

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**

07/01/2023 – 06/30/2025

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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,¹ speech-language pathologists, occupational therapists, physical therapists, library media specialists 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.

¹ *The Federation agrees to the removal of the position of "paraeducators" from the recognition clause upon the agreement of the Hudson Federation of PSRP, AFT #6245 to modify its bargaining unit in the next negotiations to include the position of "full-time paraeducators". The Federation also agrees to the removal of the position of "licensed practical nurse" from the HFT bargaining unit and placement within the Hudson Federation of PSRP, AFT #6245 unit based upon an agreement of the Hudson Federation of PSRP, AFT #6245 to modify its bargaining unit in the next negotiations by adding said position.*

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, 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.

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 certified teachers, professional employees who are not certified 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.

The “teacher” contract shall be used for all employees who are certified through the New Hampshire Department of Education. The “professional employee” contract shall be used for all other employees whose certification or licensure is through another appropriate state agency or board other than the New Hampshire Department of Education.

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 reflected in Appendix A for the 2023-2024 and 2024-2025 school years.

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.

Any Para I, Para II or LPN at top step for the 2022-2023 contract year shall go “off schedule” for the 2023-2024 contract year with an additional pay increase of .80 cents per hour above Step 18.

In the event Para I, Para II or LPN positions remain in the HFT bargaining unit for the 2024-2025 contract year, Para I, Para II or LPN shall receive a one-step pay increase, any Para I, Para II or LPN at top step for the 2023-2024 contract year or “off schedule” for the 2023-2024 contract year, shall receive an additional pay increase of .80 cents per hour above Step 18.

LPNs designated as school-wide nurses shall be paid an annual lump sum payment of \$1,000. This lump sum shall be paid in two \$500 installments, the first payment in the first pay period of January and the second payment in the last pay period of June, 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 who are not on the top step of their respective salary schedule shall receive one step increase for contract years 2023-24 and 2024-25.

(4) Paraeducator and LPN Longevity – 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

(5) The onetime, non-cumulative, top step stipends, to be paid in each year of the contract, shall be paid in two equal installments, the first payment in the first pay period of December and the second payment in the final pay period of June.

In the event that an employee resigns after their first payment in December, they shall be entitled to their remaining stipend, to be paid out in their final paycheck.

TEACHER GRANTS AND INCENTIVES FUND – Effective July 1, 2024, an incentive program for both motivating and rewarding employees, and designing opportunities for work, achievement, and professional growth that will enrich the work experience while making important contributions to the district's programs is hereby established. It will be the intent of the Teacher Grant and Incentive Fund to compensate teachers for performing services and assuming responsibilities that support school district and building goals and that are beyond the usual high expectation for Hudson classrooms.

\$40,000 shall be eligible for distribution from this fund on an annual basis, with a maximum payment of \$2,000 per teacher per contract year.

A Teacher Grants and Incentives Program Committee is an integral part of this model. It should represent the stakeholders of the Hudson educational community (board, community, administrators, and teachers) with a majority representation comprised of teachers. The Board and Federation shall ensure adequate membership on this committee from each section of this community.

JOINT STUDY COMMITTEE - Effective as of voter ratification of this agreement, an advisory committee consisting of three members appointed by the Federation and three members appointed by the School Board is hereby established for the purpose of studying alternative compensation methods, and professional evaluation plans relating thereto, for consideration in negotiations for future collective bargaining agreements and making recommendations to the parties regarding ways to include alternative compensation methods in the next contract and future contracts. The committee's findings/recommendations shall be presented in writing to the parties no later than May 1, 2024.

Teachers serving on this joint study committee shall be paid \$20.00 per hour for when this committee is meeting.

B. EXTRACURRICULAR ACTIVITY

1. Assignment to extracurricular activity shall be voluntary.
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. Extra-curricular and Co-curricular Stipends: The parties shall create and maintain an annual Stipend Committee comprised of: the Superintendent, Athletic Director, and up to five members appointed by the Federation and up to five members appointed by the Superintendent.

The Stipend Committee will examine the current structure and pay for all stipend positions and adopt such rules as may be necessary to ensure equity and accuracy between and among the payment categories and stipend amounts. Minutes shall be maintained for these meetings.

The Committee shall be responsible for examining the addition, update, deactivation and/or re-activation of extra-curricular or co-curricular positions.

The Stipend Committee will annually review the extracurricular and co-curricular stipends and recommend changes. Changes will be approved by the HFT membership and the Hudson School Board. The revised list will be published.

\$350,000 will be budgeted for the 2023-2024 and 2024-2025 contract years to cover the cost of stipends for extra-curricular or co-curricular positions.

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. Para-educator II Certification

Those employees who have achieved a para-educator II certification, shall be paid an additional \$500 in their annual wage as reflected in the Para II salary track. For those employees who obtain their para-educator II certification during the course of the school year, the \$500 bonus will be paid on a pro-rated basis for the remainder of that school 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.
4. The District shall send out an email to all HFT returning employees by June 1st of each year showing the dates for each payroll period for the upcoming contract year.
5. Any Para I, Para II or LPN paid on an equalized or “balanced pay” basis as of June 30, 2023, at their option, shall be paid in one of the following manners as of July 1, 2023:
 - (a) Anticipated annual wages, divided by 26, which equals 25 bi-weekly checks, and one reconciliation payment. It is understood that present practice is to combine the final five bi-weekly paychecks into one “balloon” payment that is issued before the end of the fiscal year (June 30).
 - (b) Anticipated annual wages, divided by 21, which equals 20 bi-weekly checks plus one reconciliation payment, or
 - (c) Full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

Any Para I, Para II or LPN hired on or after July 1, 2023, shall be paid full pay

for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

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 either the Yellow Open Access with Choice Fund Plan or Yellow Open Access No Choice Fund Plan offered by the District, the District and the member shall pay the following percentages of the premium:

For contract year 2023-2024 and 2024-2025, the district and the employee will share the costs of the premium as follows: The district will pay 89.5% and the employee will pay 10.5% of the selected plan's premium.

(3) 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.²

(4) A Medical Insurance Committee will be formed at the discretion of the Board. 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.

(5) Insurance Opt-Out Payment - 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.

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.

² 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.

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 additional 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 \$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.

Effective for teachers hired on or after July 1, 2023; effective July 1, 2024 for teachers employed during the 2022-2023 contract year:

As a condition of course reimbursement for courses completed after the effective date of this agreement, the employee must agree in writing that if the employee voluntarily leaves employment with the School District, the employee will repay the District in accordance with the following schedule:

Separation within one (1) school year of reimbursement repayment	50%
Separation within two (2) school years of reimbursement repayment	25%

An employee may seek a waiver from repayment in the event of an unforeseen medical event with the employee, spouse/partner, and/or family member or unforeseen adverse circumstances impacting the employee. A waiver of repayment under this provision shall be at the discretion of the school board, which shall not be unreasonably withheld for circumstances outlined above.

For Allied Health Professionals (“AHP”), specifically Speech Language Pathologists, Occupational Therapists and Physical Therapists, and Nurses, and subject to the approval of the Superintendent or designee, the District shall pay up to a maximum of \$500 per employee for continuing education and workshops.

H. DIRECT DEPOSIT

The Hudson School District agrees to deduct from salary and transmit via direct deposit to the financial institution of choice 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, two-person, or 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-seven (187) 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 non-student days, which shall be dedicated to professional development activities. See Appendix C.

The length of the work year for paraeducators shall be one hundred and eighty-five (185) days. Specific days required of paraeducators for the entire school year 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.

NEW TEACHER ORIENTATION

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 each District wide orientation session.

B. LENGTH OF WORK DAY

1. The standard work day for all teachers³ represented by the Federation will be seven (7) consecutive hours and twenty (20) minutes, 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 3:30 pm

Middle School – 7:20 am to 2:40 pm

High School – 7:15 am to 2:35 pm

The additional ten minutes added before the student day and the ten minutes after the student day shall be used in the classroom or work location.

2. Paraeducators - 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.

³ The word “teachers” shall apply throughout Article VI and other provisions of the CBA to all positions covered by the collective bargaining agreement unless there is a special provision for particular positions.

3. 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.
4. On delayed opening days, arrival time for teachers is ten (10) minutes before student arrival.

C. LUNCH

1. All teachers, paraeducators, and nurses Preschool – Grade 8 shall be provided with a thirty (30) minute and duty-free lunch. For Grades 9-12, the duty-free lunch shall be twenty-five (25) minutes.
2. In the event of a medical emergency, the lunch period may be interrupted for nurses.

D. PLANNING AND PREPARATION TIME

1. ELEMENTARY

- a) All teachers represented by the Federation in grades Pre-school through Grade-5 will receive a 30-minute and 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. Planning periods for specialist positions may be scheduled separately from their lunch period.
- b) 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.
- c) In the absence of a monitor, a teacher will be assigned on a rotating basis at a rate of twenty dollars (\$20.00) per hour.

2. MIDDLE SCHOOL

- a) All teachers represented by the Federation in grades 6-8 will be given seven (7) preparation periods (equal to the instructional period) per week.
- b) PLCs shall meet three (3) times per week. One PLC shall be a Department PLC and two shall be a Team PLC.

3. **HIGH SCHOOL**⁴

a) Teachers shall be provided with at least a block of eighty (80) minutes per day of uninterrupted individual planning time. Any other time in the schedule that is not assigned as instruction, duty, flex, PLC, or Professional Learning Activities shall be designated as additional individual teacher preparation time. This additional time may be utilized as Professional Learning Activities one time per quarter.

b) PLCs Teachers shall be provided with one block of eighty (80) minutes per week of teacher-led-PLCs (Professional Learning Communities or Professional Learning Activities) under the general supervision of department heads towards department, school, and district goals.

4. **NURSES** 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. **RELATED SERVICE PROVIDERS (SLP/SLS, OT, PT)** will receive at least 225 minutes of duty-free planning time per week. The provider can schedule this at their discretion; however, they should be allowed to schedule at least 4 planning periods in 30-minute blocks (120 of the 225 minutes). This may or may not be adjacent to their lunch period.

6. **LIBRARIANS** If librarians are required to provide direct classroom instruction, they will receive two (2) planning periods per week.

7. **PARAEDUCATORS** Paraeducators shall receive sixty minutes per week of planning time.

E. DUTIES

1. **ELEMENTARY** Teachers may be assigned bus duty on an equitable and rotating basis.

2. **MIDDLE SCHOOL** Teachers may be assigned paid lunch duty on an equitable and rotating basis.

3. **HIGH SCHOOL** Teachers may be assigned up to a total of eighty (80) minutes of non-instructional duty per week.

4. **PARAEDUCATORS** Paraeducators shall not be assigned lunch and bus duties.

5. **NURSES** Nurses will not be assigned to a bus duty or a lunch duty.

⁴ CTE IS INCLUDED IN ALL HIGH SCHOOL WORKING CONDITION LANGUAGE.

6. **LIBRARIANS** will not be required to perform duties. In the event support staff is assigned to the library, the librarian could be required to perform duties.

7. **LUNCH DUTY**

Lunch duty will be on a voluntary paid basis at a rate of twenty dollars (\$20.00) 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 twenty dollars (\$20.00) per hour.

F. INSTRUCTIONAL TIME

1. HIGH SCHOOL

a) Teachers will have no more than three instructional blocks of eighty (80) minutes per day. If the District contemplates moving to a longer block or more instructional blocks per day, it is necessary for the parties to agree before any such change is implemented. It is understood that CTE teachers teach three (3) classes in six (6) blocks.

b) “Flex time” shall be five days a week and teachers shall utilize this time in one or more of the following categories: academic support, enrichment, study hall, advisory, or grade level activities. Flex time shall be thirty-five (35) minutes per day. There shall be no more than fifteen (15) students in a flex period unless requested by the teacher. Should the number exceed fifteen (15) students due to an increase in enrollment, this subject matter shall be re-opened by the parties. If a teacher is absent, the teacher shall not be required to leave lesson plans for Flex.

2. TEACHING A SIXTH CLASS

Middle School (Unified Arts Teachers)

a) Unified Arts teachers will teach six (6) classes per day in lieu of homeroom and shall be paid one-thousand dollars (\$1,000) per year to be paid in two \$500 installments, one in December and one in June.

b) Middle School and High School

Any non-Unified Arts teacher who agrees to teach more than five (5) classes shall be compensated at the following rates.

1. If a teacher accepts an additional course section in what they are currently teaching, the rate would be thirteen-percent (13%) of the employee’s per diem rate per additional section.

2. If the sixth (6th) class is different than the other assigned classes for the teacher and requires different preparation then the rate would be twenty-percent (20%) of the employee's per diem rate per additional section.

G. 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.

H. 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.

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. 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 teacher work day of a 187 day teacher work year will be after June 21 or has bargaining unit employees reporting for work more than twelve (12) calendar days prior to Labor Day. 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.

K. PERSONNEL FILES

1. Employee files shall be maintained under the following circumstances:
 - a. No material derogatory to an employee's conduct, service, character or personality shall be placed in the 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.
3. The parties agree that any discipline that has been placed into the personnel file of an employee which is more than three (3) years old from the date of its issuance, and provided that no further discipline has been imposed within the three (3) years, may be removed from the file at the sole discretion of the Superintendent upon the written request of the employee.

L. 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.

M. 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.

ARTICLE VII - LEAVE POLICIES

A. SICK LEAVE

1. Each employee is entitled to a leave of absence for sickness, injury, and emergency, and for any proper FMLA purpose 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 or injury of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee, or any other reasonable category approved by the Superintendent or the Principal of the building.

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 30th each contract year, shall carry over into the next contract year. 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 140 days per applicant per illness.

C. BEREAVEMENT LEAVE

1. Five (5) 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, and grandchild.
3. Three (3) days funeral leave without loss of pay shall be granted to employees upon the death of their aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparents-in-law or any other family member living in the employee's household.
4. One official designee of the Federation shall be allowed to attend the funeral of any members of the bargaining unit.
5. 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.
6. An employee shall be permitted to use up to a maximum of five (5) sick days for bereavement purposes, upon exhaustion of the days 5 or 3 days described above.

Additional bereavement leave beyond the days described above and five (5) sick days may be granted with the permission of the Superintendent of Schools or designee.

D. PARENTAL LEAVE

1. An employee shall be granted a parental leave of absence without pay to become effective upon recommendation of the employee's physician and to end not more than the balance of a school year plus one year following birth or adoption of a child.
2. An employee on parental leave shall notify the Superintendent in writing by March 1st of the year which the leave expires of the employee's intent to return to active duty the following September. Said employee shall be reinstated to a position for which the employee 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 parental leave period, the employee's employment shall be terminated. Should an employee refuse an assigned position in an area where the employee is certified, all parental and other contractual benefits shall cease immediately.
4. Any employee on an unpaid leave of absence shall not be entitled to sick leave days or other benefits as defined in this section.

E. MILITARY LEAVE

1. (a) Active Duty: Any employee who is drafted or otherwise called to active military duty with the Armed Forces of the United States will be granted military leave. During military leave the employee will receive his/her rate of pay less the amount of compensation, including allowances, received from the military for up to two (2) weeks per year. Upon return from military leave, the rate of pay and other benefits will be the same as if the employee had worked continuously with the District in the assignment held when the period of military leave commenced.

(b) Qualifying Exigency Leave: In the event that a member of the employee's immediate household is called to covered active duty, such as a short notice deployment (i.e., deployment within seven or less days of notice), the employee will be granted time off to address necessary family matters in accordance with the Family and Medical Leave Act (FMLA).
2. Reserve Duty: When an employee who, as a member of one of the reserve components of the Armed Forces, is required to meet his/her annual two week obligation, the employee will be granted military leave. During military leave the employee will receive his/her rate of pay less the amount of compensation, including allowances, received from the military for up to two (2) weeks per year.

3. Notice of Leave Request: Any employee needing time away from work for service or training in the military must notify Human Resources of the need for leave as soon as written or verbal orders from the military are received. Such notice will be in writing and shall provide all pertinent information such as first day on leave and the anticipated return to work date. If an employee is seeking military leave for reserve training during the school year, s/he shall provide verification that such training could not otherwise occur during the summer recess period when school is not in session.
4. Reinstatement to work: As soon as the employee on active duty has a return to work date, s/he must notify Human Resources in writing. The District will reinstate the employee promptly in accordance with applicable law. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request and/or the total time spent in active service (i.e., for periods of service of 181 days or more, application for reemployment must occur within 90 days of release from duty).
5. Disabled service members: If a returning employee was disabled or a disability was aggravated during uniformed service, the District will make reasonable accommodations and efforts to help the employee perform the duties of his/her reemployment position.

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. Meal expenses are not to

exceed \$75.00 per day, to the extent meals are not provided by the workshop, conference, or seminar. 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 not be used for the purpose of extending a holiday.

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

RETIREMENT PAYMENT

- A. Upon retirement 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), and otherwise satisfying the minimum age and service requirements for an NHRS service retirement, 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 October 1st of the preceding calendar year. The Hudson School Board may, in its complete discretion, grant waivers to the October 1st date of notice in cases of serious unforeseen circumstances.

Once written notice of intent to retire under this article is received by the School Board, it may not be withdrawn by the staff member except for good cause as determined by the Board at its sole discretion.

- 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) schools 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. In the alternative, the parties may mutually agree upon the selection of an arbitrator through the NH Public Employee Relations Board or by agreement between the parties 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. If the parties agree to an arbitrator and not utilizing the American Arbitration Association, the hearing rules shall be established by the arbitrator.
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- DISCIPLINARY PROCEDURES

1. Disciplinary action will normally be taken in the following order:
 - a. Verbal warning
 - b. Written warning
 - c. Suspension without pay
 - d. Termination

However, the above sequence need not be followed if an infraction is sufficiently severe to merit suspension or termination.

2. All written warnings, suspensions without pay and terminations must be stated in writing and the reason(s) stated, and a copy given to the employee(s) and the Federation at the time disciplinary action is taken. The reasons for the non-renewal of non-continuing contract (i.e., probationary) teachers shall not be provided in accordance with law.
3. Employee assistance programs may be offered, in addition to or as an alternative to disciplinary action, where appropriate programs are available for dealing with the behaviors which led to the need for discipline.
4. An Administrator may meet with an employee at any time to investigate an incident. The Administration shall inform an employee that they have right to have a Union representative present at any investigatory interview or any meeting where discipline may result. If the employee waives the right to Union representation, the waiver will be reduced to writing. When a request for representation by an employee is made and a representative is reasonably available, the interview shall terminate until such representative of the Union is present.

ARTICLE XII - 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, age, sexual orientation, gender identity, 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, age, sexual orientation, gender identity, 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 XIII - 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 and to the Federation.
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 the Federation and the Superintendent of Schools 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)

(Position)

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.

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.
2. All policies shall be applied and enforced fairly and equitably.
4. The substance of the policy manual shall not be grievable; only procedures related to the policy shall be grievable.

I. DISTRIBUTION AND POSTING OF AGREEMENT

The Federation shall distribute electronic copies of the collective bargaining agreement to current employees, and the School District shall provide hard copies to newly hired employees. The agreement shall be posted on the District's website.

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 XIV - HANDLING OF NEW ISSUES

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

ARTICLE XV - 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 XVI - 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 XVII - 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

Speech-Language Pathologists

Occupational Therapists

Physical Therapists

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) Education 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. Any staff reduction decisions relative to speech-language pathologists, occupational therapists or physical therapists shall be based on consideration of the criteria in paragraph 4, above, as applicable.
6. 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.

7. 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 XVIII - ANNUAL DUES

Beginning with the second paycheck in October, the District shall deduct the amount certified by the Union as the annual dues from the pay of each employee who has so authorized such withholding in writing in fifteen 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 dues directly to the Union.

The Union shall indemnify and hold the District and its agents 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 District and its agents as a result of the negotiation of or the administration of the provisions of the article.

ARTICLE XIX - DURATION

This Agreement and each of its provisions shall become effective on July 1, 2023 and shall continue in force and effect until June 30, 2025. Negotiations for a subsequent Agreement shall commence on May 1, 2024, 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.

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 30th day of May, 2023.

For the Hudson School Board:

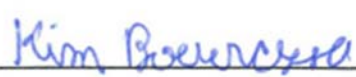


Gretchen Whiting, Chair 5/30/2023
Date

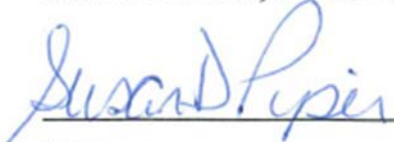


Dr. Daniel Moulis, Superintendent 5/30/2023
Date

For the Hudson Federation of Teachers:



Kim Bourassa, President 5/26/23
Date



Witness 5/26/2023
Date

The Negotiating Committee:

Kim Bourassa, President

Amanda Fredette

Carla Griffin

Collin Currier

Tyler Mcalevy

Beth Sloat

Frank Girginis

Melissa Labrecque

Attorney Terri D. Donovan, AFT-NH

Appendix A

TEACHERS' SALARY SCHEDULE

2023-

24

Step	Bachelors	Bachelors + 20	Masters	Masters + 30
1	\$43,000	\$44,200	\$46,000	\$47,200
2	\$44,000	\$45,200	\$47,000	\$48,200
3	\$45,000	\$46,200	\$48,000	\$49,200
4	\$46,000	\$47,200	\$49,000	\$50,200
5	\$47,000	\$48,200	\$50,000	\$51,200
6	\$48,000	\$49,200	\$51,000	\$52,200
7	\$49,000	\$50,200	\$52,250	\$53,450
8	\$50,000	\$51,200	\$53,500	\$54,950
9	\$51,500	\$53,500	\$55,250	\$56,750
10	\$53,000	\$54,500	\$57,000	\$58,500
11	\$54,500	\$56,000	\$58,750	\$60,250
12	\$56,250	\$57,750	\$60,750	\$62,250
13	\$58,250	\$59,750	\$63,000	\$64,750
14	\$60,250	\$62,000	\$67,750	\$67,250
15	\$62,500	\$64,250	\$67,750	\$69,500
16	\$64,750	\$66,500	\$70,000	\$71,750
17	\$67,000	\$68,750	\$72,000	\$74,000
18	\$69,500	\$71,250	\$74,750	\$77,000
19	\$70,500	\$72,225	\$77,500	\$79,750

Appendix A (continued)

TEACHERS' SALARY SCHEDULE

2024-

25

Step	Bachelors	Bachelors + 20	Masters	Masters + 30
1	\$45,000	\$46,200	\$48,250	\$49,700
2	\$46,000	\$47,200	\$49,250	\$50,700
3	\$47,000	\$48,200	\$50,250	\$51,700
4	\$48,000	\$49,200	\$51,250	\$52,700
5	\$49,000	\$50,200	\$52,250	\$53,700
6	\$50,000	\$51,200	\$53,250	\$54,700
7	\$51,000	\$52,200	\$55,250	\$56,700
8	\$52,000	\$53,200	\$56,500	\$57,950
9	\$54,000	\$55,200	\$57,750	\$59,450
10	\$55,500	\$57,500	\$59,500	\$61,250
11	\$57,000	\$58,500	\$61,250	\$63,000
12	\$58,500	\$60,000	\$63,000	\$64,750
13	\$60,250	\$61,750	\$65,000	\$67,250
14	\$62,250	\$63,750	\$67,250	\$69,750
15	\$64,250	\$66,000	\$70,000	\$72,250
16	\$66,500	\$68,250	\$72,250	\$74,500
17	\$69,000	\$70,750	\$74,500	\$76,750
18	\$71,250	\$73,000	\$77,500	\$80,000
19	\$73,750	\$75,750	\$80,500	\$83,250

Appendix A (continued)

Para/LPN Wage Schedules

Para 1	2023-24	2024-25
0		
1	\$14.80	\$15.30
2	\$15.30	\$15.80
3	\$15.73	\$16.23
4	\$16.67	\$17.17
5	\$17.31	\$17.81
6	\$17.94	\$18.44
7	\$18.56	\$19.06
8	\$19.23	\$19.73
9	\$19.88	\$20.38
10	\$20.49	\$20.99
11	\$21.20	\$21.70
12	\$22.10	\$22.60
13	\$23.00	\$23.50
14	\$23.50	\$24.00
15	\$23.80	\$24.30
16	\$24.60	\$25.10
17	\$25.35	\$25.85
18	\$26.15	\$26.65

*Employees going off-step in FY24 will be paid \$.80/hr. above the step 18 rate.
Employees already off-step or newly going off-step in FY25 will be paid an additional \$.80/hr above the Step 18 rate.*

Appendix A (continued)

Para 2	2023-24	2024-25
0		
1	\$15.36	\$15.86
2	\$15.84	\$16.34
3	\$16.26	\$16.76
4	\$17.20	\$17.70
5	\$17.86	\$18.36
6	\$18.47	\$18.97
7	\$19.11	\$19.61
8	\$19.76	\$20.26
9	\$20.42	\$20.92
10	\$21.03	\$21.53
11	\$21.74	\$22.24
12	\$22.64	\$23.14
13	\$23.53	\$24.03
14	\$24.25	\$24.75
15	\$24.50	\$25.00
16	\$25.25	\$25.75
17	\$26.05	\$26.55
18	\$26.85	\$27.35

Employees going off-step in FY24 will be paid \$.80/hr. above Step 18. Employees already off-step or newly going off-step in FY25 will be paid an additional \$.80/hr. above Step 18.

Appendix A (continued)

LPN	2023-24	2024-25
0		
1	\$17.00	\$17.50
2	\$17.50	\$18.00
3	\$17.93	\$18.43
4	\$18.87	\$19.37
5	\$19.51	\$20.01
6	\$20.14	\$20.64
7	\$20.77	\$21.27
8	\$21.41	\$21.91
9	\$22.08	\$22.58
10	\$22.69	\$23.19
11	\$23.39	\$23.89
12	\$24.29	\$24.79
13	\$25.19	\$25.69
14	\$25.75	\$26.25
15	\$26.00	\$26.50
16	\$26.80	\$27.30
17	\$27.55	\$28.05
18	\$28.35	\$28.85

*Employees going off-step in FY24 will be paid \$.80 above Step 18.
Employees already off-step or newly going off-step in FY25 will be paid an additional \$.80/hr. above Step 18.*

Appendix B-1

TEACHER CONTRACT

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

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 7 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 _____
Chairperson, School Board

APPENDIX B-2
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 7 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 _____
Chairperson, School Board

APPENDIX B-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 5 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 _____
Chairperson, School Board

APPENDIX B-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: _____
Chairperson, School Board

Appendix C

Professional Development

The purpose of the seven (7) 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 seven (7) 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) Three (3) days scheduled between the first and last day of the student 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.

The Federation shall appoint three (3) members to the District's Professional Development Committee, who shall provide input and make recommendations to the Committee for professional development opportunities. All decisions with respect to professional development that is offered to bargaining unit members shall remain within the discretion of the Superintendent or designee, including the Assistant Superintendent of Curriculum.

Nurses, and Speech, and Occupational Therapists have special requirements for State license requirements. These individuals shall receive flex time credited toward the seven (7) 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