presentation of the grievance. If there is no answer, the grievance is deemed denied.

**STEP 2:** If the grievance is not settled at Step 1, it may be submitted, in writing, to the Superintendent, or the Superintendent's designee, within seven (7) business days of the Step One answer. An answer, in writing, will be given within seven (7) business days of the presentation of the grievance. If there is no answer, the grievance is deemed denied.

**STEP 3:** If the grievance is not settled at Step 2, it may be submitted in writing to the School Committee within seven (7) business days of the Step 2 answer. The Committee shall confer with the grievant and/or the appropriate representative of the Association, if any, at an executive session at the next scheduled regular meeting of the School Committee. An answer in writing will be given within seven (7) business days of said meeting. If there is no answer, the grievance is deemed denied. The School Committee shall not consider matters outside its jurisdiction under the Massachusetts Education Reform Act of 1993, such as appointment of a Paraeducator to a position or Paraeducator discipline. If such disputes are not resolved at Step 2, the Association may proceed directly to Step 4.

**STEP 4:** If the grievance is not settled at Step 3, it may be submitted, within seven (7) business days, to arbitration in accordance with the voluntary arbitration rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon all parties if supported by substantial evidence and in conformity with the contract. Any grievance hereunder which is not presented within the foregoing procedures is deemed waived and may not be submitted to arbitration.

The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement. No arbitrator shall set aside an action of the School Committee, the Superintendent and/or a Principal involving the exercise of judgment in the interpretation and application of any of the provisions of this Agreement unless the Association establishes that there was no reasonable basis for such judgment and the arbitrator shall be subject to the principle that there are no restrictions intended on the rights or authority of the Committee, the Superintendent and /or the Principal(s) other than those expressly set forth in this Agreement. Each grievance shall be separately processed in any arbitration proceeding unless the parties otherwise agree. The decision of the arbitrator, if within the scope and power of the arbitrator under the specific provisions of this Agreement, shall be final and binding upon the Committee, the Association, and the Paraeducator(s) involved in the grievance.

The cost for the services of the arbitrator, including per diem expenses, if any, will be borne equally by the Committee and the Association.

**General Provisions:**

1. Provided the parties agree, Steps 1 or 2 of the grievance procedure may be bypassed and the grievance brought directly to Step 3.
2. No reprisal of any kind will be taken by the Committee, school administration, or the Association against any employee because of his/her participation or non-participation in this grievance procedure. There will be no reprisal against any employee for filing a grievance.
3. The Committee and the Association will cooperate with each other in the investigation of any grievance and further, will furnish each other with such information as is required by law. The confidentiality of information will be observed by both the Committee and the Association, except if disclosure of such information is deemed necessary to conduct the investigation.
4. The Association shall have the right to use in its presentation at any level of this grievance procedure, any representation or representative of its own choosing, pursuant to law.
5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. Should the Committee or the administration require grievance meetings to take place during scheduled work time of employees, the employees involved in any such meetings shall not lose pay.

#### **ARTICLE IV - SALARY SCHEDULE**

**Salary:** The Salary Schedule is set forth in Schedule A.

**Placement on the Salary Schedule:** Initial placement on the salary schedule shall be made by the Superintendent of Schools.

**Lump Sum:** Effective September 1, 2015: Paraeducators shall receive the payments due in July and August in a lump sum at the close of the academic year. These checks will be subject to all normal withholding which will be handled by the Town Treasurer. Such lump sum payment shall be made on the last payday in June.

**Direct Deposit:** All Paraeducators shall accept their paychecks through direct deposit to account(s) designated by the Paraeducator.

#### **ARTICLE V - PERSONNEL FILES**

One official personnel file shall be maintained for each Paraeducator at the Superintendent's office, in addition to other files that relate to the prior and current school years that may be kept in the building in which the Paraeducator serves. Access to the files shall be restricted to those personnel designated by the Superintendent of Schools.

Each official personnel folder shall contain a completed application form, copies of appropriate medical records, letters of employment, assignment, or transfer actions, and other documents of a personnel nature relative to the Paraeducator.

Paraeducators will receive a copy of any materials which are in their personnel files, at no charge, within five (5) business days of their request. Should an Paraeducator wish to place a response to an item in the

file, they may do so by forwarding the item they wish to be placed in the file to the Superintendent of Schools or his designee within ten (10) business days of receipt of the documents to which he/she is responding.

A Paraeducator may review their own personnel file upon written request at any time during which the Central Administration Office is open, provided that the Superintendent or designee is available. If immediate access is not a possibility, an opportunity for the Paraeducator to review their personnel folder will be scheduled within two (2) business days of the initial request.

No materials derogatory to the conduct, service, character or personality of any Paraeducator will be placed in his/her personnel file unless the Paraeducator has had the opportunity to review the material. The Paraeducator must acknowledge that they had the opportunity to review such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Paraeducator will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

## **ARTICLE VI - WORKING SCHEDULE, DUTIES & RESPONSIBILITIES**

**Work Week:** Full Time Paraeducators will work a thirty-three (33) hour week, inclusive of a duty-free lunch period. Part-Time Paraeducators will work less than a thirty-three (33) hour week inclusive of a duty-free break as required by statute. Part-time Paraeducators and District Administration will work together in good faith to accommodate the part-time para's schedule with regard to professional development. If professional development occurs on a day/time that the Paraeducator is not regularly scheduled to work, and the Paraeducator is available at that time to attend, they shall be compensated at their regular hourly rate for that time.

**Work Year:** The work year for full-time Paraeducators will be one hundred eighty-three (183) days, including full and half-day in-service days, consistent with the teachers' work year. On in-service days and half-days, Paraeducators shall work the in-service hours scheduled for that day for their school or the school district in general so that they will be available to participate fully in the in-service workshops.

Elementary and Quinn Middle School Paraeducators will work on the half days of parent conferences, two (2) in the spring, two (2) in the fall for only those hours students are scheduled to be in attendance. Employees will be compensated at their current hourly rate for a full day of work for these 4 days.

Hudson High School Paraeducators will be scheduled to work two (2) half days during finals in the fall and two (2) half days during finals during the spring semester. The Hudson High School principal will work to ensure the schedule provides this time. Should the exam schedule not allow for this time to be awarded, the Employee must be scheduled other time off. Employees will be compensated at their current hourly rate for a full day of work for these 4 days.

Paraeducators will work a half day on the last day of the school year for only those hours students are scheduled to be in attendance. Employees will be compensated at their current hourly rate for a full day of work for this day.

**New Hires:** Newly-hired Paraeducators are obligated to attend an orientation day for new staff and shall be paid at their current hourly rate for the period of required attendance. A minimum of thirty (30) minutes will be scheduled for the Paraeducators Association to meet with new Paraeducators on such day.

Paraeducators will be required to fill out a Special Payment Form, included in their orientation material, and returned to payroll to be compensated.

**Staff Meetings:** Paraeducators will be required to attend one staff meeting for one hour per month. Paraeducators will be compensated for attendance at these staff meetings at their current hourly rate. Payment will be rolled into the employee's salary.

**Communication Time:** Paraeducators will be compensated for an additional one hour of work per month at their current hourly rate for time spent over and above their scheduled work week to be used to communicate with student's liaisons, teachers, or other relevant personnel about student progress, behavior, or educational plan. The Paraeducator will use this time to communicate in a manner they deem appropriate, and will not be required to submit reports to administration. Paraeducators will be compensated at their current hourly rate. Payment will be rolled into the Paraeducators salary.

**Consult Time:** Paraeducators will receive at least thirty (30) minutes per week of consult time to discuss student support services.

**Flexible Scheduling:** Notwithstanding any other provision of this Agreement, whenever a principal and/or Director of Student Services approves and a member of the unit voluntarily agrees, a flexible schedule with respect to both hours and days of work may be implemented so long as the total number of days and/or hours does not exceed the total required for other positions in the bargaining unit. (e.g. Some Paraeducators may start earlier or later and end earlier or later than the regularly scheduled work day). The Executive Board will be notified when this clause is enacted so they may counsel or advise the employee that is a voluntary request.

**Mileage:** Paraeducators assigned to travel between buildings as part of their work day will be reimbursed for mileage at the rate approved by the town for all other employees. In order to receive such reimbursement, the Paraeducator must submit mileage forms as approved by the town on a monthly basis. If the applicable forms for mileage are not submitted prior to the end of the fiscal year in which the travel took place, the Paraeducator shall forfeit his/her opportunity for reimbursement.

**Delayed Openings:** If there is a delay in the opening of school, the delayed opening shall apply to all Paraeducators without loss of compensation.

**Inclement Weather:** On days when school has been canceled for inclement weather, or due to other unforeseen circumstances, Paraeducators are not expected to report to their regular assignment as scheduled.

**Early Dismissal:** If pupils are dismissed early, all Paraeducators are to be released as soon as they have met their necessary responsibilities. It is understood that on days when students are released or not in attendance due to in-service or similar matters, Paraeducators will be assigned responsibilities that may or may not include attending in-service programs. Paraeducators who wish to submit suggestions for in-service programs for a particular year may provide them in writing to the Superintendent no later than October 15.

**Duties and Responsibilities:** At the commencement of employment, each Paraeducator will be given a letter confirming employment. That letter will state the school to which the Paraeducator will be assigned, the identity of the Paraeducators supervisor, and that the duties and responsibilities will be those that are assigned by the supervisor.

**Substitute Teaching:** The Employer recognizes that it is not ideal to remove a Paraeducator from his/her assignment, especially from IEP time, for the purpose of substitute teaching. Therefore, it will not do so except in the event of special circumstances such as non-availability of substitute teachers. If assigned to substitute teach, an employee shall be paid at a rate of \$6.00 per hour in addition to their regular rate of

pay when assigned to substitute for a certified teacher. The Paraeducator will be responsible for submitting the date, length of time and reason for the additional pay on the district approved process. This payment must be approved by the Principal.

**Mandatory Trainings:** All Mandatory trainings for members of the bargaining unit shall occur during the workday. If a mandatory training must occur outside the working hours, the Superintendent shall notify the union with as much notice as possible. Upon notice, the labor management Team will convene prior to the training to discuss potential solutions. Any trainings outside of normal working hours, as approved by a supervisor, will be compensated at the member's regular hourly rate.

## ARTICLE VII - LEAVE DAYS

**Personal Leave:** All Paraeducators may apply for up to two (2) days of leave with pay per school year. Said leave may be taken for any purpose other than vacation, recreation, or other employment and may not ordinarily be used in conjunction with holidays or vacations. Exceptions must be requested and approved in writing by the Superintendent or a designee. Applications for personal leave must be made in writing, except for emergencies, at least three (3) working days prior to taking such leave. At the request of the Superintendent, an applicant shall be required to state the reason for such leave to either the Superintendent or his designee. Part-Time Paraeducators will accrue personal time at a prorated level.

At the end of the school year:

An employee with three (3) remaining unused personal leave days may roll over one (1) unused personal leave day into the next year and one (1) unused personal leave day into their accrued sick leave and one (1) unused personal leave day will be forfeited.

An employee with two (2) remaining unused personal leave days may roll over one (1) unused personal leave day into the next year and one (1) unused personal leave day into their accrued sick leave.

An employee with one (1) unused personal leave day remaining may roll over one (1) unused personal leave day into the next school year.

The employee may have a maximum balance of three (3) personal leave days a year.

**Legal Proceedings:** Time necessary for appearance in legal proceedings connected with the Paraeducators employment in the Hudson Public Schools and/or in other cases where the Paraeducator has been cited as a material witness in a matter involving the Hudson Public Schools shall not be counted as personal leave. This section shall not apply in instances where the Paraeducator is the plaintiff and the Hudson Public Schools the defendant in a legal matter.

**Sick Leave:** The following shall apply:

Sick Leave: Full-time Paraeducators shall be entitled to up to twelve (12) sick leave days each school year during their first three full years of employment. Full-time Paraeducators that have completed three full years of employment shall be entitled to up to thirteen (13) sick leave days each school year. Part-time Paraeducators will accrue sick time at a prorated level. A Paraeducator with ten (10) or more years of full-time service who chooses to transfer to a part time position will maintain full time benefit for Sick Leave Compensatory Benefit. The following shall apply:

**Entitlement** - Applicable sick leave shall be credited at the beginning of the school year. Unused sick days shall continue to accrue from year to year provided that the total accumulation shall not exceed one hundred twenty (120) working days. If an Employee terminates employment before the end of the school year, any sick leave taken in excess of the prorated amount of time worked will be deducted from the Employee's final pay check on a prorated basis.

**Authorization** - Use of sick leave must be authorized by the Principal or supervisor and reported on a Paraeducators weekly time sheet.

**Certification of absences** - The Principal or supervisor may require a medical certification for absences. Injury, illness, or disability self-imposed, or resulting from the use of alcohol or drugs shall not be considered a proper claim for leave.

**Family Illness:** A leave of absence, with pay, not to exceed ten (10) full days in any school year shall be granted in cases of serious illness in the immediate family (Paraeducators spouse, child, significant other, son-in-law, daughter-in-law, brother, sister, parent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or immediate member of the Paraeducators household) with such leave deducted from accumulated sick leave. Appropriate medical evidence will be provided if requested.

**Workers' Compensation:** The employee must report any accident or injury arising out of his/her employment to the building principal or to the nurse immediately or as soon as possible under the circumstances. Any employee disabled by an accident or injury arising out of his/her employment must file for benefits under the Workers' Compensation statutes. While the claim is being processed, the employee may use his/her accumulated sick leave provided that upon receipt of a Workers Compensation payment or lump sum settlement, the employee pays the Town the full amount of said payment or settlement attributable to the period during which the Town of Hudson provided sick leave benefits. Thereafter, said sick leave will be restored to the employee's account equivalent to the amount of the payment provided to the district. Employees who are determined eligible to receive Workers' Compensation may draw from their accrued sick leave during the period of disability to make up the difference between Workers' Compensation benefit and what they would normally receive in wages.

**Sick Leave Bank:** The sick leave bank ("Bank") shall be for the exclusive use of those Paraeducators who have exhausted their annual sick leave. The following provisions apply:

- a. **Membership:** All Paraeducators shall join and be members of the Bank. New hires shall donate one (1) day of his/her annual sick leave in order to fund the Bank. Any member who withdrew a day or days from the Bank the prior school year shall donate a one day (1) day of his/her annual sick leave in order to fund the Bank. The days may accumulate in the Bank without limitation. Should the number of days in the Bank fall below two hundred (200) days at any point in a school year, each bargaining unit member shall donate an additional day. At the conclusion of each school year, each bargaining unit employee may donate up to two (2) of his/her remaining sick days to the Bank.
- b. **Disposition of Days:** The transferred days become the property of the Bank and the donor forfeits any future claim to the days donated.
- c. **Use of Bank by Members:** The days set aside in the Bank will be used to provide members of the Bank extended sick leave at full pay upon exhaustion of their own annual sick leave. No days may be withdrawn from the Bank by a member who has not been a member of the Bank for at least one year. No days may be withdrawn from the Bank for use for any illness other than prolonged illness

or accident of the member of the Bank. Days may not be withdrawn to permit an Employee to stay at home to care for a member in his/her immediate family. Sick days withdrawn from the Bank will be actual working days on which the Paraeducator would have normally been working. Holidays, weekends and vacation days are hereby specifically excluded.

- d. **Administration of Bank:** The Bank shall be administered by a sick leave bank committee of three people designated by the Association. Upon approval of the sick leave bank committee, sick leave days shall become immediately available to the Paraeducator. The initial grant of days from the Bank shall not exceed ten (10) days. Upon exhaustion of the initial grant, the sick leave bank committee may by its affirmative vote extend the grant by up to an additional twenty (20) days.

**Denial of Applications** - Applications may be denied based upon any of the following:

- i. Prior use of personal sick leave
  - ii. Insufficient medical evidence of need
  - iii. Lack of days in the Bank
  - iv. Other factors as the sick leave bank committee may deem appropriate.
- e. Subject to the approval of the Superintendent, an applicant may be required to undergo an independent medical examination, to be funded by the Employer. In instances of disagreement between the sick leave bank committee and the applicant for the use of sick leave bank days, the sick leave bank committee shall make a recommendation to the Superintendent concerning the award. The decision of the Superintendent shall be final and binding, and not subject to appeal or grievance.

**Bereavement Leave:** A maximum of five (5) days leave at any one time may be granted in the event of the death of a Paraeducators spouse, child, significant other, son-in-law, daughter-in-law, brother, sister, parent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or immediate member of the Paraeducators household. One day leave at any one time may be granted in the event of the death of a Paraeducators grandparent or grandparent-in-law, uncle, aunt, niece or nephew. A Paraeducator may request special consideration under this policy in the event of the death of an individual whose special relationship to the Paraeducator necessitates the presence or participation of the Paraeducator at the services. This special consideration cannot be presumed; it must be approved in advance by the Superintendent or his designee.

“Significant other” shall be defined as one adult other than a “blood relative” or an in-law, whom the Paraeducator identifies on a form provided by the employer, as residing in the Paraeducators household with whom the Paraeducator has an emotional, physical and financial relationship similar to that of a married couple but whom the Employee chooses not to marry or cannot legally marry. The two adults involved must share a mutual obligation of support for the basic necessities of life. This definition of significant other applies only to Bereavement Leave.

**Sick Leave Compensatory Benefit:** All Paraeducators who have fifteen (15) or more years of service shall upon retirement or death, receive a Sick Leave Compensatory Benefit of thirty (\$30) dollars per day for up to one hundred twenty (120) days of accumulated sick leave. Retirement for purposes of this paragraph shall mean meeting the eligibility requirements for retirement as defined in General Laws, Chapter 32 (Middlesex County Regional Retirement System).

In order to be eligible for the benefits of this section, an irrevocable letter of resignation for the purposes of retirement must have been given to the Superintendent no later than November 1st of the school year in which they intend to be their last year of service in the Hudson Public Schools.



The Committee shall not be obligated to spend more than ten thousand eight hundred dollars (\$10,800) in a given fiscal year pursuant to this plan.

In the event this amount is insufficient to satisfy the requests of all applicants for a given year, first: applications shall be disqualified in order of inverse date of receipt of their letter of application until the amount is sufficient to pay the applicants. Second: ties will be broken by disqualifying applicants in inverse order of years of employment. Thereafter ties will be broken by lottery. An individual so disqualified shall be freed from the restrictions imposed in his/her letter of resignation and may apply for the benefit pursuant to the terms of this article in another school year.

In the event of death, said situation shall take precedence over the above mentioned procedures. Further, said Sick Leave Compensatory Benefit shall be paid to the employee's estate, regardless of the Paraeducators length of service.

The Sick Leave Compensatory Benefit shall be paid by the August 31st immediately following the completion of the school year which is the applicant's last year of service in the Hudson Public Schools.

Notwithstanding any provision to the contrary in Article VII – Leave Days, the superintendent, in his/her sole discretion, may grant an employee with fifteen (15) years of service or more Sick Leave Compensatory Benefits provided for by Article VII when the Paraeducator expresses after November 1st his/her wish to retire at the end of the current school year. The exercise of the superintendent's discretion shall not be subject to the grievance or arbitration provision in Article 3.

**MTA/NEA Conferences:** Leave to attend MTA or NEA conferences or conventions shall be granted for no more than a total of four (4) days with pay per year for the entire bargaining unit. No more than one (1) employee shall attend any one conference or convention.

**Leave Without Pay:** A leave of absence without pay will be granted to any Paraeducator for the purpose of student teaching, teaching internships, or other like activities as approved by the superintendent. The notice of leave shall be submitted to the Superintendent of Schools no less than two weeks before the leave is to begin and shall include an anticipated return date. Paraeducators returning from this leave of absence shall be restored to their previous or similar position with the same status, pay, length of service credit, and seniority as of the date of their leave.

Paraeducators must complete sixty (60) working days to be eligible for any leave of absence.

#### **ARTICLE VIIA – EXTENDED LEAVES OF ABSENCE**

- A. Military leave will be granted in accordance with the statutes.
- B. Parental Leave
  - 1. Paraeducator who is expecting a child shall be entitled under the provisions of Massachusetts General Laws, Chapter 149, Section 105D, upon request, to a leave of absence without pay, to begin any time between the commencement of the pregnancy and the birth of the child, on the following terms and conditions:
    - a. Said Paraeducator shall notify the Superintendent in writing of their desire to take such a leave, and, except in cases of emergency, shall give such notice at least fourteen (14) calendar days prior to the date on which their leave is anticipated to begin.
    - b. Such leave shall not exceed eight (8) consecutive weeks.

- c. All Paraeducators returning from a parental leave of absence shall be restored to their previous or similar position with the same status, pay, length of service credit, and seniority as of the date of their leave.

Page 9

- d. Paraeducator seeking or already on a parental leave may also request a child-rearing leave without pay in order to remain home with her child for the remainder of the school year.
  - e. The Committee shall recommend to the Town of Hudson that a Paraeducator on parental leave be allowed to continue being covered under any health or medical insurance applicable to employees, provided that said Paraeducator pays the full cost thereof.
2. **Child-Rearing Leave:** A Paraeducator may be granted a leave of absence without pay for the purpose of child-rearing, consistent with Massachusetts General Laws, Chapter 149, Section 105D. Such leave will commence at the arrival of the adoptive or natural child, and last no longer than one (1) school year, nor impact upon two school years. A child-rearing leave may not be combined with a parental leave in such a fashion that the total amount of leave impacts upon more than one school year. In those instances when a parental leave commences on or after May first of a school year, the employee shall be eligible to request a child-rearing leave for the next immediate school year.

#### ARTICLE VIII - EDUCATIONAL INCENTIVES

**Courses at post-secondary institutions:** Paraeducators who have been employed for more than one school year, whether full or part-time, prior to undertaking a course(s) shall be eligible for reimbursement for one-half of the costs of fees and tuitions at a post-secondary institution provided that a request for course(s) approval has been submitted to and approved in advance by the Superintendent or his designee. The amount of reimbursement shall be capped at 50% of the cost of a comparable course(s) at the University of Massachusetts - Amherst. The nature of the course and its relevance to the Employee's job assignment shall be indicated on the course approval form. Reimbursement will be made after credit is received for completion of the course.

A Paraeducator may be required or requested to take a particular course(s) by the Superintendent or his designee to obtain or improve skills needed for employment in the Hudson Public Schools, all fees, tuitions, and costs of texts or materials shall be reimbursed at one hundred percent (100%) of actual costs.

All requests for reimbursement must be submitted for payment or encumbrance by April first of the budgetary year in which the course is taken. If appropriate payment or encumbrance forms are not submitted by June 1st, the Employee shall forfeit his/her opportunity for reimbursement. Reimbursement for courses approved by the Superintendent to be taken in June shall be made in the subsequent fiscal year.

**Workshops and Conferences:** The costs associated with attendance at professional workshops and/or conferences will be compensated to cover tuition fees and mileage, if applicable, provided that a request for approval for attendance has been submitted to and approved in advance by the Superintendent or his designee. Reimbursement is contingent upon submission of proof of payment and mileage prior to the end of the fiscal year in which the attendance occurred. Reimbursement will generally take place within 30 days of receipt of such documentation.

#### ARTICLE IX - OVERTIME AND COMPENSATORY TIME

A Paraeducator shall receive one and one-half hours of compensatory time for each hour they were required to work by the Principal or the Superintendent's designee in excess of forty (40) hours in one week. Applications to use compensatory time must be made in writing at least two days prior to taking such leave, except in emergency circumstances. Every effort must be made to use compensatory time on in-service days that are not pertinent to the Paraeducator. Compensatory time must be taken before the end of the school year in which it is earned.

Paraeducators shall not work more than their regular schedule unless they receive written authorization in advance from their principal. All such additional hours worked that have been so authorized shall be paid at the Paraeducators regular hourly rate of pay up to forty (40) hours per week; time and one half of the Paraeducators regular hourly rate shall be paid for all such hours worked beyond forty (40) hours per week.

#### **ARTICLE X - CHECK-OFF OF ASSOCIATION DUES**

The Employer will deduct from the pay of each Paraeducator for whom the Employer has received a check-off authorization form provided by the Association and executed by the Paraeducator, the Association dues, fees, and assessments in the amounts specified by the Association. The Employer will make the necessary deductions each payroll period and remit the aggregate amount to the Association along with a list of those Paraeducators for whom dues, fees and assessments were deducted. The Association shall give the Employer at least thirty (30) days' notice of any change in dues or of any implementation of fees or assessments.

The Treasurer of the Paraeducators Association shall be notified within 30 days when new employees are hired.

#### **ARTICLE XI - MEDICAL AND LIFE INSURANCE**

All Paraeducators will be entitled to participate in any insurance program offered by the Town of Hudson to School Department employees provided that the Paraeducator satisfies the requirements established by the Town of Hudson for said participation. The Employer's contribution will be in accordance with state law, to the level authorized by the Town of Hudson.

#### **ARTICLE XII - JURY DUTY**

In the event that an Paraeducator is required to perform and does perform jury service, the Employee shall be compensated the difference between compensation received from performance of jury duty service and the Employee's regular salary, provided the Paraeducator furnishes appropriate evidence from the court of such services and has made every effort to schedule such service during a school vacation.

#### **Article XIII - JOB SECURITY**

Paraeducators are employed on a one-year annually renewable basis. At the time of initial employment and annually thereafter, Paraeducators will be given a letter of employment which sets forth the hours and days on which they will be working and their assignment, including the information set forth in Article VI regarding Duties and Responsibilities.

Paraeducators will serve a probationary period of one (1) year from their date of hire.

Between June 15<sup>th</sup> and June 30<sup>th</sup> the Employer will provide the individual with written notice of reasonable assurance of a position, including the information set forth above, to the extent known or anticipated. If a change in circumstances occurs after the first day of school for students through February 1st, Paraeducators will be given sixty calendar days' notice of any reduction in hours or layoff.

Should a change of circumstances occur after February 1st the Paraeducator will be employed for the remainder of the school year.

A Paraeducator that has completed the probationary period may request a part-time schedule for the following school year. This notice shall be provided to the superintendent of schools on or before July 15 prior to the start of the school year. The Superintendent, in their sole discretion, may approve the part-time schedule for the Paraeducator.

B. If a non-probationary Paraeducator is laid-off they will have recall rights for any vacancy, and will be notified of such vacancy by email to their last email of record. Applicants from the recall list will be appointed to said vacancies based on qualifications then seniority. Failure on the part of any Paraeducator to accept a position while on recall shall automatically remove that Paraeducator from the recall benefit for that position only, and such Paraeducator does not otherwise waive recall rights. Paraeducators shall be covered under the recall provision for one (1) year after his/her layoff.

Paraeducators may notify the Director of Student Pupil Services by May 1<sup>st</sup> that they would like to be considered for a different position or placement if there is such an opening in the next school year.

In the event that the district must reduce the number of FTEs in the bargaining unit which results in the creation of a part-time position for the following school year, the least senior person in the bargaining unit shall be reduced to part time.

In the event the district reinstates or creates a full-time position, the reduced Paraeducator shall have first right of refusal for that full time position.

C. The School District agrees that principles of progressive and fair discipline will apply when a non-probationary employee is disciplined:

1. A rule, order, and/or expectation was effectively communicated to the employee and the employee was warned of the consequences of failing to follow the rule, order or expectation (except where conduct is self-evident);

a. A Paraeducator will be given notification (written or verbal) when it is alleged that s/he has violated a rule, order or expectation.

3. A sufficient and fair investigation was conducted timely, thoroughly, and as discreetly as practical.

4. There was sufficient proof that the employee violated the rule, order or expectation regarding their performance or conduct (such that a reasonable person will find the allegation credible);

5. The Paraeducator was provided an opportunity to respond to the allegation and to offer evidence or statements in their defense prior to being disciplined;

6. The discipline imposed was progressive (less severe before more severe) where appropriate; and

7. The discipline imposed was appropriate, fair, and equitable.

#### **ARTICLE XIV – PARAEDUCATOR PROTECTION**

- A. Paraeducators will immediately report, in writing, to the building principal and the Superintendent of Schools, all cases of assault and/or battery on employees in which they are involved in connection with their employment in the Hudson Public Schools. The Superintendent of Schools will forward the report to School Committee. Both the employee and the School Committee will comply with any reasonable request for information relating to the incident.
- B. The Committee will reimburse employees for any clothing or other personal property damaged or destroyed as a result of an assault suffered in the course of their employment, except where reimbursement is obtained from another source. The total cap of reimbursement for the bargaining unit shall be five thousand dollars (\$5,000.00) per year
- C. Health and Safety Committee:
  - 1. A Health and Safety Committee will be established consisting of three (3) representatives appointed by the school committee and three (3) representatives appointed by the associated. The health and Safety Committee will be responsible for advising the Superintendent on issues involving a health and safe environment.
  - 2. Individual concerns regarding matters of health and safety shall, where applicable, be brought to the immediate attention of the building principal.
  - 3. In addition, the Health and Safety Committee is encouraged to create health and safety information programs.

#### **ARTICLE XV –EVALUATION**

The parties agree to establish an Evaluation Committee consisting of two (2) representatives appointed by the Association and two (2) representatives appointed by the School Committee. This Evaluation Committee shall make a recommendation to the parties on or before August 15, 2022, which may be extended by mutual agreement, with the goal to finalize and introduce the process to bargaining unit members by the end of September 2022. This recommendation shall include the evaluation process and protocols.

**Schedule A:**

							<b>3%</b>	<b>Steps 10-20</b>
<b>FY23</b>	<b>1%</b>		<b>FY24</b>	<b>2%</b>		<b>FY25</b>	<b>2%</b>	<b>Steps 1-9</b>
<b>Step</b>	<b>Salary</b>		<b>Step</b>	<b>Salary</b>		<b>Step</b>	<b>Salary</b>	
<b>1</b>	<b>\$24,193</b>		<b>1</b>	<b>\$24,676</b>		<b>1</b>	<b>\$25,170</b>	
<b>2</b>	<b>\$24,919</b>		<b>2</b>	<b>\$25,417</b>		<b>2</b>	<b>\$25,925</b>	
<b>3</b>	<b>\$25,666</b>		<b>3</b>	<b>\$26,180</b>		<b>3</b>	<b>\$26,703</b>	
<b>4</b>	<b>\$26,436</b>		<b>4</b>	<b>\$26,965</b>		<b>4</b>	<b>\$27,504</b>	
<b>5-9</b>	<b>\$27,229</b>		<b>5-9</b>	<b>\$27,774</b>		<b>5-9</b>	<b>\$28,329</b>	
<b>10-14</b>	<b>\$28,319</b>		<b>10-14</b>	<b>\$28,885</b>		<b>10-14</b>	<b>\$29,751</b>	
<b>15-19</b>	<b>\$29,451</b>		<b>15-19</b>	<b>\$30,040</b>		<b>15-19</b>	<b>\$30,942</b>	
<b>20</b>	<b>\$30,629</b>		<b>20</b>	<b>\$31,242</b>		<b>20</b>	<b>\$32,179</b>	

Communication time (10 hours per year) and staff time (10 hours per year) are included in salary amounts above.

Step placement for current members of the bargaining unit beginning on September 1, 2022 is incorporated into this agreement as Appendix A. Any new member of the bargaining unit between the date of execution of this agreement and the end of the 2021-2022 school year will be transferred to the same step number that they were hired at in 2021-2022 for the 2022-2023 school year.

#### ARTICLE XVI – ENTIRE AGREEMENT

Except as otherwise notified in writing by the parties, this Agreement is the entire Agreement as to all matters which were properly subject to collective bargaining and neither the Association nor the Committee is obligated to engage in any further negotiations during the term of this Agreement. Furthermore, as to any matter not specifically covered by the terms of this Agreement, the Committee, Superintendent and Principals may exercise all rights that they have pursuant to state law and the exercise of any such rights shall not be subject to Article III.


In the event that any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, then all other provisions of this Agreement shall remain valid and enforceable to the extent provided by law.

A copy of this Agreement will be provided to each Paraeducator, and copying expenses shall be paid by the Employer.

#### ARTICLE XVII - DURATION

This Agreement is in effect from September 1, 2022 through August 31, 2025 and shall continue to remain in full force and effect until a successor agreement is reached.

**For the Hudson Paraeducators Association:**

  
\_\_\_\_\_  
Laura Walker, President

8, 17, 2022  
Date

**For the Hudson School Committee:**

DocuSigned by:  
  
\_\_\_\_\_  
Michele Tousignant Dufour, School Committee Chair

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date 8/18/2022