

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**

9/1/2016 - 8/31/2021

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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, paraeducators, 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, including, but not limited to the unrestricted right:

- (a) to direct and manage all activities of the School District;
- (b) to direct the work of employees;
- (c) to hire, promote, transfer, assign and retain employees in positions within the School District and to suspend, demote, discharge, withhold all wage increases, or take any other disciplinary action against the employees,
- (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the items of this Agreement;
- (e) to maintain the efficiency of government operations;
- (f) to relieve employees from duties because of lack of work or for other legitimate reasons;
- (g) to determine the methods, means and personnel by which operations are to be conducted;
- (h) to take actions as may be necessary to carry out the mission of the School District in emergencies.

ARTICLE III - CONTRACTS

The individual contracts to be used for teachers, professional employees who are not teachers, and paraeducator 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.

Employees hired after July 1, 2016 shall not be eligible for Steps 17-19 on the Bachelors and Bachelors +20 tracks.

Beginning in 2016-17, Step 15 shall be added to the LPN and Para wage schedules.

Beginning in 2017-18, Step 16 shall be added to the LPN and Para wage schedules.

Beginning in 2018-19, Step 17 shall be added to the LPN and Para wage schedules.

Beginning in 2019-20, Step 18 shall be added to the LPN and Para wage schedules.

Employees currently on Step 2 (B schedule) and Step 2 (M schedule) shall be moved to Step 1 of respective wage schedules in 2016-17.

Beginning in 2017-18, a new Wage Schedule, B+20, shall be introduced, to be placed between the existing B and M wage schedules,

Steps Differential (from B wage schedule) shall be:

1-5 \$1,200

6-10 \$1,500

11+ \$1,750

Registered Nurses who are 'Certified School Nurses' or who have earned 20+ credits past a Bachelor's degree shall be placed on the B+20 wage schedule beginning in 2017-18.

LPNs designated as school-wide nurses shall be paid an annual lump sum payment of \$500. This lump sum shall be paid each December beginning in 2016-17 and shall not be added to the salary scale or otherwise included in LPNs' compensation in any other year.

(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) Steps on Salary Schedules. Employees shall be placed on steps as indicated on new salary schedules for 2016-17. Unless otherwise identified as exceptions to step movement (either by step freeze or multiple step movement), employees who are not on the top steps of their salary scales shall receive one step increase in 2017-18, 2018-19, 2019-20, 2020-21.¹

¹ See attached side letter re: exceptions to annual step movement.

(4) Paraeducator and LPN Longevity – Effective as of the 2017-2018 school year, paraeducators and LPNs who have completed the following years of service in the District shall be paid a lump sum payment for longevity at the completion of each school year in which it was earned:

20-24 years of service completed	\$500
25-29 years of service completed	\$750
30-34 years of service completed	\$1,000
35+ years of service completed	\$1,500

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, III and IV. 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. It is understood that steps may not reflect current levels of experience. New hires will not be placed on steps higher than continuing employees with the same experience unless the new hires' positions are in critical shortage areas as defined by the State Department of Education or in the CTE program.

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. Paraeducators 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 dies during the school year, his or her estate shall be entitled to a prorated share of salary based on the period of service in relation to the number of days schools are in session during the 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 employees 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. 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, which shall be Yellow Open Access with Choice Fund and Yellow Open Access No Choice Fund, or comparable medical insurance plan.

(2) For members of the bargaining unit who enroll in the Yellow Open Access with Choice Fund Plan offered by the District, the District and the member shall pay the following percentages of the premium:

For the term of this agreement, the District and the employee will share the costs of the Yellow Open Access with Choice Fund premium as follows: The District will pay 93% and the employee will pay 7% of the selected plan's premium.

Starting January 1, 2018, a high cost plan adjustment, if triggered under the Affordable Care Act, shall be applied as follows to the costs of the District and employee: The adjustment for high cost plan shall equal 40% of the excess of the plan's cost over \$850 per month (\$10,200 per year) for single coverage or over \$2,291.66 per month (\$27,500 per year) for two-person or family coverage.² The employee shall be responsible for the first \$100.00 for a single coverage plan and the first \$200.00 for a two-person or family coverage plan of the high cost plan adjustment. Any remaining portion of the high cost plan adjustment shall be shared equally (50/50) by the District and the employee.³

(3) For members of the bargaining unit who enroll in the Yellow Open Access No Choice Fund Plan offered by the District, the District and the member shall pay the following percentages of the premium:

² It is understood that the costs of \$850 per month (\$10,200 per year) for single coverage or over \$2,291.66 per month (\$27,500 per year) for two-person or family coverage, referenced herein, are subject to adjustment under the provisions of the Affordable Care Act.

³ *Example A:* Assume the annual premium for the selected plan with family coverage is \$28,000. The high cost plan adjustment is \$200 [40% x (\$28,000 - \$27,500)]. For the annual premium of \$28,000, the District will pay \$26,040 (93% x \$28,000), and the employee will pay \$2,160 (\$1,960 [7% x \$28,000] + \$200). *Example B:* Assume the annual premium for the selected plan with family coverage is \$29,000. The high cost plan adjustment is \$600 [40% x (\$29,000 - \$27,500)]. For the annual premium of \$29,000, the District will pay \$27,170 (\$26,970 + \$200), and the employee will pay \$2,430 (\$2,030 + \$200 + \$200).

Through December 31, 2017, the district and the employee will share the costs of the Yellow Open Access No Choice Fund premium as follows: The district will pay 95% and the employee will pay 5% of the selected plan's premium.

Starting January 1, 2018, a high cost plan adjustment, if triggered under the Affordable Care Act, shall be applied as described above for the Choice Fund Plan. The employee shall be responsible for the first \$100.00 for a single coverage plan and the first \$200.00 for a two-person or family coverage plan of the high cost plan adjustment. Any remaining portion of the high cost plan adjustment shall be shared equally (50/50) by the District and the employee.⁴

Starting July 1, 2018, the district and the employee will share the costs of the Yellow Open Access No Choice Fund premium as follows: The district will pay 94% and the employee will pay 6% of the selected plan's premium, subject to the high cost plan adjustment as described above.

(4) If two District employees are married to each other and take medical insurance coverage that is offered by the District, they shall take the coverage or combination of coverages whose premium(s) is least costly.⁵

(5) 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.

(6) Employees shall be provided adequate time in a June staff meeting or professional development day to complete the Health Assessment survey. Those who have already completed the survey and provide proof of same, shall be excused.

(7) Insurance Opt-Out Payment - Effective as of the 2017-18 school year, for all employees who choose not to enroll in a health plan offered by the District, and provided that 25% or more of all employees within the bargaining unit choose not to enroll in a health plan offered by the District, the District shall pay an annual amount of \$2,000, subject to the following conditions:

a) Employees must declare their election not to enroll in a health insurance plan offered by the District no later than May 15 of the school year immediately preceding the school year for which the declaration is made.

⁴ See Examples A and B in footnote above.

⁵ Example: Assume two employees of the District are married to each other, they take medical insurance coverage offered by the District, and they cover a child as well as themselves. If the premium for a family coverage plan would be less than the premium for one single coverage plan and one 2-person coverage plan, the employees will take the family coverage plan.

- b) The District shall inform the Federation by June 1 as to whether or not the 25% threshold has been satisfied.
- c) In the event the 25% threshold is not satisfied, the employees may choose to enroll in a health plan offered by the District by June 15.
- d) Unless there is a qualifying event that occurs after May 15, the employee may not enroll in the District's health plan until the following open enrollment period.
- e) The \$2,000 payment shall occur in the last pay period of the school year.
- f) If an employee declares they have a qualifying event prior to the last pay period the employee shall not be eligible for the payment.
- g) By September 15, on an annual basis, the District may inquire of all employees who are not enrolled in a District's offered health plan under this agreement as to whether or not they intend to enroll in a District plan in the following year, for budgeting purposes. The September 15 declaration is non-binding.
- h) Eligibility for receipt of the \$2,000 payment described herein is conditional upon the employee otherwise being enrolled in a health insurance plan that is not subsidized insurance under the Affordable Care Act.

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 employees to take advantage of the Federal Law concerning tax-free annuities.

F. WORKER'S COMPENSATION

Employees 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 employee 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 an employee 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 \$75,000 per school year. Effective July 1, 2017, the total courses approved will not exceed in cost to the District an amount equal to \$90,000 per 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.

Employees may apply for the maximum allowable course reimbursement, but will not be reimbursed for a second course until every employee 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-six (186) days for all employees, except the paraeducators, 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.

The length of the work year for paraeducators shall be one hundred and eighty three (183) days. Specific days required of paraeducators shall be communicated in writing no less than seven (7) days prior to the first required day of work.

There shall be no workshop days on Federal, State or school holidays unless there is prior mutual agreement.

OPENING OF SCHOOL

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 6-8 will be given six (6) preparation periods per week. The use of preparation time shall be as was practiced on 1/27/94. Teachers at the high school, grades 9-12, working under the 8-Period Modified Block will have no less than 225 minutes of preparation time per normal school week. The daily preparation time will not be less than 45 continuous minutes. One day in a normal school week shall be a 90-minute preparation continuous block. Each teacher shall be provided not less than a 25

minute uninterrupted lunch however any additional time gained beyond the 25 minutes during the lunch is to be used at the teacher's discretion for individual planning and preparation.

Teachers will be assigned a non-instructional duty during one of the periods which will not exceed 225 minutes in a normal week. A teacher may volunteer, but it shall not be requested of them, to do an assistance duty helping students, and if they volunteer for this duty, they will only do this three of out of the four days this period meets: one of the days being a block day. The additional period is to be used by the teacher for individual planning and preparation.

Teachers who teach 6 classes will continue to be compensated at the current rate in accordance with their per diem. Since they then become teachers who are performing an instructional duty and would only be required to do that 3 days a week, they will continue to be compensated for the extra hour that they are working each week.

3. The length of the work day for paraeducators shall consist of the standard teacher work day. New duties and new evening responsibilities will not be assigned to paraeducators 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 paraeducators. Paraeducators shall not be assigned lunch and bus duties.
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. EMPLOYEE FILES

1. Employee files shall be maintained under the following circumstances:
 - a. No material derogatory to a employee's conduct, service, character or personality shall be placed in the OFFICIAL PERSONNEL files by an administrator unless the employee is sent a dated copy at the same time.
 - b. The employee 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 employee's personnel file.

G. ASSISTANCE IN ASSAULT CASES

1. Employees 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 employees in connection with their employment, to the Superintendent of Schools.
3. Whenever it is alleged that an employee has assaulted a person or that a person has assaulted an employee the Principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the employee 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 employee 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 employee.
2. An employee 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 Preschool-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.

Paraeducators shall receive one hour per week of 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. No calendar shall be created where the last scheduled day of a 185 day school year will be after June 21 or has bargaining unit employees reporting for work prior to

August 23. No school days are to be scheduled on Columbus Day, Thanksgiving Day, the day before Thanksgiving day, the day after Thanksgiving day, Christmas Eve, Martin Luther King Day, Labor Day, Memorial Day, or Veterans Day.

ARTICLE VII - LEAVE POLICIES

A. SICK LEAVE

1. Each employee 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. An employee may draw up to a maximum of 13 days for the current year, but if that employee terminates his or her employment the salary paid for the unearned sick days expended will be deducted from that employee'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 employee 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 employee and adding it to the existing bank beginning on the first school day of each school year until the number of days exceeds a number equivalent to six times the number of personnel in the Bargaining Unit. Days already in the Sick Bank as of June 30, 2016 shall carry over into this Agreement. 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 employees in the unit, one day per employee will be deducted from each employee 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 employee's disability must be certified in writing by the employee'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 employee 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 employee 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 employee 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 an employee returns to duty at the expiration of the two-year period, her employment shall be terminated. Should an employee refuse an assigned position in an area where she is certified, all maternity and other contractual benefits shall cease immediately.
4. A male employee 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 employee 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 employees upon the death of anyone in the immediate family.
2. Immediate family shall mean the employee'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 employee'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) employee 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 employee 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, an employee 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. Employees 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.

Employees 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 employee.

G. EDUCATIONAL LEAVE

1. Leave of absence without pay may be granted to employees 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.
2. Subject to prior approval and the availability of funds, the Board shall pay reasonable expenses incurred by employees 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. Employees 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. Employees 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 employee 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 employees 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.
3. Leaves of absence may be extended by the School Board.
4. Failure to return from leave of absence will be considered as a resignation unless such leave has been extended by the Board.
5. An employee returning from a leave of absence shall be reinstated to a position for which that employee is certified and shall retain all benefits held at the time the leave became effective.
6. An employee on leave of absence must notify the Superintendent of Schools by March 1st in the year the leave expires of the employee's intent to return to active duty the following September.
7. Any employee 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. 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. This provision does not apply to paraeducators or LPNs.

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. The Hudson School Board may, in its complete discretion, grant waivers to the September 15th date of notice in cases of serious unforeseen circumstances.

- 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 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 of receipt of the decision 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 of the meeting held to discuss the matter.

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, provided however that either party may appeal under the provisions of RSA 542. 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 employee withdrawing or dropped from payroll deductions.
3. Any employee 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 employees 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 employee for expression of the employee'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 perform 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: 6-11, 12-17, 18+ (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. PARAEDUCATORS

- 1. In case of lay off in this classification, the following criteria shall determine the order in which paraeducators 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 paraeducators (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 paraeducators 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, 2016 and shall continue in force and effect until August 31, 2021. Negotiations for a subsequent Agreement shall commence on May 1, 2020, or as soon thereafter as shall be mutually agreeable.

The Board agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.02(b).

The Board or the Federation may reopen negotiations on insurance and salaries if it deems it desirable to do so to avoid penalties under the Affordable Care Act.

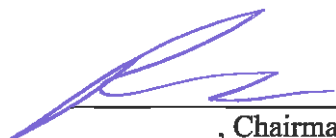
SIDE BAR AGREEMENT

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

SIGNATURES

Agreed to by and between the parties at Hudson, New Hampshire, as evidenced by the signatures of their duty authorized representatives, set forth below, this 2nd day of June, 2016.

For the Hudson School Board:


_____, Chairman 6/13/16
Date


_____, Superintendent 6/13/16
Date

For the Hudson Federation of Teachers:


_____, Elizabeth Lavoie, President 6/2/16
Date


_____, Witness 06.15.16
Date

The Negotiating Committee:

- Elizabeth Lavoie
- Scott Szuksta
- Jennifer LaFrance
- Jodi Hallas
- Jamieson Joyal
- Kim Bourassa
- Mary Levesque
- Lise Linehan
- Lauren Romanaskous
- Douglas Ley, AFT-NH Staff Representative

Appendix A

In year one of the contract (2016-17), the first salary schedule listed would be in effect. Step zero would be added for one year. Steps will be adjusted throughout the teaching staff.

The scale in year 2 (2017-18) would be in place for the remainder of the contract. In year 2, step zero would be eliminated. All staff receives a step raise in each year of the contract.

Year 2 Bachelor's plus 30 credits added.

YEAR 1

STEP	BACHELORS	Step	MASTERS	Step	MASTERS +30
0	\$36,000 (YR 1 only)	0	\$38,000	0	\$39,000
1	\$37,000	1	\$39,000	1	\$40,000
2	\$38,000	2	\$40,500	2	\$41,500
3	\$39,000	3	\$42,000	3	\$43,000
4	\$40,000	4	\$43,000	4	\$44,400
5	\$41,000	5	\$44,500	5	\$45,500
6	\$42,500	6	\$46,000	6	\$47,000
7	\$44,000	7	\$48,000	7	\$49,000
8	\$45,500	8	\$49,500	8	\$50,500
9	\$47,000	9	\$51,000	9	\$52,000
10	\$48,500	10	\$53,500	10	\$54,500
11	\$51,000	11	\$55,000	11	\$56,000
12	\$53,000	12	\$56,500	12	\$57,500
13	\$55,000	13	\$58,000	13	\$59,000
14	\$56,500	14	\$60,500	14	\$61,500
15	\$58,000	15	\$62,500	15	\$63,500
16	\$60,500	16	\$64,000	16	\$65,000

YEAR 2

STEP	BACHELORS	BACHELOR'S +30	Step	MASTERS	MASTER'S +30
1	\$37,000	\$38,200 +\$1,200	1	\$40,000	\$41,200 +\$1,200
2	\$38,000	\$39,200	2	\$41,000	\$42,200
3	\$39,000	\$40,200	3	\$42,000	\$43,200
4	\$40,000	\$41,200	4	\$43,000	\$44,200
5	\$41,000	\$42,200	5	\$44,000	\$45,200
6	\$42,500	\$44,500 +\$1,500	6	\$46,000	\$47,500 +\$1,500
7	\$44,000	\$45,500	7	\$47,750	\$49,250
8	\$45,500	\$47,000	8	\$49,500	\$51,000
9	\$47,000	\$48,500	9	\$51,250	\$52,750
10	\$48,500	\$50,000	10	\$53,000	\$54,750
11	\$51,000	\$52,750 +\$1,750	11	\$56,000	\$57,750 +\$1,750
12	\$53,000	\$54,750	12	\$58,000	\$59,750
13	\$55,000	\$56,750	13	\$60,000	\$61,750
14	\$57,000	\$58,750	14	\$62,000	\$63,750
15	\$59,000	\$60,750	15	\$64,000	\$65,750
16	\$60,500	\$62,225	16	\$66,000	\$67,750
			17	\$68,000	\$69,750
			18	\$70,000	\$71,750

Appendix A (cont.)

Step 17-19 Bachelors and Bachelors +30
not available to staff hired after 1/1/2016

17	\$61,500	\$63,250
18	\$63,000	\$64,750
19	\$64,000	\$65,750

PARA EDUCATOR PAY SCALE

LPN PAY SCALE

STEP	PARA 1	PARA 2	STEP	
0	\$16,498	\$16,998	0	\$19,088
1	\$17,094	\$17,594	1	\$19,684
2	\$17,599	\$18,099	2	\$20,189
3	\$18,713	\$19,213	3	\$21,303
4	\$19,464	\$19,964	4	\$22,054
5	\$20,202	\$20,702	5	\$22,792
6	\$20,953	\$21,453	6	\$23,543
7	\$21,717	\$22,217	7	\$24,307
8	\$22,494	\$22,994	8	\$25,084
9	\$23,219	\$23,719	9	\$25,809
10	\$24,048	\$24,548	10	\$26,638
11	\$25,110	\$25,610	11	\$27,700
12	\$26,159	\$26,659	12	\$28,749
13	\$26,832	\$27,332	13	\$29,442
14	\$27,182	\$27,682	14	\$29,772
2016-17 Add step				
15	\$28,182	\$28,682	15	\$30,772
2017-18 Add step				
16	\$29,182	\$29,682	16	\$31,772
2018-19 Add step				
17	\$30,182	\$30,682	17	\$32,772
2019-20 Add step				
18	\$31,182	\$31,682	18	\$33,772

APPENDIX B
Extracurricular and Co-Curricular Stipends

Athletics Stipends

<u>AHS Fall</u>	<u>2016-21</u> <u>stipend</u>	<u>AHS Spring</u>	<u>2016-21</u> <u>stipend</u>
Varsity Girls Soccer	\$3,500	Varsity Baseball	\$3,850
JV Girls Soccer	\$2,450	Junior Varsity Baseball	\$2,700
Boys Varsity Soccer	\$3,500	Pitching Coach	\$2,700
JV Boys Soccer	\$2,450	Varsity Softball	\$3,850
Girls Cross Country	\$3,500	Junior Varsity Softball	\$2,700
Girls Asst. Cross Country	\$2,450	Boys Varsity Tennis	\$3,150
Boys Cross Country	\$3,500	Girls Varsity Tennis	\$3,150
Boys Asst. Cross Country	\$2,450	Boys Varsity Spring Track	\$3,850
Varsity Golf	\$3,150	Girls Varsity Spring Track	\$3,850
JV Golf	\$2,205	Asst. Track	\$2,700
Head Varsity Football	\$6,800	Asst. Track	\$2,700
Asst. Football	\$5,100		
Asst. Football	\$5,100		
Freshman Football	\$4,420		
Freshman Football	\$4,420		
			<u>2016-21</u> <u>stipend</u>
Varsity Volleyball	\$3,500	<u>HMS All seasons</u>	
JV Volleyball	\$2,450	Girls X-C	\$1,400
Freshman Volleyball	\$2,275	Boys X-C	\$1,400
Fall Varsity Cheerleading	\$2,900	Girls Soccer	\$1,600
Fall JV Cheerleading	\$2,030	Boys Soccer	\$1,600
		Boys B-Ball	\$2,400
		Girls B-Ball	\$2,400
		Boys Spring Track	\$1,850
		Girls Spring Track	\$1,850
		Cheerleading	\$2,200
		Volleyball	\$1,200
		Baseball	\$2,000
		Softball	\$2,000
<u>AHS Winter</u>	<u>2016-21</u> <u>stipend</u>		
Varsity Wrestling	\$4,700		
JV Wrestling	\$3,300		
Boys Varsity Basketball	\$5,250		
Boys JV Basketball	\$3,675		
Boys Freshman Basketball	\$3,410		
Varsity Girls Basketball	\$5,200		
JV Girls Basketball	\$3,675		
Freshman Girls Basketball	\$3,410		
Varsity Girls Indoor Track	\$3,500		
Asst. Girls Indoor Track	\$2,450		
Varsity Boys Indoor Track	\$3,500		
Assistant Boys Indoor Track	\$2,450		
Winter Varsity Cheerleading	\$2,900		
Winter JV Cheerleading	\$2,030		
Varsity Swim Coach	\$3,500		
Asst. Swimming	\$2,450		
Head Ice Hockey Coach	\$3,850		
Assistant Hockey Coach	\$2,700		

APPENDIX B (continued)
Extracurricular and Co-Curricular Stipends

Non-Athletics Stipends

<u>Category 1</u>	<u>2016-21 stipend</u>	<u>Category 2</u>	<u>2016-21 stipend</u>	<u>Category 3</u>	<u>2016-21 stipend</u>	<u>Category 4</u>	<u>2016-21 stipend</u>
<u>Elementary</u>		<u>Elementary</u>		<u>Elementary</u>		<u>HMS</u>	
Battle of Books	\$500.00	Drama	\$950.00	NWES Chorus	\$2,000	Ath. Dir	\$4,700
Ski Club	\$500.00			HGS Chorus	\$2,000	Curtain Club	\$4,700
		<u>HMS</u>				<u>AHS</u>	
<u>HMS</u>		Amb/Hope	\$950.00	<u>HMS</u>		Class Act	\$4,700
Intramural	\$500.00	Art Club	\$950.00	Music (inst)	\$2,000		
		Computer Club	\$950.00	Jazz Band	\$2,000	Faculty Mgr	\$4,700
Intramural	\$500.00	Ski Club	\$950.00	Grade 8 Adv	\$2,000	FFA Comp.	\$4,700
Intramural	\$500.00	Swing Chorus	\$950.00	Intramural	\$2,000	School Play	\$4,700
		Student Senate	\$950.00	Stud Act 6-8	\$2,000	Sr. Class	\$4,700
Intramural	\$500.00	Wrestling Club	\$950.00	Yearbook	\$2,000	STUCO	\$4,700
Intramural	\$500.00			OM Advisor	\$2,000	Yearbook	\$4,700
Intramural	\$500.00	<u>AHS</u>		Spec. Olym.	\$2,000		
Intramural	\$500.00	Amb/Hope	\$950.00				
Intramural	\$500.00	Art Club	\$950.00	<u>AHS</u>			
Intramural	\$500.00	French NHS	\$950.00	Acadeca	\$2,000		
Intramural	\$500.00	Fresh. Class	\$950.00	Alvirne Amb	\$2,000		
Intramural	\$500.00	Key Club	\$950.00	Asst. Band	\$2,000		
Intramural	\$500.00	Model UN	\$950.00	Asst. Cls act.	\$2,000		
Intramural	\$500.00	Multicultural	\$950.00	Color Guard	\$2,000		
Bowling	\$500.00	Photo Club	\$950.00	FFA Ag	\$2,000		
Chess Club	\$500.00	Recycling	\$950.00	FFA Hort	\$2,000		
Sewing Club	\$500.00	Soph. Class	\$950.00	Fitness Club	\$2,000		
Math Club	\$500.00	Spanish NHS	\$950.00	HOSA	\$2,000		
Battle of Books	\$500.00	WATS Club	\$950.00	Intramural	\$2,000		
Book Club	\$500.00	ECE	\$950.00	News Paper	\$2,000		
		Outing Club	\$950.00	Perc. Dir	\$2,000		
		Junior Class	\$950.00	Studio 19	\$2,000		
<u>AHS</u>				FBLA	\$2,000		
Culinary Arts	\$500.00			DECA	\$2,000		
Math Team	\$500.00						
Tech. Honor Soc.	\$500.00						

Effective 2010-11 school year, chaperone pay for Memorial School and Alvirne High School is \$12.00 per hour.

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 6 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 6 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
PARAEDUCATOR CONTRACT

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

1. The District agrees to employ the PARAEDUCATOR for the ensuing year from _____ to _____ at an annual salary of \$ _____ paid in 21 or 26 equal gross installments commencing on _____.
2. The PARAEDUCATOR 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 PARAEDUCATOR.
3. It is mutually agreed:
 - a. That the school year is not to be in excess of 180 school days and 3 other days devoted to school and educational work between _____ and _____.
 - b. That the PARAEDUCATOR may be assigned only to such position as the PARAEDUCATOR 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 PARAEDUCATOR 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 PARAEDUCATOR 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 PARAEDUCATOR 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 _____
PARAEDUCATOR

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 3 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 six 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 meetings.

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

- (a) Up to three (3) days prior to the first day of school for students with a minimum of one full and uninterrupted day for teachers to prepare their rooms.
- (b) Two (2) days scheduled within the 180-day school year.
- (c) One half-day early release day during the school year.
- (d) One half-day following the last day of school for students in June.

Nurses, and Speech, and Occupational Therapists (if remaining in unit) have special requirements for State license requirements. These individuals shall receive flex time credited toward the 6 non-instructional days for time taken for their specialized professional needs:

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

HUDSON SCHOOL BOARD AND HUDSON FEDERATION OF TEACHERS

SIDE LETTER RE: EXCEPTIONS TO STEP MOVEMENT

The Hudson School Board (“Board”) and Hudson Federation of Teachers (“Federation”) hereby agree to the following exceptions to annual step movement under the terms of the parties’ tentative agreement for a 2016-2021 collective bargaining agreement, and specifically Article IV, A, (3)(a):

(1) The following Bachelor’s Track teachers shall receive a two-step increase effective as of the 2017-18 school year:

LAIJOIE	PATRICIA	B	12	\$ 50,648	13	\$ 55,000	15	\$ 59,000
LAVOIE	ELIZABETH	B	12	\$ 50,648	13	\$ 55,000	15	\$ 59,000
NADEAU	KARA	B	12	\$ 50,648	13	\$ 55,000	15	\$ 59,000

(2) The following Master’s Track teachers shall remain on Step 15 for the 2016-17 and 2017-18 school years:

CURRY	JOANNE	M	17	\$ 59,755	15	\$ 62,500	15	\$ 64,000
HALES	JENNIFER	M	17	\$ 59,755	15	\$ 62,500	15	\$ 64,000
BUCKNAM	HEATHER	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
CRAIG	ELIZABETH	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
DETOUR	JUDITH	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
GREENGLASS	PAULA	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
LEE	MICHAEL	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
LEVESQUE	MARY	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
MELLOTT	PATRICIA	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
MERROW	HEIDI	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
NOONE	LINDA	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
PELLETIER	AMY	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
PROPHET	PAMELA	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
REVER	VIRGINIA	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
STEWART	SVETLANA	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
SURPRENANT	CARLA	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000
WHITELEY	BRENDA	M	18	\$ 60,950	15	\$ 62,500	15	\$ 64,000

Signed this _____ day of May, 2016.


Hudson School Board


Hudson Federation of Teachers