

CONTRACT

between the

**HUDSON FEDERATION OF TEACHERS, LOCAL 2263
AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

and the

SCHOOL BOARD

of the

**HUDSON, NH
SCHOOL DISTRICT**

9/1/2009 - 8/31/2013

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CONTRACT
HUDSON FEDERATION OF TEACHERS LOCAL 2263
AND
HUDSON SCHOOL BOARD

ARTICLE I – RECOGNITION, JURISDICTION, DEFINITIONS

A. FEDERATION RECOGNITION

The Hudson School Board recognizes the Hudson Federation of Teachers Local 2263, American Federation of Teachers, AFL-CIO, as the exclusive bargaining agent for all full-time classroom personnel including teachers, paraprofessionals, speech-language pathologists, occupational therapists, physical therapists and nurses, but excluding department heads, guidance personnel and all other employees of the Hudson School Board for the purpose of determining wages, hours and other conditions of employment as required in the Public Employees Labor Relations Law Chapter 273A, Section 1, Sub-section XI.

B. JURISDICTION

The jurisdiction of the Federation shall include those persons who perform the duties or functions of the categories of employees in the bargaining unit.

C. DEFINITIONS

The term "Board" as used in the Agreement means the Hudson School Board.

The term "parties" as used in this Agreement refers to the Board and the Federation as participants in this Agreement.

The term "school" as used in this Agreement means any work location or functional division maintained by the School District.

The term "Principal" as used in this Agreement means the responsible administrative heads of their respective schools.

The term "employee" as used in this Agreement means a person employed by the Board in the bargaining unit as described in Article 1.

The term "Federation Representative" as used in this Agreement means any qualified designee of the Federation.

Whenever the singular is used in this Agreement it is to include the plural.

ARTICLE II - MANAGEMENT RIGHTS CLAUSE

Subject only to the limits stated in this Agreement, the Federation recognizes that the Hudson School District retains the exclusive right to manage its affairs including (but not limited to) the right to determine the means and methods of operation to be carried on, to direct its employees, and to conduct District operation in a safe and most efficient manner. Notwithstanding any other provision in this Agreement, the Board has sole jurisdiction, authority and discretion to layoff speech-language pathologists, occupational therapists and physical therapists, and to contract with individuals, companies or agencies to provide services that otherwise would be provided by speech-language pathologists, occupational therapists and physical therapists employed in this bargaining unit.

ARTICLE III - CONTRACTS

The individual contracts to be used for teachers, professional employees who are not teachers, and paraprofessional employees are set forth in Appendices C1-C4.

The provisions of this contract will be incorporated in the individual and continuing contracts of the teachers.

In the event of a conflict, the provisions of the Agreement between the Hudson School District and the Hudson Federation of Teachers shall take precedence over the individual and continuing contracts.

ARTICLE IV - COMPENSATION

A. SALARIES

(1) The salaries of the members of the bargaining unit will be increased as detailed below and as reflected in Appendix A.

(2) School nurses shall be compensated in the following manner: nurses with at least a bachelor's degree shall be placed on the teachers' salary schedule. Nurses with degrees less than a bachelor's degree shall receive ninety percent (90%) of the bachelor's degree scale.

(3) (a) Steps on Salary Scales. Teachers and paraprofessionals who are not on the top step of their salary scales shall receive no step increase in 2009-10, 1 step increase in 2010-11, 1 step increase in 2011-12, and 1 step increase in 2012-13. In addition, teachers who are employed by the School District during the 2008-09 through 2012-13 school years shall receive an additional 1 step increase at the beginning of the 2012-13 school year if they are not already on the top step of their

salary scale in 2012-13. Beginning with the 2012-13 school year, step 1 of the teacher salary scale shall be deleted, a new top step shall be added to the teacher salary scale, and the steps on the teacher salary scale shall be renumbered accordingly; the new top step shall be 2% higher than the next highest step.¹

b. One-time Payments for Teachers.

i. For 2010-11, teachers who are employed by the School District on the top step of their salary scale during the 2008-09 through 2010-11 school years shall receive a one-time lump sum payment equal to 2% of their top step salary in the 2009-10 school year; the lump sum shall be paid in December 2010, and shall not be added to the salary scale or otherwise included in teachers' compensation in any other year.

ii. For 2011-12, teachers who are employed by the School District on the top step of their salary scale during the 2008-09 through 2011-12 school years shall receive a one-time lump sum payment equal to 2% of their top step salary in the 2010-11 school year; the lump sum shall be paid in December 2011, and shall not be added to the salary scale or otherwise included in teachers' compensation in any other year.

c. One-time Payments for Paraprofessionals.

i. For 2010-11, paraprofessionals who were on the top step of their salary scale in 2009-10 shall receive a one-time lump sum payment equal to 2% of their top step salary in the 2009-10 school year; the lump sum shall be paid in December 2010, and shall not be added to the salary scale or otherwise included in paraprofessionals' compensation in any other year.

ii. For 2011-12, paraprofessionals who were on the top step of their salary scale in 2010-11 shall receive a one-time lump sum payment equal to 2% of their top step salary in the 2010-11 school year; the lump sum shall be paid in December 2011, and shall not be added to the salary scale or otherwise included in paraprofessionals' compensation in any other year.

iii. For 2012-13, paraprofessionals who were on the top step of their salary scale in 2011-12 shall receive a one-time lump sum payment equal to 2% of their top step salary in the 2011-12 school year; the lump

¹ Example #1: Teacher #1 who is on step 1 in 2008-09, will be on step 1 in 2009-10, step 2 in 2010-11, step 3 in 2011-12, and newly renumbered step 4 (formerly step 5) in 2012-13.

Example #2. Teacher #2A who is initially employed by the District with no prior experience at step 1 for 2010-11, will be on step 2 with one year prior experience in 2011-12, and newly renumbered step 2 (formerly step 3) with two years prior experience in 2012-13. If teacher #2B is initially employed by the District with one year prior experience at step 2 in 2012-13, teacher #2B will be on the same step as teacher #2A despite the one-year difference in their experience.

sum shall be paid in December 2012, and shall not be added to the salary scale or otherwise included in paraprofessionals' compensation in any other year.

B. EXTRACURRICULAR ACTIVITY

1. Assignment to extracurricular activity shall be voluntary. If there is no volunteer for Categories II and III listed in Appendix B, the school Principal may assign a teacher to such position for a maximum of one year. A teacher may be involuntarily assigned in such a manner only once during the life of this Agreement.
2. Activities covered under the title "chaperones" will be limited to the following: Concerts, dances, plays, ski trips, and other activities mutually agreed to by the Superintendent of Schools and the President of the Federation.
3. Any new sport/activity created subsequent to the adoption of the extra pay plan shall be placed on the index subject to negotiations between the parties as to the appropriate placement.
4. A schedule for payment of extracurricular duties is set forth in Appendix B, which is attached to and made part of this Agreement.
5. The parties are in Agreement that from time to time there shall be a reevaluation of the placement of activities in Categories I, II and III. It is understood that an appropriate Principal and a committee of teachers will review the present placements and will make recommendations to the Central Office Representative and the President of the Hudson Federation of Teachers. In addition to the Principal, Central Office Representative and teachers, the President of the Hudson Federation of Teachers will serve on the committee as an Ex-Officio Member.

C. COMPENSATION FOR ADVANCED DEGREES

See Appendix A.

D. PLACEMENT ON THE SALARY SCHEDULE

1. Newly employed personnel shall be placed on the salary schedule at a step commensurate with the training and experience of teachers currently employed in the Hudson School District.
2. The Hudson School District reserves the right to employ certified candidates or uncertified candidates, if certified candidates are not available, in critical shortage areas designated by the New Hampshire State Department of Education, and to place them on the salary schedule commensurate with

their training and related experience as deemed appropriate by the Superintendent of Schools.

3. Nurses hired in the Hudson School District shall be placed on the salary schedule commensurate with the degree and experience of nurses currently employed in the Hudson School District.
4. Notwithstanding Article IV (D)(1-3), new employees may be placed on the salary schedule at steps higher than those of current employees with equivalent experience if the superintendent determines that there is an unavailability of qualified candidates or that a candidate should receive credit for special experience outside the field of education.
5. Beginning with the 2010-11 school year, paraprofessionals who hold paraeducator II certification from the New Hampshire Department of Education will be paid an extra \$500 per year.

E. METHOD AND TIME OF SALARY PAYMENT

1. Salaries of members of the Bargaining Unit shall be paid in twenty-six (26) or twenty-one (21) equal gross installments, at the option of the member of the Bargaining Unit, starting no later than the second work week in September and continuing bi-weekly. A member of the Bargaining Unit will receive all remaining installments owed in one sum on the last day of the work year.
2. Optional direct deposit of paycheck.
3. If a member of the Bargaining Unit leaves or dies during the school year, he or his estate shall be entitled to a prorated share of his salary based on his period of service in relation to the number of days schools are in session during his work year, minus the compensation already paid.

F. ANNIVERSARY DATES

For purposes of salary payment full time teachers serving one-half or more of the work days set forth in Article VI(A), in the preceding school year, including authorized leave, will advance a step on the salary schedule upon the dates specified in Article IV, paragraph A herein.

G. MILEAGE ALLOWANCE

Traveling teachers covered by this Agreement who are authorized by the Superintendent to use private automobiles for school business shall be reimbursed at the prevailing rate per mile allowed by Federal IRS guidelines.

H. ITEMIZED PAYROLL DEDUCTIONS

A statement of payroll deductions shall be provided with each salary payment in accordance with current practice.

I. SPECIAL TEACHERS

Reading specialists, special education teachers and learning disabilities specialists employed by the District prior to June 30, 1978 will maintain their \$500 differential in addition to their basic salary.

J. INCREMENT

A teacher's increment for the coming year may be withheld for unsatisfactory performance upon written notification to the teacher involved prior to the date prescribed for by RSA 189:14-a. Such withholding of increment shall not be arbitrary or capricious.

ARTICLE V - FRINGE BENEFITS

A. MEDICAL INSURANCE

(1) The Hudson School District will offer members of the bargaining unit the agreed upon CIGNA HealthCare Plan for the Hudson School District, or comparable medical insurance plan, which shall be either a Point of Service Plan or an HMO for each member of the bargaining unit that enrolls in such plan.

(2) For members of the bargaining unit who enroll in the Point of Service Plan offered by the District, the District and the member shall pay the following percentages of the premium:

	<u>Each year</u>
District	80%
Member	20%

(3) For members of the bargaining unit who enroll in the HMO Plan offered by the District, the District and the member shall pay the following percentages of the premium:

	<u>Each year</u>
District	85%
Member	15%

(4) A Medical Insurance Committee will be formed. The purpose of this Committee will be to study, review and monitor existing and alternative medical insurance plans that deliver medical services to employees in the most cost-effective manner. This Committee, each year by April 1, shall issue a report that includes findings and recommends changes to existing medical insurance options.

Such recommendations shall not be binding on the Union or the School Board. The Committee will include four members appointed by the Union and four members appointed by the School Board.

B. LIFE INSURANCE

The Hudson School District shall provide one hundred percent (100%) of the cost of a \$30,000 Term Life Insurance Policy for each member of the Bargaining Unit. Subject to the insurer's permission, each member of the bargaining unit may at his/her option purchase an additional \$50,000 term life insurance at his/her own expense.

C. CORPORAL PUNISHMENT

The Hudson School District will provide Corporal Punishment coverage for all members of the Bargaining Unit.

D. INDEMNITY POLICY

The Hudson School District will extend its "errors and omissions coverage" as provided in its School Board Indemnity Policy to all members of the Bargaining Unit.

E. TAX-FREE ANNUITY

The School Board agrees to allow teachers to take advantage of the Federal Law concerning tax-free annuities.

F. WORKER'S COMPENSATION

Teachers shall be included under the provisions of the New Hampshire Worker's Compensation Act in accordance with R.S.A. Chapter 281 as amended.

G. COURSE REIMBURSEMENT

Full tuition reimbursement shall be paid to each teacher receiving a grade of "B" or higher in a course taken for professional improvement. All courses for which reimbursement is sought shall be approved in advance by the Superintendent. Payment shall be made upon submission to the Superintendent of evidence of payment to the college or university and evidence of satisfactory completion of the course. In no event, however, will a teacher be entitled to payment unless he/she is employed by the District for the school year in which evidence of satisfactory completion of the course is submitted; or if submitted after the close of a school year, is actually employed by the District at that time.

The total courses approved will not exceed in cost to the District an amount equal to \$60,000 during the 2009-10 school year, \$65,000 during the 2010-11 school year, \$70,000 during the 2011-12 school year, and \$75,000 during the 2012-13 school year. The course reimbursement rate is established at the UNH per credit rate for graduate courses; bargaining unit members are limited to no more than

eight (8) credits per year. In the event of any unused money, it may be redistributed equally.

Teachers may apply for the maximum allowable course reimbursement, but will not be reimbursed for a second course until every teacher has had the opportunity to apply for a first course. Reimbursement for a first course shall be issued on the basis of date of application. The last date to apply for reimbursement of a first course shall be January 15. In the event of any unused money, it shall be redistributed equally.

H. CREDIT UNION

The Hudson School District agrees to deduct from salary and transmit to the Gateway or Granite State Credit Union such money as is designated in writing by individual members of the Bargaining Unit.

I. THE DENTAL PLAN

The Hudson School District will pay the cost of a dental insurance plan which shall be either the basic dental plan with the following coverage: Diagnostic & Preventive 100%, Restorative 80%, Prosthodontics 50% and Orthodontics 50% or any other comparable plan adopted by the Hudson School District in accordance with the following: 100% for those enrolled in an individual plan 100% for those enrolled in a two-person plan 100% for those enrolled in a family plan.

J. SECTION 125

The Hudson School District shall offer a complete plan for employees to deduct pre-tax funds for approved medical, insurance, childcare, or elder care expenses in accordance with Section 125 of the IRS Code. Such a plan may be self-administered or administered by an outside firm. Any funds not used by the employee shall revert to the Hudson School District to defray administration expenses.

ARTICLE VI - WORKING CONDITIONS

A. LENGTH OF WORK YEAR

The length of the work year shall be one hundred and eighty-eight (188) days for all employees, except the paraprofessionals, represented by the Federation. There shall be mutual agreement between the parties as to the specific use of these days, which shall be dedicated to professional development activities. See Appendix D.

There shall be no workshop days on holidays unless there is mutual agreement.

OPENING OF SCHOOL

The school year for members of the bargaining unit shall begin no earlier than August 25. School shall start for students no earlier than August 26. The school year for members of the bargaining unit shall also begin no earlier than 13 days before Labor Day and the school year for students shall begin no earlier than the Tuesday before Labor Day. The Friday before Labor Day shall not be a work day.

Teachers newly employed by the district may be required to attend orientation sessions of up to two (2) days, and will be compensated at the rate of \$125 per day for this activity. Such orientation may be held previous to August 25. The Hudson Federation of Teachers shall be guaranteed a one-half (1/2) hour presentation at the orientation sessions.

B. LENGTH OF WORK DAY

1. The standard work day for all teachers represented by the Federation will be seven (7) consecutive hours, except in cases where teachers are on assigned bus or detention duty. Those teachers assigned to bus duty before or after the standard work day shall be paid at a rate equal to lunch duty pay. The starting time of the standard workday, plus or minus thirty (30) minutes, will be:

Elementary School - 8:10 AM (to conform to current schedule)

Middle School - 7:45 AM

High School - 7:24 AM

On professional workshop days, when students are not in school, the standard workday shall be seven hours, and all staff will begin at the same time, beginning no earlier than 7:30 AM.

2. All teachers represented by the Federation in grades 6-12 will be given six (6) preparation periods per week. The use of preparation time shall be as was practiced on 1/27/94. The practice of providing planning periods for paraprofessionals shall be eliminated.
3.
 - a. For the 2009-10 school year, the length of the work day for paraprofessionals shall consist of the standard student day. If the work day is increased over the length of the 1986-87 work day, there will be a pro-rata increase in the salary of paraprofessionals.
 - b. Beginning with the 2010-11 school year, the length of the work day for paraprofessionals shall consist of the standard teacher work day. New duties and new evening responsibilities will not be assigned to paraprofessionals as a consequence of extending their work day to the standard teacher work day beginning in 2010-11, but the same kinds of

duties and responsibilities that were assigned in 2009-10 may continue to be assigned to paraprofessionals.

4. Nurses will not receive planning time. However, because nurses need to be available to attend to student health needs, nurses will not be placed on duty rosters for bus or lunch duty.
5. Nurses will receive a lunch period that is equal in duration to the lunch period that teachers in their building receive. However, in the event of a medical emergency, the lunch period may be interrupted.

C. PARENT CONFERENCES

1. Parent conferences shall be conducted by prior arrangement and mutual Agreement between the parent and the teacher unless an emergency is deemed by the Principal.
2. Each teacher will be required to participate in evening parent conferences/open house up to a maximum of four per year.

D. ADMINISTRATIVE MEETINGS

Building, Departmental, Grade Level, and up to one additional administrative meeting per month, shall not extend more than one hour beyond the standard work day. Advance notice of such meetings shall be provided at least three (3) school days prior to the meeting except in emergency situations. In such emergencies, provisions shall be made for teachers with prior commitments.

Agendas will be distributed to participants at least two (2) days prior to said meeting(s). It is understood that the school administration may delete or add additional items, if, in his/her opinion, a modification is needed.

E. LUNCH DUTY

Lunch duty will be on a voluntary paid basis at a rate of thirteen dollars (\$13.00) per hour except where volunteers are not available. In such cases, lunch duty will be assigned on a rotating paid basis at a rate of thirteen dollars (\$13.00) per hour.

F. TEACHER FILES

1. Teacher files shall be maintained under the following circumstances:
 - a. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the OFFICIAL PERSONNEL files by an administrator unless the teacher is sent a dated copy at the same time.
 - b. The teacher shall have the right to submit a response to the statement. The teacher's answer shall be also included in the file.

2. No copy of, or reference to, any official grievance will be placed in any teacher's personnel file.

G. ASSISTANCE IN ASSAULT CASES

1. Teachers shall report all cases of assault, physical and verbal, real or alleged, in connection with their employment to their building Principal as soon as possible after the incident occurs.
2. The Principal shall report all cases of assault suffered by teachers in connection with their employment, to the Superintendent of Schools.
3. Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher the Principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the teacher for relevant information in the Board's possession not privileged under law concerning the person or persons involved.

H. DAMAGE OR LOSS OF PROPERTY

1. No teacher shall be held responsible for loss, damage, or destruction of school property or children's property, when such loss, damage or destruction is not the fault of the teacher.
2. A teacher shall report in writing any loss, damage, or destruction to the Principal, immediately upon becoming aware of such loss, damage or destruction.
3. The District shall establish a fund of \$3,000 for each school year to be used for reimbursement to staff for any clothing or glasses damaged in the performance of the employee's duties, or for the loss or damage of any personal property, including automobiles parked in the school parking lots, brought to school for use in the performance of said duties. Personal property left overnight not in the possession of the school Principal shall not be covered by this language. No money, or property left unlocked or unattended, shall be eligible for compensation. Any compensation for the loss or damage of personal property shall be limited to the amount not covered by the individual's insurance.

An employee wishing to file a claim shall complete the form provided in the school office and provide evidence of the cost of the item lost or stolen.

All claims will be held until the close of the school year. If the total amount of compensable damages exceeds the \$3,000 in the fund, employees will be reimbursed on a pro rata basis.

I. STUDY COMMITTEES

Each member of the Bargaining Unit shall be required, at the discretion of the administration to participate in one study committee per year, which will meet on no more than twenty (20) occasions at such time and place (other than regular school session) as the committee shall determine by majority vote, but to be not less than one hour nor more than one and one half hours in duration. Study committees are intended to improve the educational environment for the pupils. Therefore the primary purpose of these meetings is to revise and update the curriculum, however, this does not exclude other meaningful activities. In lieu of a study committee a teacher may choose to direct an extra-curricular activity, during other than regular school sessions, from an approved list as determined by the administration.

J. PLANNING TIME

Each teacher in grades K-5 will receive a 30 minute duty free planning period each day immediately following their lunch period which if combined with their lunch period and providing that they were not on lunch duty, would give them 60 duty free minutes at least 30 of which would be for planning purposes.

On inclement days, as determined by the Principal, monitors will cover classrooms on the basis of two classrooms per monitor for the entire period of recess. On such days monitors will be assigned on a rotating basis to insure that teachers will be relieved of recess duty on an equitable basis.

In the absence of a monitor, a teacher will be assigned on a rotating paid basis at a rate of twelve dollars (\$12.00) per hour.

Paraprofessionals shall not be eligible for planning time.

K. SCHOOL CALENDAR

The Superintendent and the Union President will meet to review and discuss the proposed calendar for the subsequent school year prior to submitting the calendar to the Board for adoption.

ARTICLE VII - LEAVE POLICIES

A. SICK LEAVE

1. Each teacher is entitled to a leave of absence for sickness, disability, and emergency with full pay at the rate of 1.08 days per month to a total of 13 days per year. A teacher may draw up to a maximum of 13 days for the current year, but if that teacher terminates his or her employment the salary paid for the unearned sick days expended will be deducted from that teacher's last pay check. Sick leave may be taken in one (1) hour increments.

Sick leave not used in the year of service for which it is granted shall be accumulated up to maximum of 120 days for subsequent years.

2. For the purpose of this Agreement, "emergency" shall be limited to such cases as home exigencies, quarantine by 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, or for court appearances, or any other reasonable category approved by the Superintendent or the Principal of the building.
3. Each teacher shall receive a notice of this accrued sick leave during the month of October.

B. SICK LEAVE BANK

The sick leave bank is only available for the personal illness of the employee. The sick leave bank will be maintained by deducting two days per teacher and adding it to the existing bank beginning on the first school day of the 2000-2001 school year and each succeeding September 1st until the number of days exceeds a number equivalent to six times the number of personnel in the Bargaining Unit. The HFT shall receive an accounting of this amount on or before August 15th of each year.

If at any time the number of days falls below twice the number of teachers in the unit, one day per teacher will be deducted from each teacher and added to the bank on the first day of the following school year and each succeeding school year until the number of days exceeds a number equivalent to six times the number of personnel in the Bargaining Unit.

There shall be established a Sick Bank Review Committee which shall be comprised of two members appointed by the HFT and one member appointed by the Board. The Committee shall have responsibility for approval of all sick leave bank applications. The Committee's decisions shall not be subject to the grievance process.

Any potential applicant may apply for this bank when his/her current and accumulated sick leave has been exhausted. In order to qualify for the sick leave bank, an applicant must provide the following information to the Superintendent of Schools which shall promptly be forwarded to the Sick Bank Review Committee.

1. A statement requesting authorization to draw from the sick leave bank including the date that this action would commence.
2. The teacher's disability must be certified in writing by the teacher's physician, indicating the nature of the illness, first day of sick leave, and, to the extent possible, the probable days of termination of the illness.

3. A doctor's statement indicating the current status of the illness must be provided at each 60-day interval.

When qualified, such applicant will be compensated at the regular rate of pay, not to exceed 190 days per applicant per illness.

C. MATERNITY LEAVE

1. A teacher shall be granted a maternity leave of absence without pay to become effective upon recommendation of her physician and to terminate not more than two (2) years after termination of pregnancy.
2. A teacher on maternity leave shall notify the Superintendent in writing by March 1st of the year which the leave expires of her intent to return to active duty the following September. Said teacher shall be reinstated to a position for which she is certified and shall retain all benefits held at the time the leave became effective.
3. Unless a teacher returns to duty at the expiration of the two-year period, her employment shall be terminated. Should a teacher refuse an assigned position in an area where she is certified, all maternity and other contractual benefits shall cease immediately.
4. A male teacher may be granted a one-day leave of absence for the birth of his child. Such leave to be deducted from sick leave.
5. Any teacher on an unpaid leave of absence shall not be entitled to sick leave days or other benefits as defined in this section.

D. FUNERAL LEAVE

1. Three (3) days funeral leave without loss of pay shall be granted to teachers upon the death of anyone in the immediate family.
2. Immediate family shall mean the teacher's spouse, child, stepchild, mother, father, sister, brother, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparents-in-law or any family member living in the teacher's household.
3. One official designee of the Federation shall be allowed to attend the funeral of any members of the bargaining unit.
4. Permission to attend the service shall be granted to at least one (1) teacher per building in the case of death of a teacher retired from that building at the discretion of the Principal and/or the Superintendent.

5. Additional funeral leave may be granted with the permission of the Superintendent of Schools.

E. MILITARY LEAVE

1. The Board will comply with all state and Federal laws with respect to military leave of absence. Military leave will be granted to any teacher who is inducted or enlists for one (1) required term in any branch of the Armed Forces of the United States. Based upon an evaluation of the individual's leave, a teacher may be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of two (2) years, but said time of absence shall not count toward continuing contract.
2. Teaching personnel who are required to perform active duty for training as part of a Reserve Unit or National Guard will do so as far as possible during July and August. Those who are on military leave will only be compensated an amount equal to the balance between their military pay and their normal teaching pay.

F. FEDERATION LEAVE

An employee who is an officer of the Federation or who is appointed to its staff shall, upon proper application in May of the previous year be granted a one year leave of absence without pay which may be renewed for successive periods of one school year upon application by the teacher and reconsideration by the Board for the purpose of performing legitimate duties for the Federation. Based upon evaluation of the person's experience during such leave, employees given leaves of absence without pay for a school year may receive credit toward annual salary increments on the schedules appropriate to their rank.

Teachers on Federation leave must notify the Superintendent of Schools by March 1st of their intent to return to active duty the following September. This notification must be made in writing. If notification is not received by March 1st of the year of leave, the school district shall have the right to replace the teacher.

G. EDUCATIONAL LEAVE

1. Leave of absence without pay may be granted to teachers for the purpose of visiting other schools or attending meetings or conferences of an educational nature, at the discretion of the Principal of the building.
1. Subject to prior approval and the availability of funds, the Board shall pay reasonable expenses incurred by teachers who attend workshops, seminars, or other approved professional improvement sessions. Total living expenses are not to exceed \$75.00 per day. The Board will also reimburse transportation expenses to approved workshops, seminars, and professional

improvement sessions at the prevailing rate per mile allowed by IRS guidelines. Teachers will be responsible for providing their own transportation to and from the site of any approved workshop, seminar, or professional improvement session. Request for approval to incur expenses must be made in writing sixty (60) days in advance of the event.

3. Teachers requesting reimbursement from the Board under this section will submit to the Superintendent a voucher individually listing the expenses for which reimbursement is sought. With the exception of mileage, vouchers must include receipts. Request for reimbursement must be made within sixty (60) days of the event ending date.

H. PERSONAL LEAVE

Each teacher is entitled to two (2) days personal leave of absence annually. Except in emergency situations, at least 24 hours notice should be given. Personal leave may only be used for such matters as home emergencies, religious holidays, court appearances or other pressing personal business which cannot be conducted outside the school day. Personal leave may not be used for the purpose of extending a holiday.

A personal day shall not be used for recreational purposes. The maximum number of teachers who may take personal leave on the same day is three at Alvirne High School and Memorial School, two at Hills Garrison and Nottingham West Elementary Schools, and one at H.O. Smith and Library Street Elementary Schools. Personal leave not used in the year of service for which it is granted shall be considered unused sick time and will be added to accumulated sick days, not to exceed the maximum 120 days in Article VII (A)(1).

I. OTHER LEAVES

1. Members of the bargaining unit who are on continuing contract may be granted a one year unpaid leave for the following reasons: prolonged illness, child rearing, needed rest and necessities of the home; professional improvement; or for any other activity which would benefit the Hudson School District. Such leave will be granted at the discretion of the Superintendent and subject to the approval of the School Board.
2. A member of the bargaining unit shall be granted a leave of absence without pay to serve as an elected official in public office. The duration of such leave shall coincide with the term of office.
2. Leaves of absence may be extended by the School Board.
3. Failure to return from leave of absence will be considered as a resignation unless such leave has been extended by the Board.

5. A teacher returning from a leave of absence shall be reinstated to a position for which that teacher is certified and shall retain all benefits held at the time the leave became effective.
6. A teacher on leave of absence must notify the Superintendent of Schools by March 1st in the year the leave expires of the teacher's intent to return to active duty the following September.
7. Any teacher on an unpaid leave of absence shall not be entitled to sick days or other benefits as defined in this section.

J. FAMILY MEDICAL LEAVE ACT

Leave for family and medical purposes will be granted and shall at a minimum comply in all respects with the Family and Medical Leave Act ("FMLA"), public law 103-3 and subsequent amendments and regulations promulgated in accordance with the law. "FMLA" shall be granted for adoption, birth of a child, child rearing and for the sickness of the employee or for the sickness of a member of the employee's household. In the exercise of this leave an employee shall have the option of utilizing any and all accrued sick time available under this collective bargaining Agreement, including but not limited to sick leave. The FMLA is not to be construed so as to derogate or diminish the rights and benefits as set forth in this Agreement, and any employee taking leave pursuant to this Agreement, which also qualifies as FMLA leave, will have such leave count against the employee's FMLA leave entitlement.

ARTICLE VIII – EARLY RETIREMENT

SEPARATION PAYMENT

- A. Upon voluntary separation from the district with twenty (20) years or more of district service (including any and all time served in any schools which are in the district) the staff member shall receive a one-time separation payment.

The amount of the separation payment shall be determined as follows:

1% of salary x number of years in district PLUS

1/3 per diem x number of unused sick days; up to a maximum payment of \$27,500.

The staff member must provide written notice to the District, in order to receive payment on July 1 of one calendar year, no later than September 15th of the preceding calendar year. (Please note that this provision does not apply to paraprofessionals or nurses). The Hudson School Board may, in its complete discretion, grant waivers to the September 15th date of notice in cases of serious unforeseen circumstances.

Notwithstanding any other provision in this Agreement, the separation benefit will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in July following the date of retirement, and shall equal the maximum portion of the separation benefit that will not result in the New Hampshire Retirement System assessing the School District for "spiking" (currently codified at RSA 100-A:16 III-a). The second lump sum payment shall be due and payable at least 121 days after the employee's retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the separation benefit that was not paid in the first lump sum.

- B. Any separation payment that is made to current employee of the Hudson School District who chooses to take advantage of the separation payment defined in Article VIII, Paragraph A above shall not be subject to the \$27,500 limitation provided that written notice is provided to the District on or before June 15, 2004.

ARTICLE IX - GRIEVANCE PROCEDURE

A. DEFINITION

- 1. A "grievance" shall mean a complaint by an employee, a group of employees, or the Federation that there has been a violation or a misinterpretation of the terms of this Agreement.
- 2. The Federation may initiate and process grievances beginning at Step 2.

B. GRIEVANCE PROCEDURE

- 1. Step One - Principal Level (informal)
An employee may informally discuss a grievance with the Principal within 10 school days after the employee knew or should have known of the act or condition upon which the complaint is based. Failure to reach a mutually satisfactory resolution may be cause for the employee to refer the grievance to Step 2.
- 2. Step Two - Principal Level (formal written)
An employee of the Federation wishing to process a grievance at Step 2 will do so in writing to the Principal within five (5) school days from the conclusion of discussions at Step 1, or in the case of the Federation within fifteen (15) school days after the grievant knew or should have known of this act or condition which is the basis of the complaint. The grievance shall be specific in nature and shall state the remedy requested. The Principal shall establish a formal conference on the matter and whenever a grievance is filed by a teacher without the Federation, the Principal shall notify the

Federation and shall give the Federation the opportunity to be present and to state the views of the Federation.

The aggrieved employee and the Federation shall be given at least two (2) school days notice of said conference. The Principal shall respond in writing ten (10) school days from the date the formal grievance is filed. The Principal's decision shall be presented in writing to both the employee and the Federation.

3. Step Three - Superintendent Level

If a settlement is not reached at Step 2, the employee or the Federation may present the grievance to the Superintendent of Schools within five (5) school days after the decision has been rendered at Step 2. The grievance must be submitted in writing stating the specific nature of the grievance and the remedy requested and shall include a copy of the Step 2 decision. The Superintendent may schedule a meeting at a mutually convenient time to discuss the grievance with the employee and the Federation. Both parties reserve the right to include consultants in any such meeting. The Superintendent shall respond in writing together with supporting reasons to the employee, Federation and Principal within ten (10) school days from the date the grievance is filed at Step 3.

4. Step Four - School Board Level

If a grievance remains unsettled after having been processed through Step 3, the employee or the Federation may, within five (5) school days from the date the decision is rendered at the previous step, submit the grievance to the School Board. In which case, the grievance is to be submitted in writing and shall specify the nature of the complaint and the remedy requested. Copies of the previous decisions are to be included with the grievance. Within five (5) school days from the date the grievance is filed at Step 4, the School Board will establish a mutually convenient date and time for a meeting to discuss the matter. Both parties reserve the right to include consultants in any such meeting. The Board shall render its decision in writing together with supporting reasons to employee, Federation, Principal and Superintendent's Office within fifteen (15) days from the date the grievance is received.

5. Additional Provisions

- a. A Federation Representative may be present at any grievance meeting with the exception of Step 1.
- b. The time limits in this article may be reduced or extended by mutual Agreement.

- c. Failure to refer a grievance to the next step within the specified time shall be considered an acceptance by the employee of the decision rendered.
- d. Failure at any level of the grievance procedure to render a decision within the specified time limits shall permit the employee or the Federation to proceed to the next level.

ARTICLE X – ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of the Grievance Procedure as stated herein, relating to the interpretation or application of a provision of this Agreement, may be submitted to arbitration upon written request of either the Federation or the School Board.

The proceeding may be initiated by filing with the School Board and the American Arbitration Association a request for arbitration within ten (10) school days after the final decision of the Board has been given to the Federation.

2. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. Only one request shall be scheduled for the same arbitration hearing except by mutual Agreement of the parties.
3. In any arbitration case, a fundamental principle shall be that the Board retains the exclusive right to manage its affairs, including (but not limited to) the right to determine the means and methods of operation to be carried on, to direct its employees, and to conduct District operations in a safe and most efficient manner, subject to the limits stated in this Agreement.

The parties agree that only grievances with specific reference to the Agreement shall be processed to arbitration.

4. In the conduct of an arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply, except that either party may, if it desires, be represented by counsel.
5. The arbitrator shall issue his decision not later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then

from the date of transmitting the final statements and proofs to the arbitrator. The decisions shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The decision of the arbitrator shall be final and binding. Both parties agree that the arbitrator's decision represents a precedent for substantially similar situations.

6. Both parties agree that the arbitrator be prohibited from modifying or adding to this Agreement.
7. The cost of the arbitrator shall be shared equally by the parties to the dispute.

ARTICLE XI - FAIR PRACTICES

1. The Board agrees to continue its policy that no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, or membership in, or association with, the activities of any employee organization.
2. As sole collective bargaining agent, the Federation will continue its policy of accepting into membership all eligible persons in the unit without regard to race, creed, color, national origin, sex, or marital status.

The Federation will represent equally all persons without regard to membership in, or association with, the activities of any employee organization.

3. The Board and the Federation agree to continue to work affirmatively to implement their mutual objective of effective communication between the faculties and student bodies in all Hudson Public Schools.

ARTICLE XII - FEDERATION RIGHTS AND RESPONSIBILITIES

A. DUES CHECK-OFF

1. The Federation may secure authorization for payroll deductions for Federation dues. The Board will request the Treasurer of the School District of Hudson to submit such sums in total to the Federation Treasurer. The Federation shall on or before the second pay period in October notify the School District of the amount of dues deduction.
2. The Federation shall be notified of any teacher withdrawing or dropped from payroll deductions.

3. Any teacher desiring to have the Board discontinue deductions that he has previously authorized must provide written notice to the Superintendent of Schools.
4. Dues Check-Off Form:

AUTHORIZATION FOR PAYROLL DEDUCTIONS

By: _____
 Employee Name (Please Print)
 To: Hudson School Board

Effective _____

I hereby request and authorize you to deduct Federation dues from my earnings in equal installments. This amount shall be paid to the Treasurer of the Hudson Federation of Teachers, Local 2263, AFT, AFL-CIO and represents payment of my Federation dues.

These deductions may be terminated at any time by me by giving you sixty (60) days written notice in advance or upon termination of my employment.

 (Employee's Signature)

 (Employee's Address)

 (Employee's Home Phone)

 (Employee's Home Email)

 (School)

B. USE OF BUILDING

After the close of school on school days, the Federation shall have the right to use designated areas in school buildings for meetings of teachers provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal in advance.

All requests for building use shall conform to Board Rules and Regulations provided, however, that there shall be no cost to the Federation for such meetings so long as no overtime custodial cost to the Board is involved.

C. FEDERATION CONSULTATIONS

1. The Principal shall recognize the Federation Building Representative as the official representative of the Federation in the School.
2. The Principal shall meet no more than once a month after school hours with the School Federation Committee of three (3) representatives in each school to consult on local school problems and policies as they relate to implementation of this Agreement. No other committee composed of bargaining unit personnel shall exist for this purpose. Both parties shall submit items for the agenda.
3. The discussion of other matters, as agreed for discussion by the Principal and the School Federation Committee, is not precluded by the above. However, the Principal and the School Federation Committee do not have the authority to reach any decision which changes this Agreement or any established School Board policy or procedure.

D. DISTRIBUTION OF MATERIALS

The Federation will have the right to place Federation related notices and other Federation materials in the mailboxes of teachers and other professional employees provided the building Principal has advance knowledge of the content and subject to the approval of the President of the Federation.

E. BULLETIN BOARDS

The Federation shall be permitted to post Federation Related notices and other materials on the school bulletin Boards in the faculty rooms. The Federation may construct bulletin Boards in faculty rooms where one doesn't exist.

F. PROTECTION OF INDIVIDUAL GROUP RIGHTS

1. Nothing contained herein shall be construed to prevent the Board, a member of the Board, or its designated representative, from meeting with any teacher for expression of the teacher's views. In the area of collective bargaining, no changes or modifications in this Agreement shall be made except through consultation or negotiation with the Federation.
2. Nothing contained herein shall be construed to permit any organization other than the Federation to participate in the processing of a grievance.
3. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior or processing a grievance on his own behalf in accordance with the Grievance Procedure.

G. EXISTING LAWS AND REGULATIONS PRESERVED

The rights and benefits of persons provided herein are in addition to those provided by Town, State, or Federal law, rule or regulation, including without limitation all applicable continuing contract, pension or education laws and regulations.

H. THE HUDSON SCHOOL DISTRICT POLICY MANUAL

1. The Board shall provide the Federation with a current and updated copy of the complete Policy Manual. The Board shall also provide the Federation a copy of all revised, modified, deleted, or added Board policies. The Federation will also be provided with a copy of all Board agendas, which shall include such proposed changes. The Federation shall receive a copy of the Board minutes at the time final minutes are distributed to Board members
2. All policies shall be applied and enforced fairly and equitably.
3. The substance of the policy manual shall not be grievable; only procedures related to the policy shall be grievable.

I. PRINTING OF AGREEMENT

The Federation shall distribute copies of the collective bargaining agreement to current employees, and the School District shall provide copies to newly hired employees. If the School District does not print the Agreement in-house, the printing of the Agreement will be awarded to the lowest bidder with the Federation and the School District sharing equally in the cost of the printing. The agreement shall be published in a format that is mutually acceptable to the Federation and the School Board.

J. LIST OF BARGAINING UNIT EMPLOYEES

The District shall provide to the Federation a list of current bargaining unit employees on or before September 25 each year. The District also shall promptly notify the HFT president of any newly hired bargaining unit employees.

ARTICLE XIII - HANDLING OF NEW ISSUES

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

ARTICLE XIV - SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation

with the Federation. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XV - RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Federation and the Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation, its officers, representatives and members shall, for the term of this Agreement not engage in, instigate, or condone any strike, slowdown, work stoppage or any concerted refusal to form normal work duties, nor shall the Federation or its members take part in or condone "sanctions" against the School Board or the School District.

ARTICLE XVI - REDUCTION IN FORCE

It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate staff positions, consistent with the provisions of the State Statute. When the Hudson School Board finds it necessary to reduce the number of certified, full time teacher and/or paraprofessional positions for reasons of declining enrollments, budget reductions, change in or consolidation of Board-authorized programs, or for any other reasons determined necessary or desirable by the School Board, the following reduction in force procedure will be implemented.

A. NOTICE

1. As soon as reduction in force is seriously contemplated, the Superintendent of Schools shall notify the teachers in the specific classifications in which is contemplated a position will be eliminated.
2. For the purpose of reduction in force, all teachers shall be classified according to their present assignment and shall be terminated within the following classifications.

*Kindergarten - through Fifth grade

*Sixth through Eighth grade

*Ninth through Twelfth grade

**Music K -12

**Art K- 12

** Special Education K - 12

** Librarian K - 12

** Physical Education K - 12

In grades 6 through 8, and grades 9 through 12, classifications will be defined by major teaching subject areas. The classifications are further

defined according to the courses of study being offered: English, Social Studies, Math, Science, Reading, Foreign Language, Business, Family and Consumer Science, Vocational Agriculture, Technology Education, Language Arts, and English As A Second Language or other primary assignment.

3. The School Board will review any written presentations regarding the reduction in force from the teacher's union, individual teachers, or the public.
4. The decision to implement the reduction in force shall be the sole discretion of the School Board.
5. When a final determination has been made as to the reduction of the work force and as early as is possible, the Superintendent of Schools shall communicate that decision in writing to those staff members involved.

B. PROCEDURES FOR DETERMINING REDUCTION IN FORCE

1. The School Board will make every reasonable effort to minimize the effects in reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, refusal of contract, leave of absences).
2. If further reductions in staff are necessary, the School Board shall retain those teachers, who based on the criteria listed in 4 below, will be the best teachers for the school system and the students it serves.
3. The best teachers shall be retained; however, probationary teachers in the same category as defined in section A-1 will be laid off prior to teachers on continuing contract. Teachers on continuing contract will be laid off in the following sequence, based on the criteria in 4 below, according to years of experience in Hudson: 4-7, 8-11, 12-15, 16-19, 20+ (TIERS).
4. In making staff reduction decisions relative to the professional certified staff, the Superintendent will consider the following relevant criteria:
 - a. Qualifications to teach as defined in section A-1 and within each tier:
 - (1) Teaching experience at a particular grade level in elementary (K-5);
 - (2) Previous experience in teaching specific courses in grades 6-8 and 9-12;
 - (3) Educational background including earned degrees.
 - b. Teaching performance as determined by previous evaluations.
 - c. Certification for grade and subject taught.

- d. Seniority shall be determining criterion among equally qualified teachers in the same classification. Seniority is defined as the total number of years of continuous employment in the Hudson School District.

Seniority is not accrued by employees on unpaid leave nor by part time teachers those working less than the standard workday.

- 5. The school administration shall consider the applications for terminated employees for such positions which may become available in subsequent years provided that said terminated employees apply in a timely manner when a position becomes vacant. A previously employed teacher who returns to a teaching position shall resume employment, with the School District, at no less than the step occupied when terminated. At the time teaching vacancies occur, all teachers who were terminated under this article during the previous two years shall be notified of such vacancies at their last known address.
- 6. Any transfer, assignments, or reassignments resulting from or involved with, a reduction in staff will be made at the sole discretion of the Superintendent of Schools. In the event of a change of assignment or transfer as a result of the reduction in force, the teacher involved shall be notified of such change.

C. PARAPROFESSIONALS

- 1. In case of lay off in this classification, the following criteria shall determine the order in which paraprofessionals will be reduced.
 - a. School/program level (1) Library (2) Reading Tutors (3) Special Education
 - b. Quality of performance based on an annual evaluation.
 - c. Seniority shall be the determining criterion if quality of performance is substantially equal. Seniority is defined as total number of years of continued employment in the Hudson School District. Seniority is not accrued by employees on unpaid leave nor by part time paraprofessionals (those working less than the standard work day).
- 2. The school administration shall consider the applications of terminated employees for such positions which may become available in subsequent years provided that said terminated employees apply in a timely manner when a position becomes vacant. A previously employed paraprofessional who returns to a paraprofessional position shall resume employment, with the School District, at no less than the step occupied

when terminated. At the time paraprofessional vacancies occur, all paraprofessionals who were terminated under this article during the previous two years shall be notified of such vacancies at their last known address.

ARTICLE XVII - ANNUAL SERVICE FEE

Effective September 1, 1987 all employees shall, as a condition of continued employment, join the exclusive bargaining representative organization or pay to the exclusive bargaining representative, an annual service fee not greater than the amount of dues uniformly required of members of the exclusive bargaining representative organization, except as modified in this article.

Beginning with the second paycheck in October, the Board shall deduct the amount certified by the Union as the annual dues or service fee from the pay of each employee in ten equal installments. Normally all such deductions shall be remitted to the Union within one week of the end of each pay period. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay the annual service fee or dues directly to the Union.

The Union shall hold the Board and Town harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of or be by reason of, actions taken against the Board as a result of the negotiation of or the administration of the provisions of the article.

ARTICLE XVIII - DURATION

This Agreement and each of its provisions shall become effective on September 1, 2009 and shall continue in force and effect until August 31, 2013. Negotiations for a subsequent Agreement shall commence on May 1, 2012 or as soon thereafter as shall be mutually agreeable.

SIDE BAR AGREEMENT

The maximum number of teachers that may be assigned lunch duty at Hudson Memorial School is three.

LETTER OF AGREEMENT

Agreed to by and between the parties at Hudson, New Hampshire, as evidenced by the signatures of their duly authorized representatives, set forth below, this 28th day of June, 2010.

For the Hudson School Board:

Gary J. Rodgers 6/28/10
Gary Rodgers, Chairman Date

Philip D. Bell 6/27/10
Philip D. Bell, Superintendent Date

For the Hudson Federation of Teachers:

Virginia Lunt 6/27/10
Virginia Lunt, President Date

Gail L. Boetes 06/28/10
Witness Date

The Negotiating Committee:

Patricia Begoni
Susan Cloutier
Sara Conrad
Seth Garon
Jamieson Joyal
Patricia Laws
Barbara Meaney
Louis Richards
Virginia Lunt
Terri Donovan, Esquire, AFT-NH

APPENDIX A-1

2009-10 Teacher Salary Schedule
Schedule

Step	RN	B	M	M+30
1	28,990	32,211	33,395	34,578
2	30,172	33,525	34,710	35,892
3	31,357	34,841	36,023	37,207
4	32,540	36,156	37,337	38,520
5	33,830	37,589	38,772	39,955
6	35,119	39,022	40,203	41,387
7	36,409	40,454	41,638	42,821
8	37,698	41,886	43,070	44,253
9	38,989	43,321	44,503	45,686
10	40,743	45,270	46,772	47,955
11	43,074	47,860	49,042	50,226
12	44,467	49,408	50,591	51,775
13	45,584	50,648	51,830	53,014
14	46,699	51,888	53,070	54,253
15	47,815	53,127	54,309	55,493
16	49,249	54,721	55,939	57,158
17	50,552	56,169	57,387	58,605
18	52,137	57,930	59,255	60,580

2009-10 Paraprofessional Salary

Step	
0	14,146
1	14,656
2	15,075
3	16,039
4	16,679
5	17,316
6	17,956
7	18,617
8	19,280
9	19,896
10	20,605
11	21,515
12	22,424
13	22,999
14	23,299

APPENDIX A-2

2010-11 Teacher Salary Schedule
Schedule

Step	RN	B	M	M+30
1	28,990	32,211	33,395	34,578
2	30,172	33,525	34,710	35,892
3	31,357	34,841	36,023	37,207
4	32,540	36,156	37,337	38,520
5	33,830	37,589	38,772	39,955
6	35,119	39,022	40,203	41,387
7	36,409	40,454	41,638	42,821
8	37,698	41,886	43,070	44,253
9	38,989	43,321	44,503	45,686
10	40,743	45,270	46,772	47,955
11	43,074	47,860	49,042	50,226
12	44,467	49,408	50,591	51,775
13	45,584	50,648	51,830	53,014
14	46,699	51,888	53,070	54,253
15	47,815	53,127	54,309	55,493
16	49,249	54,721	55,939	57,158
17	50,552	56,169	57,387	58,605
18	52,137	57,930	59,255	60,580

2010-11 Paraprofessional Salary

Step	
0	\$16,498
1	\$17,094
2	\$17,599
3	\$18,713
4	\$19,464
5	\$20,202
6	\$20,953
7	\$21,717
8	\$22,494
9	\$23,219
10	\$24,048
11	\$25,110
12	\$26,159
13	\$26,832
14	\$27,182

APPENDIX A-3

2011-12 Teacher Salary Schedule
Schedule

Step	RN	B	M	M+30
1	28,990	32,211	33,895	35,078
2	30,172	33,525	35,210	36,392
3	31,357	34,841	36,523	37,707
4	32,540	36,156	37,837	39,020
5	33,830	37,589	39,272	40,455
6	35,119	39,022	40,703	41,887
7	36,409	40,454	42,138	43,321
8	37,698	41,886	43,570	44,753
9	38,989	43,321	45,003	46,186
10	40,743	45,270	47,272	48,455
11	43,074	47,860	49,542	50,726
12	44,467	49,408	51,091	52,275
13	45,584	50,648	52,330	53,514
14	46,699	51,888	53,570	54,753
15	47,815	53,127	54,809	55,993
16	49,249	54,721	56,439	57,658
17	50,552	56,169	57,887	59,105
18	52,137	57,930	59,755	61,080

2011-12 Paraprofessional Salary

Step	
0	\$16,498
1	\$17,094
2	\$17,599
3	\$18,713
4	\$19,464
5	\$20,202
6	\$20,953
7	\$21,717
8	\$22,494
9	\$23,219
10	\$24,048
11	\$25,110
12	\$26,159
13	\$26,832
14	\$27,182

APPENDIX A-4

2012-2013 Teacher Salary Schedule

Former Step	New Step	<i>RN</i>	<i>B</i>	<i>M</i>	<i>M+30</i>
1		28,990	32,214	33,895	35,078
2	1	30,172	33,525	35,210	36,392
3	2	31,357	34,841	36,523	37,707
4	3	32,540	36,156	37,837	39,020
5	4	33,830	37,589	39,272	40,455
6	5	35,119	39,022	40,703	41,887
7	6	36,409	40,454	42,138	43,321
8	7	37,698	41,886	43,570	44,753
9	8	38,989	43,321	45,003	46,186
10	9	40,743	45,270	47,272	48,455
11	10	43,074	47,860	49,542	50,726
12	11	44,467	49,408	51,091	52,275
13	12	45,584	50,648	52,330	53,514
14	13	46,699	51,888	53,570	54,753
15	14	47,815	53,127	54,809	55,993
16	15	49,249	54,721	56,439	57,658
17	16	50,552	56,169	57,887	59,105
18	17	52,137	57,930	59,755	61,080
	18	53,180	59,089	60,950	62,302

**2012-13
Paraprofessional Salary
Schedule**

Step	
0	\$16,498
1	\$17,094
2	\$17,599
3	\$18,713
4	\$19,464
5	\$20,202
6	\$20,953
7	\$21,717
8	\$22,494
9	\$23,219
10	\$24,048
11	\$25,110
12	\$26,159
13	\$26,832
14	\$27,182

**APPENDIX B-1
MEMORIAL SCHOOL**

SPORT	DAILY AVE PRACT HRS	DAYS IN SEASON	# OF GAMES	TIME INDEX *	GAME INDEX **	TRAVEL INDEX ***	TOTAL INDEX
Soccer	2.00	30	10	0.047619	0.01	0.01	0.067619
X-Country	1.25	38	8	0.0376984	0.008	0.01	0.0556984
Basketball	2.00	54	14	0.0857143	0.014	0.01	0.1097143
Cheerleaders	1.00	50	7	0.0396825	0.007	0.01	0.0566825
Softball	2.00	40	14	0.0634921	0.014	0.01	0.0874921
Baseball	2.00	40	14	0.0634921	0.007	0.01	0.0874921
Track	1.50	47	7	0.0559524	0.007	0.01	0.0729524
Volleyball	2.00	30	100	0.047619	0.007	0.01	0.067619
Special Olympics	1.50	47	7	0.0559524	0.007	0.01	0.0729524

BASE FIGURES: 2009-10 through 2012-2013 - \$29,053

Formula * Time index = (# of practice hrs per day/7) (# of days in season/180)
****** Gamed index = (# of games/1000)
******* Travel index = 1% point

Head Coaches will be paid at 70% of the B.A. Minimum applied to the above formula. Asst. Coaches will be paid at 70% of the Head Coach salary.

MEMORIAL SCHOOL - OTHER EXTRA CURRICULAR ACTIVITIES

Formula * Time Index = (hours/7) *(1/180)

The Club Advisor in each of the listed categories will be paid at 100% of the B.A. minimum based on the above formula.

Category I Activities 40 Hours (Index = 0.031746)

- | | |
|----------------------------|----------------------------|
| 1. Intramural Coaches (17) | 6. Ski Club Advisor |
| 2. Computer Club Advisor | 7. Chess Club Advisor |
| 3. Bowling Club Advisor | 8. Sewing Club Advisor |
| 4. Wrestling Club Advisor | 9. Art Club Advisor |
| 5. Swing Choir Advisor | 10. Student Senate Advisor |

Category II Activities 90 Hours (Index = 0.071428)

- | | |
|-------------------------|------------------------|
| 1. Curtain Club Advisor | 4. Intramural Director |
| 2. OM Advisor | 5. Yearbook Advisor |
| 3. Grade 8 Advisor | |

Category III Activities 200 Hours (Index = 0.158730)

1. Athletic Coordinator

Chaperones per hour \$11.66.

Effective 2010-11 school year
 chaperone pay is \$12.00 per hour.

**APPENDIX B-2
ALVIRNE HIGH SCHOOL**

SPORT	DAILY AVE PRACT HRS	DAYS IN SEASON	# OF GAMES	TIME INDEX *	GAME INDEX **	TRAVEL INDEX ***	TOTAL INDEX
Soccer	2.00	58	14	0.0920635	0.014	0.01	0.1160635
Football	2.50	107	10	0.2123016	0.01	0.01	0.2323016
X-Country	2.00	63	11	0.1	0.011	0.01	0.121
Golf	2.50	45	12	0.0892857	0.012	0.01	0.1112857
Cheerleading	1.50	58	14	0.0690476	0.014	0.01	0.0930476
Volleyball	2.00	58	16	0.0920635	0.016	0.01	0.1180635
Winter Track	2.00	66	7	0.1047619	0.007	0.01	0.1217619
Wrestling	2.00	86	16	0.1365079	0.016	0.01	0.1625079
Basketball	2.00	93	20	0.147619	0.02	0.01	0.177619
Winter Cheerleading	1.50	77	20	0.0916667	0.02	0.01	0.1216667
Baseball	2.00	61	20	0.0968254	0.02	0.01	0.1268254
Softball	2.00	61	20	0.0968254	0.02	0.01	0.1268254
Tennis	2.00	57	16	0.0904762	0.016	0.01	0.1164762
Spring Track	2.00	67	12	0.1063492	0.12	0.01	0.1283492
Trainer (3 s)	2.00	223	56	0.3539683	0.056	0.01	0.4199683

BASE FIGURES: 2009-2010 through 2012-2013 = \$29,053

Formula * Time index = (# of practice hrs per day/7) (# of days in season/180)
****** Gamed index = (# of games/1000)
******* Travel index = 1% point

Head Coaches will be paid at 100% of the B.A. Minimum applied to the above formula.

J.V. and Asst. Coaches will be paid at 70% of the Head Coach salary.

Formula * Time Index = (hours/7) * (1/180)
 The Club Advisor in each of the listed categories will be paid at 100% of the B.A. minimum based on the above formula.

Category I Activities 40 Hours (Index = 0.031746)

- | | | |
|------------------|-------------------------------------|-----------------------------|
| 1. Model UN | 6. Studio 19 | 11. Color Guard Coordinator |
| 2. Culinary Arts | 7. Key Club | |
| 3. Math Team | 8. Multi-cultural Club | |
| 4. Computer Club | 9. National Technical Honor Society | |
| 5. Art Club | 10. Science Club | |

Category II Activities 90 Hours (Index = 0.071428)

- | | | |
|---------------------------|----------------------------------|---------------------------------------|
| 1. Junior Class Advisor | 8. FHAA Advisor | 15. Foreign Ex. Club Advisor |
| 2. N.H.S. Advisor | 9. Ski Club Advisor | 16. DECA Advisor |
| 3. Fitness Club Advisor | 10. Drama Club Asst. | 17. HOSA Advisor |
| 4. Intramural Director | 11. Literary Mag. Adv. | 18. Early Child. Club Advisor |
| 5. Faculty Manager | 12. FBLA Advisor | 19. Percussion Drill Instructor |
| 6. Freshman Class Advisor | 13. Drama Club Advisor (2009-10) | 20. Assistant Band Director |
| 7. Newspaper Advisor | 14. Outing Club Advisor | 21. Sophomore Class Advisor |
| | | 22. FFA Advisors (2) (eff. 2009-2010) |

Category III Activities (Index = 0.158730)

- | | | |
|----------------------------------|--------------------------------------|------------------------|
| 1. Senior Class Advisor | 4. Student Council | 7. Senior Play Advisor |
| 2. Yearbook Advisor | 5. Academic Decathlon Advisor | |
| 3. FFA Head Advisor (eff. 10-11) | 6. Drama Club Advisor (eff. 2010-11) | |

Chaperones & Intramurals - \$11.66 per hour.

Effective 2010-11 school year, chaperone pay is \$12.00 per hour.

Salary differential for Culinary Arts and Horticulture - \$11.66 per hour/max. 200 hrs. per year each.

APPENDIX B-3
Elementary

Beginning with the 2010-2011 school year and through 2012-2013, the base figure is \$29,053.

Formula* Time Index = (hours/7) *(1/180)

The Club Advisor in each of the categories below will be paid at 100% of the B.A. Minimum applied to the above formula.

Category I Activities (40 hours) (Index of 0.031746)

1. Battle of the Books Advisor
2. Drama Club Advisor
3. Ski Club Advisor

Appendix C-1

TEACHER CONTRACT

1. The District agrees to employ the TEACHER for the ensuing year from _____ to _____ at an annual salary of \$ _____ paid in 21 or 26 equal gross installments commencing on _____.
2. The TEACHER agrees to work for the District for said period and agrees to conform to and carry out all lawful rules and regulations, which may be enacted relative to the conduct of the schools and the TEACHER.
3. It is mutually agreed:
 - a. That the school year is not to be in excess of 180 school days and 8 other days devoted to school and educational work between _____ and _____.
 - b. That the TEACHER may be assigned only to such position as the TEACHER is qualified and certified by the State Department of Education to occupy.
 - c. That the District may, without liability, terminate this contract in accordance with the New Hampshire RSA 189:13, 31, and 32 and amendments, and this contract shall become void subject to appeal if the TEACHER is removed by the Superintendent or if the TEACHER's certificate, license, or permit is revoked by the Commissioner of Education.
 - d. That the contract is void unless the TEACHER holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
 - e. That, except as provided in "c" and "d", this contract may not be terminated at any time prior to its expiration without the consent of both parties.
 - f. That the District and the TEACHER agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings having the effect of law.
 - g. That this contract is contingent upon a positive criminal records check and fingerprinting.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

HUDSON SCHOOL DISTRICT

By _____
TEACHER

By _____
Chairman, School Board

APPENDIX C-2
NON-TEACHER PROFESSIONAL EMPLOYEE CONTRACT

Agreement made by and between the Hudson School District hereinafter called the District, and _____ hereinafter called the PROFESSIONAL EMPLOYEE.

1. The District agrees to employ the PROFESSIONAL EMPLOYEE as a _____ for the ensuing year from _____ to _____ at an annual salary of \$ _____ paid in 21 or 26 equal gross installments commencing on _____.
2. The PROFESSIONAL EMPLOYEE agrees to work for the District for said period and agrees to conform to and carry out all lawful rules and regulations, which may be enacted relative to the conduct of the schools and the PROFESSIONAL EMPLOYEE.
3. It is mutually agreed:
 - a. That the school year is not to be in excess of 180 school days and 8 other days devoted to school and educational work between _____ and _____.
 - b. That the PROFESSIONAL EMPLOYEE may be assigned only to such position as the PROFESSIONAL EMPLOYEE is qualified and holds required certificates and licenses to occupy.
 - c. That the District may, without liability, terminate this contract in accordance with the due process or New Hampshire RSA 189:31 and 32 and amendments, and this contract shall become void subject to appeal if the PROFESSIONAL EMPLOYEE is removed by the Superintendent or if a required certificate or license is revoked by the issuing agency.
 - d. That the contract is void unless the PROFESSIONAL EMPLOYEE holds all required certificates and licenses for the position for which he/she has been employed.
 - e. That, except as provided in "c" and "d", this contract may not be terminated at any time prior to its expiration without the consent of both parties.
 - f. That the District and the PROFESSIONAL EMPLOYEE agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings having the effect of law.
 - g. That this contract is contingent upon a positive criminal records check and fingerprinting.
 - h. That this contract is contingent upon the continued receipt of federal funds for the _____ school year.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

By _____
PROFESSIONAL EMPLOYEE

HUDSON SCHOOL DISTRICT
By _____
Chairman, School Board

APPENDIX C-3
PARAPROFESSIONAL CONTRACT

Agreement made by and between the Hudson School District hereinafter called the District, and _____ hereinafter called the PARAPROFESSIONAL.

1. The District agrees to employ the PARAPROFESSIONAL for the ensuing year from _____ to _____ at an annual salary of \$ _____ paid in 21 or 26 equal gross installments commencing on _____.
2. The PARAPROFESSIONAL agrees to work for the District for said period and agrees to conform to and carry out all lawful rules and regulations, which may be enacted relative to the conduct of the schools and the PARAPROFESSIONAL.
3. It is mutually agreed:
 - a. That the school year is not to be in excess of 180 school days and 5 other days devoted to school and educational work between _____ and _____.
 - b. That the PARAPROFESSIONAL may be assigned only to such position as the PARAPROFESSIONAL is qualified and holds required certificates and licenses to occupy.
 - c. That the District may, without liability, terminate this contract in accordance with the due process or New Hampshire RSA 189:31 and 32 and amendments, and this contract shall become void subject to appeal if the PARAPROFESSIONAL is removed by the Superintendent or if a required certificate or license is revoked by the issuing agency.
 - d. That the contract is void unless the PARAPROFESSIONAL holds all required certificates and licenses for the position for which he/she has been employed.
 - e. That, except as provided in "c" and "d", this contract may not be terminated at any time prior to its expiration without the consent of both parties.
 - f. That the District and the PARAPROFESSIONAL agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings having the effect of law.
 - g. That this contract is contingent upon a positive criminal records check and fingerprinting.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

HUDSON SCHOOL DISTRICT

By _____
PARAPROFESSIONAL

By _____
Chairman, School Board

APPENDIX C-4

LPN CONTRACT

Agreement made by and between the Hudson School District hereinafter called the District, and _____ hereinafter called the LPN.

1. The District agrees to employ the LPN for the ensuing year from _____ to _____ at an annual salary of \$_____ paid in 21 or 26 equal gross installments commencing on _____.

2. The LPN agrees to work for the District for said period and agrees to conform to and carry out all lawful rules and regulations, which may be enacted relative to the conduct of the schools and the LPN.

3. It is mutually agreed:
 - a. That the school year is not to be in excess of 180 school days and 5 other days devoted to school and educational work between _____ and _____.

 - b. That the LPN may be assigned only to such position as the LPN is qualified and holds required certificates and licenses to occupy.

 - c. That the District may, without liability, terminate this contract in accordance with the due process or New Hampshire RSA 189:31 and 32 and amendments, and this contract shall become void subject to appeal if the LPN is removed by the Superintendent or if a required certificate or license is revoked by the issuing agency.

 - d. That the contract is void unless the LPN holds all required certificates and licenses for the position for which he/she has been employed.

 - e. That, except as provided in "c" and "d", this contract may not be terminated at any time prior to its expiration without the consent of both parties.

 - f. That the District and the LPN agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings having the effect of law.

 - g. That this contract is contingent upon a positive criminal records check and fingerprinting.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

HUDSON SCHOOL DISTRICT

By: _____
LPN

By: _____
Chairman, School Board

Appendix D

Professional Development

The purpose of the eight Professional Development days should serve to support and improve the quality of classroom instruction and to provide activities that the teacher can use to fulfill the renewal of the teachers' state credential.

Activities may include but are not limited to workshops, guest speakers, curriculum work, opportunity for building, departmental and/or grade level collaboration (including PLC's), opportunity for classroom preparation, "meet and greet" time and district superintendent's meeting.

The schedule of the eight Professional Development days should conform to the following guidelines when possible:

- (a) Up to four (4) days in August (prior to the start of students)

	Day 1	Day 2	Day 3	Day 4
1/2 day	Supt. mtg	Principals	Teachers	Prof Dev.
1/2 day	Meet & greet	Principals	Teachers	Prof. Dev

- (b) Two (2) days scheduled within the 180-day school year.
(c) Two half-day early release days during the school year.
(d) One (1) day following the last day of school for students in June.

When four days in August cannot be scheduled, there should be three (3) days within the school year and the remainder as release days.

Nurses, Speech, and Occupational Therapists have special requirements for State license requirements. These individuals shall receive flex time credited toward the 8 non-instructional days for time taken for their specialized professional needs:

Speech Therapists:	2 day / year
Occupational Therapists:	2 days / year
Nurses:	2 days / year