RESOLUTION


CITY OF NASHUA

In the Year Two Thousand and Eighteen

RESOLVED by the Board of Aldermen of the City of Nashua that the cost items of the attached collective bargaining agreement between the Nashua Board of Education and the Nashua Association of School Administrators and Supervisors, American Federation of School Administrators, AFL-CIO are approved. The collective bargaining agreement covers the period from July 1, 2017 through June 30, 2019.

FURTHER RESOLVED that $122,273 be transferred from Department 194 – Contingency, Account #70150 “Contingency, Negotiations” into Department 191 – School, Account #51900 “Budget Adjustments” for the purpose of funding FY2018 and FY2019 base salary adjustments contained in this agreement.
RESOLUTION: R-18-084

PURPOSE: Approving the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua Association of School Administrators and Supervisors, American Federation of School Administrators, AFL-CIO from July 1, 2017 through June 30, 2019 and related transfers

ENDORSERS: Alderman Richard A. Dowd

COMMITTEE ASSIGNMENT:

FISCAL NOTE: The cost analysis is attached.

ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the Nashua Board of Education and Nashua Association of School Administrators and Supervisors, American Federation of School Administrators, AFL-CIO. The agreement has a term of two years, from July 1, 2017 through June 30, 2019. The Board of Aldermen must vote whether or not to approve the cost items of this contract within thirty days of receipt. RSA 273-A:3 II (c).

The resolution also authorizes a transfer of funds from “Contingency, Negotiations” into “School, Payroll Adjustments” to fund the base salary adjustments contained in the collective bargaining agreement.

Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion thereof from one department, fund or agency to another. NRO § 5-130, H provides that "when proposed legislation to transfer or re-appropriate a particular appropriation or portion thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

Approved as to account number and/or structure, and amount: Financial Services Division

By: [Signature]

Approved as to form: Office of Corporation Counsel

By: [Signature]

Date: October 4, 2018
## City of Nashua, School Department NASAD Contract Analysis

**School Directors**

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<th>Line No.</th>
<th>Description</th>
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<td>$ 3,305,958</td>
<td>$ 3,388,828</td>
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<td>$ Change over Prior Year</td>
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<td>Real Annual % Increase over Prior Year</td>
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<td>14</td>
<td>Longevity</td>
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<td>Pension (Group 1 Employees (FY18-19 11.38%))</td>
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<td>$ 386,821</td>
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<td>Total Retirement Costs</td>
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<td>% Change over Prior Year</td>
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<td>Insurance Benefit Costs</td>
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<tr>
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<td>Medical Insurance Benefits (6% increase both years)</td>
<td>$ 594,338</td>
<td>$ 629,998</td>
<td>$ 667,798</td>
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<td>Less Employee Contributions to Medical (assumes 20%)</td>
<td>(118,888)</td>
<td>(126,000)</td>
<td>(133,560)</td>
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<td>Subtotal Medical costs</td>
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<td>44</td>
<td>% Change over Prior Year/ Average</td>
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<td>Average Annual Total Compensation Package</td>
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<td>Average Annual Increase per Employee</td>
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<td>Average Percentage Increase per Employee</td>
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<td>48</td>
<td>Notes:</td>
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AGREEMENT
BETWEEN THE
NASHUA BOARD OF EDUCATION
AND THE
NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS,
American Federation of School Administrators, AFL-CIO
JULY 1, 2017
Through
JUNE 30, 2019

Signature Approval Date: ____________________
NASHUA BOARD OF EDUCATION

Dorothy Oden, President
Raymond Guarino, Clerk
Howard Coffman
Doris Hohensee
William Mosher
Susan Porter
Heather Raymond
Gloria Timmons
Elizabeth Van Twuyver

NEGOTIATING COMMITTEE/RESOURCE PEOPLE

Thomas Clossen, Attorney
Dr. Jahmal Mosley, Superintendent
Dana O’Gara, Director, Human Resources
Gloria Timmons, Board of Education
Susan Porter, Board of Education (Alt)

NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS UNION

David Rauseo, President
Alesa Cunningham, Vice President
Stacy Hynes, Secretary
Glenys Chaput, Treasurer
Marcia Bagley, Member-at-Large

NEGOTIATING TEAM

Christine Breen
Glenys Chaput
Christopher Lessard
Kathleen McIntyre
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AGREEMENT made by and between the NASHUA BOARD OF EDUCATION (hereinafter called the “BOARD”) and the NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS (hereinafter called “THE ASSOCIATION”) AFSA, AFL-CIO.

ARTICLE I

Recognition

1:1 The “BOARD” recognizes the Nashua Association of School Administrators and Supervisors as the exclusive representatives for the purpose of collective bargaining concerning wages, hours, legally limited terms and conditions of employment pursuant to N.H. Chapter 273A-XI of all administrators under contract who are employed by the “BOARD” at least 50% of the time as administrators or supervisors as included herein:

ADMINISTRATORS – as listed in Appendix A
SUPERVISORS – as listed in Appendix A
NON-SUPERVISORS – as listed in Appendix A
But excluding all other employees.

1:2 The Association agrees to represent equally all members of the bargaining unit without regard to membership in the Association.

ARTICLE II

Definitions

2:1 The term “School”, as used in this agreement, means any work location or functional division maintained by the Board where instruction is offered to the children of Nashua.

2:2 The term “length of service”, as used in this agreement, shall mean active employment except as otherwise provided in this section (2:4). In the event of authorized paid leave granted pursuant to this agreement, the administrator or supervisor on such paid leave shall continue to accrue length of service. In the event of authorized unpaid leave, or layoff, the administrator or supervisor shall retain such length of service as was accrued on the date of the authorized unpaid leave or layoff upon return to active employment, but shall commence further accrual only upon such return and shall not accrue length of service during such leave or layoff period. In all other cases of interruption of service, the administrator shall lose all accrued length of service.

2.3 The term “days” shall mean (Monday through Friday) work days.
ARTICLE III

Resolution of Differences and Management Rights

3:1 Resolution of Differences by Peaceful Means

The Association and the Board agree that differences between the parties shall be settled by peaceful means as provided within this agreement. The Association in consideration of the value of this agreement and its terms and conditions will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform designated administrative or supervisory duties, as well as related functions on the part of any employee covered by this agreement, or otherwise engage in any activity/activities that constitutes an unfair labor practice pursuant to RSA 273-A:5.

3:2 Management Rights

The Association recognizes the following responsibilities, rights, authority, and duties of the Board and the Superintendent of Schools, except as they are modified by provisions of this agreement.

The Board and Superintendent hereby retain and reserve unto themselves, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in them by the statutes, including RSA 273-A:1, XI, and constitution of the State of New Hampshire, the rules and regulations of the New Hampshire Board of Education, and the Charter of the City of Nashua:

1. To the executive management and administrative control of the School District and its properties and facilities.
2. To hire, promote, transfer, assign and retain employees in positions with the Nashua School District and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons.
3. To decide upon the duties, responsibilities, and assignments of administrators and supervisors with respect to administrative and non-teaching activities, and the terms and conditions of employment.

ARTICLE IV

Conformity to Law and Saving Clause

4:1 If any provision of this agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect.
ARTICLE V
Salary and Rates of Pay

5:1 Salary Schedule

Effective on the date of signing of this Agreement, all members of the bargaining unit will receive a 2.3% increase, retroactive to July 1, 2017 in accordance with Appendix A. Five (5) positions will receive salary adjustments for FY17-18 as noted in Appendix A. These five (5) positions will receive a 4.0% increase based on the new rate. Retroactive wages and benefits shall be granted only to employees in the current employ of the District on the date of execution of this Agreement with the exception of retiring members at the end of the FY18 school year. Effective July 1, 2018, all members of the bargaining unit will receive a 1.75% increase in accordance with Appendix A. However, no employee shall be placed on the salary scale above their supervisor with comparable experience.

5:2 Course Tuition Reimbursement

A. With advance approval from the Superintendent (or a designee), an Association member may be reimbursed 80% of the tuition cost for completing a work-related accredited college or university course(s), but not exceeding $1,000 annually. The Superintendent (or designee) may also approve reimbursement up to 80% per course or workshop sequence offered by colleges or other training centers leading to certificates of study in areas directly related to the work of the employee, but not to exceed $1,000 annually.

B. Reimbursement will only be made for courses completed with a grade of “B” or better at the undergraduate level, a “B” or better at the graduate level, or a grade of “pass” if a course is offered only on a pass/fail basis.

5:3 Mileage Reimbursement

Association members who are authorized by their supervisors to use private vehicles on school business shall be reimbursed at the prevailing IRS rate. Any employee using his or her private vehicle for school business must maintain auto liability insurance coverage.

5:4 Method and Time of Salary Payment

Salaries of Calendar Year Association members shall be paid in twenty-six (26) bi-weekly installments, starting with the first administrator pay period in July. School Year Association members shall be paid in twenty-two (22) bi-weekly installments. Paychecks shall be distributed to administrators in individually sealed envelopes. The District may institute delivery of direct deposit slips by electronic means, subject to requirements of state law. An employee who terminates his or her employment with the Nashua School District after receiving compensation for a portion of time not worked shall reimburse the School District for the amount of unearned compensation.
5:5 **Longevity**

See Appendix B for a listing of Association members’ longevity payments.

5:6 **Severance Pay**

Upon the retirement or death of a full or part-time Association member who has at least ten (10) years seniority in the District, the District shall pay to that employee or the employee’s estate, in the case of death, a per diem rate based on 60% of the employee’s current daily per diem salary, per day of accumulated sick leave up to a maximum of one hundred (100) days.

Upon the resignation or layoff of a full or part-time employee who has at least ten (10) years seniority in the District, the District shall pay to that employee a per diem rate based on 35% of the employee’s current daily per diem salary per day of accumulated sick leave, up to a maximum of one hundred (100) days.

Upon the retirement, death, resignation or layoff of a full or part time employee, or if the employee transfers into a position not eligible for vacation, the District shall pay to that employee (or the employee’s estate if the employee is deceased), a per diem rate based on 100% of the employee’s accrued vacation time.

Association members in the employ of the District prior to July 1, 2011 shall be grandfathered in at a maximum accrual of 185 sick days for the purpose of severance calculations.

Total severance payments made to an administrator over the course of his or her career(s) with the Nashua School District shall not exceed the maximum payment for which the Association member is eligible under Section 5:6 (above).

5:7 **Calculation of Per Diem Rates**

For purposes of determining the value of payroll adjustments, accrued vacation leave and severance, full calendar year shall be considered working 260 days. School year employees shall use the amount of days currently assigned to their position.

**ARTICLE VI**

**Supplemental Benefits**

6:1 **Workers Compensation**

Association members shall be subject to the provisions of the New Hampshire Workers’ Compensation Law.

6:2 **New Hampshire Retirement System**

Association members shall be subject to the provisions of the New Hampshire Retirement System.
6:3 Health Insurance

The District shall provide, upon the request of an Association member, the benefits of an individual, two-person or family coverage under one of the following plans offered by the Board of Education, or a comparable plan as determined by the Board:

a) Point-of-Service Plan;
b) HMO Plan; or
c) An additional plan made available through the Board with benefit levels and premium cost sharing mutually determined by the Board and the Association.

Health care plan options are at the sole discretion the Board, and the Board reserves the right to change a health insurance carrier providing comparable benefits. The District shall have the right to provide prescription benefits through a separate provider managed by a pharmacy benefits manager.

Any Association member requesting initial membership in a plan may enter during a specified enrollment period. Any eligible Association member desiring to select a different plan may make such a change only during the annual enrollment period or a qualifying event.

The group health insurance of any Association member terminating employment with the District for whatever reason - resignation, retirement, lay-off, discharge or unpaid leave of absence other than sick leave - shall expire on the last day of the month following the month the Association member terminates employment with the District.

The District shall contribute 70% of the premium for a point-of-service plan, and 80% of the premium for an HMO plan. All plans offered by the district shall have the following co-pays and deductibles:

a) Twenty Dollars ($20.00) per medical visit;
b) One Hundred Dollars ($100.00) per emergency room visit;
c) Two Hundred Fifty Dollars ($250.00) per person, Five Hundred Dollars ($500.00) per two-person/Family Inpatient/Outpatient Facility Deductible;
d) Three (3) Tier Pharmacy Benefit of $5/15/35 ($5/30/70 mail order).

Specific provisions of each plan, including pharmacy benefits, will be provided to each employee at the time of hire, upon request, or in advance of any changes to the benefits provided by a plan.

The parties agree to reopen the contract only on the issue of health insurance in the event that the Cadillac Tax is ever implemented.

6:4 Life Insurance

All Association members are eligible for life insurance at one and one-half times an individual’s annual salary, to a limit of $100,000.
6:5  **Professional Membership Dues**

The Superintendent may approve the cost of membership dues to recognized professional associations directly supporting an Association member’s area of responsibility, contingent upon available funds.

6:6  **Long-Term Disability Insurance**

The District shall pay for long term disability insurance for all Association members.

6:7  **Dental Coverage**

The District shall provide, upon the request of an Association member, at no cost to the Association member, single person, two person or family plans for dental coverage. Dental Buy-Up option is available to all members.

6:8  **Vision**

The District shall provide, upon the request of an Association member, at no cost to the Association member, vision coverage for a single, two-person, or family plan.

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**ARTICLE VII**

**Leaves of Absence**

7:1  **Vacation Leave**

Full Calendar Year Association members shall receive twenty (20) days of annual vacation leave, accruable on an ongoing monthly basis. Full Calendar Year Association members may accumulate and carry over up to forty (40) vacation days on August 1st of each year.

Part Time full year Association members shall receive annual vacation leave, and have the same accrual and carry-over privileges as above, on a prorated basis.

7:2  **Holidays**

All full year Association members shall receive the following paid holidays:

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<tr>
<td>July 4th</td>
<td>Day After Thanksgiving</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>Veterans’ Day</td>
<td>Martin Luther King Day</td>
</tr>
<tr>
<td>Day Before Thanksgiving</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
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</tbody>
</table>

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Page 11
7:3 **Sick Leave**

Each full year Association member shall be entitled to fifteen (15) days sick leave per fiscal year. Sick leave will be cumulative to 165 days for those employees hired on or after July 1, 2011, and 185 days for the employees hired prior to July 1, 2011. School year Association members shall be entitled to 11 sick days. Sick leave and accruals for part time employees will be prorated based on the standard hours for the position.

Sick leave may be used for absences caused by illness or accident of the employee, or the employee’s spouse or domestic partner, children or parents.

7:4 **FMLA**

The Nashua School District will abide by the requirements of the Family Medical Leave Act as it may be amended from time to time.

7:5 **Sick Leave Bank**

Any eligible Association member may elect to participate in the Sick Leave Bank as outlined in the Nashua School District Non-Affiliated Employees Handbook, as it may be revised from time to time by the Board of Education.

7:6 **Personal Days**

Full-year Association members shall be entitled, during each fiscal year, to four (4) paid personal days. School year Association members shall be entitled, during each fiscal year, to three (3) paid personal days on days they are scheduled to work.

Personal days must be approved in advance by the Association member’s supervisor. Personal leave for part-time employees will be prorated based on the Standard Hours for the position. Personal days are not accrualable to the next fiscal year.

7:7 **Military Service Leave**

The District will comply with USERRA and the Military Leave Provisions of the Family and Medical Act.

7:8 **Bereavement Leave**

Association members are entitled to bereavement for seven (7) days for the death of a spouse, domestic partner or child; three (3) days for the death of immediate family members; and up to three (3) days in any fiscal year for the death of close relatives. “Immediate family members” include mother, father, brothers, sisters, and grandparents, as well as in-laws and step-relations to these members. School year employees are entitled to the above for deaths that occur during the school year.
7:9  **Extended Leave**

Upon the approval of the Superintendent and the Board, an Association member may be granted an unpaid extended leave of absence for up to two full semesters, except that no leave of absence will be granted for the purpose of accepting employment outside of the Nashua School District, or for self-employment.

7:10  **Jury Duty**

Employees called to jury duty will be paid the difference between compensation earned for jury duty and their regular salary. Employees must submit evidence of service as a juror and any compensation for jury duty to the Payroll Office.

7:11  **Released Time**

Members of the negotiating team for the Association will be granted released time, if needed, without loss of pay or loss of personal days for the purpose of contract negotiations, mediation, fact finding, grievance representation arbitration and related court hearings.

**ARTICLE VIII**

**Employment Status**

8:1  **Vacancies and New Positions**

A. Vacancies and new positions shall be posted in iNews. A copy shall be sent to the Association President when posted. Such notice shall be posted for no less than ten (10) calendar days prior to the closing date of application for such vacancies or new positions. All posting notices referred to herein shall delineate the duties, rate of compensation, qualifications for the position, and application procedure.

8:2  **Involuntary Transfers**

A. Where operational conditions permit, notice of a transfer which has not been requested by the Association member shall be given to that Association member no less than 30 calendar days prior to the effective date of the transfer.

B. An Association member who has been transferred and objects to the transfer may request a meeting with the Superintendent or designee, with or without an Association Representative, to discuss the transfer. Such a meeting will be scheduled within 10 days of receipt of the request.

8:3  **Reduction in Staff**

During a reduction in staff, the following guidelines will be used:

A. Where possible, staff reductions will be accomplished through normal attrition.
B. Where normal attrition does not suffice to reduce personnel in line with available applicable positions, the following criteria will be considered within each pool—Each pool will be based on positions within individual departments. First: level of performance as determined by the performance evaluation, length of administrative experience in the District, and needs of the District. Additionally, the following items will be considered: total length of service with the District, prior administrative experience outside the District; voluntary district-wide contributions; and level of formal education.

C. The Association member(s) so affected will be rehired or reassigned to vacancies within their respective pools which may subsequently occur within a period of two years following the layoff or reassignment and for which the Association member is qualified.

8:4 Probationary Status

A. New employees in Association positions shall be considered probationary employees for the first ninety (90) days of employment. At the discretion of the Superintendent, a probationary period may be extended for an additional thirty (30) days based on reasons such as extended absence from the job or a change in the Association member’s supervisor.

B. The purpose of the probationary period is to provide a reasonable period of time for an employee to learn the fundamental requirements of the position, and for management to assess an employee’s potential for successful performance in the position.

C. The Superintendent may dismiss an employee during the initial probationary period for any reason. An employee who was employed with the District immediately prior to assuming a new position may be returned to his or her former position or a comparable position if such a position is available.

8:5 Discipline

A. The Association recognizes the right of the Nashua School District to discipline or discharge employees for cause. Discipline shall be corrective in nature and ordinarily utilized progressively, and shall follow due process. Progressive disciplinary actions normally follow the following order:

1. Verbal Warning
2. Written Warning
3. Suspension without pay
4. Termination

B. The severity of any particular infraction may warrant an immediate disciplinary consequence at a higher level, up to and including termination.

C. All disciplinary actions shall be documented and signed by both parties. The original will be placed in the employee’s personnel folder in the Human Resource office.
D. All disciplinary actions are subject to appeal following the grievance procedure outlined in Article XIV.

8:6 **Resignations and Retirements**

Unless for health reasons, Association members shall provide no less than thirty (30) calendar days notice of resignations and retirements.

**ARTICLE IX**

**Performance Appraisals**

9:1 All evaluations and job performance appraisals will be in accordance with the evaluation and performance forms and procedures adopted jointly by the Joint Labor Association with representation from both Administration and Union. The evaluation and job performance appraisal process shall include establishing performance goals for the ensuing year.

9:2 Association members shall have the right to comment on any material contained in their respective personnel file and their comments shall be affixed to the pertinent material.

9:3 In those instances when an employee's job performance consistently fails to meet minimum performance expectations despite prior counseling and/or warnings from the employee's supervisor, the employee may be placed on a written plan of remediation. Failure of the employee to meet the requirements for improvement in performance outlined in the plan may result in discharge (termination) from employment.

**ARTICLE X**

**Terms and Conditions of Employment**

10:1 **Work Year**

A. All Administrators shall work a full calendar year based on two hundred sixty (260) days. Supervisors shall work the days listed in Appendix A.

B. As a professional, all Association members are expected to devote to work the time necessary to accomplish the task at hand which may include meetings, conferences, programs and/or workshops which extend or are beyond the normal eight hour work day.

10:2 **Discrimination**

There shall be no discrimination against any Association member because of legally permissible Association activities or because of membership in the Association, or because of the filing or processing of any grievance under this contract.
Benefits for Part-Time Administrators

Administrators who are employed by the school district on less than a full-time basis shall be entitled to the following benefits prorated in the ratio the administrator’s work day/work year is to the work day/work year of a full-time administrator:

5:2 Course Tuition Reimbursement;
5:5 Longevity (see Appendix B)
5:6 Severance Pay;
6:4 Life Insurance;
7:1 Vacation;
7:2 Holidays;
7:3 Sick Leave;
7:4 Sick Leave Bank;
7:5 Personal Day

ARTICLE XI
Association Representatives

11:1 Official List of Nashua Association of School Administrators and Supervisors Representatives

The Association shall furnish the Board with a list of its officers and shall as soon as possible notify the Board in writing of any changes. No Association Representative shall be recognized by the Board except those designated in writing by the Association.

ARTICLE XII
Association Privileges and Responsibilities

12:1 Fair Practice

As exclusive representative, the Association shall not preclude from membership any person in the unit described in ARTICLE I. The Association will represent equally all persons described in ARTICLE I without regard to membership in, participation, or activities in the Association.
12:2 Recognition of Local Organization Representative

The Superintendent shall recognize the Association President and/or a person designated by the President in writing as the official representative of the local organization.

12:3 Distribution of Materials - Mail Boxes

Officers of the Association shall have the right to use reasonably the Administrative Office and/or school mail boxes for distribution of Association material provided such materials are directly related to Association business and are not in violation of any laws, rules, regulations or school policies.

12:4 Association Meetings

The authorized representative of the Association shall have the right to schedule Association meetings in a school building before or after regular work hours as long as such meetings do not interfere with any school business, activities or functions.

12:5 Protection of Individual and Group Rights

Nothing contained herein shall be construed to prevent the Board, a member of the Board, or its designated representatives from meeting with any administrator for expression of views. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with the immediate superior or processing a grievance on the person’s own behalf in accordance with the Grievance Procedure set forth in Article XIV. None of the provisions of this agreement for its duration shall be changed or modified without the mutual written consent of the Board and the Association. Nothing contained herein shall be construed to permit an organization other than the Association to appear in an official capacity in the processing of a grievance.

ARTICLE XIII

Grievance Procedure and Resolution of Complaints

14:1 Both parties to this agreement encourage employees to bring forward concerns about work-related issues to their supervisors, with the hope that direct communication and constructive conversations can lead to the informal resolution of disagreements at the lowest possible level. However, should an employee be unable to resolve a concern with his or her supervisor, the grievance procedure outlined in this article shall be followed.

The purpose of this article is to establish a procedure for the settlement of grievances which involve an alleged violation of a term or provision of this Agreement, or which involve a perceived violation of work place conditions. All such grievances will be handled as follows:

14:2 A grievance must be filed within ten (10) working days of its occurrence or within ten (10) days of the date the employee, by reasonable diligence, should have known of its occurrence. The grievance must be submitted to the next step within the time limits provided or it will be considered settled. A
grievance once settled at any one of the following steps shall not be further subject to the grievance procedure.

14:3 Grievances shall be processed in the following manner:

Step 1 Any Association member who has a grievance shall, with or without an Association Representative, discuss it first with the immediate supervisor, in an attempt to resolve the matter at this level. A decision shall be rendered within ten (10) working days.

Step 2 An unfavorable decision under Step 1 may be formally appealed to the immediate supervisor within ten (10) working days. The appeal must be in writing on the grievance form as provided by the Association. The immediate supervisor shall render a decision within ten (10) working days.

Step 3 An unfavorable decision under Step 2 may be appealed to the Superintendent within ten (10) working days. The Superintendent shall render a decision within ten (10) working days.

Step 4 An unfavorable decision under Step 3 may be appealed to the Board of Education within ten (10) working days. The Board shall render a decision within twenty (20) working days.

Step 5 If a grievance involving the interpretation or application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure above, then the Association may submit such grievance to arbitration by giving written notice thereof to the Board not later than ten (10) working days after the completion of Step 4. The grievance shall be considered as having been settled at Step 4, unless it is so submitted to arbitration within such time limit.

The choice of the Arbitrator shall be by agreement of the parties. However, if such agreement has not been reached within ten (10) working days after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the Association to the New Hampshire Public Employees Labor Relations Board for the selection of an arbitrator in accordance with the applicable rules of said Board. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. Determinations and decisions set forth by said arbitrator shall be final and binding upon the parties. Each party to the arbitration shall assume its own expenses and an equal share of the expenses of the arbitrator.

14:4 Grievance Mediation: Either party may submit to the other a request for Grievance Mediation. Grievance Mediation can only take place by mutual agreement at any time during the grievance procedure. The parties will agree mutually on the mediator. This does not preclude mediation occurring the day of arbitration nor using the arbitrator as the facilitator. Should Grievance Mediation occur, the parties shall agree to a time extension for the following steps.

14:5 Failure of the administration to render a decision within the time limits shall permit the grievant to proceed to the next step. The grievant shall continue to observe the rules and regulations of the District while the grievance is pending. A grievant shall have all rights provided by RSA 273-A relative to the processing of grievances.
ARTICLE XIV

Negotiations and Printing of Agreement

15:1 Up to five (5) Association members shall be allowed reasonable time off during regular working hours, without loss of pay, for the purpose of collective bargaining. No overtime or other premium pay shall be paid for time spent in collective bargaining.

15:2 Negotiations shall be conducted in accordance with N.H. RSA 273-A.

15:3 The District agrees to pay for the cost of printing copies of this Agreement for each Association member. The Association agrees to distribute a copy of this Agreement to each Association member presently employed by the District.

ARTICLE XV

Duration of Agreement

16:1 The provisions of this agreement shall become effective as of July 1, 2017 unless otherwise specified and shall continue and remain in full force and effect to and including June 30, 2019 when it and all provisions and benefits therein shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

The Board and the Association agree to begin negotiation of a successor agreement concerning wages, hours and other terms and conditions of employment no later than April 1, 2019.

16:2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents.

NASHUA BOARD OF EDUCATION

Dotty Oden
PRESIDENT

Dated ____________________________

NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS & SUPERVISORS

David Rauseo
PRESIDENT

Dated ____________________________
APPENDIX A
Salary Schedule
Beginning July 1, 2017

The following are the school administrator and supervisor positions who are members of the Nashua Association of School Administrators & Supervisors.

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Position Type</th>
<th>FY17-18</th>
<th>FY18-19</th>
<th>Hours/week And Days/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Technology</td>
<td>A</td>
<td>2.3%</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Plant Operations</td>
<td>A</td>
<td>4.0% Salary Adjustment</td>
<td>1.75% Salary Adjustment</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Food Services</td>
<td>A</td>
<td>2.3%</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Transportation</td>
<td>A</td>
<td>2.3%</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Guidance (2)</td>
<td>A</td>
<td>2.3%</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Special Education</td>
<td>A</td>
<td>4.0% Salary Adjustment</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Athletics</td>
<td>A</td>
<td>4.0% Salary Adjustment</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Adult/Community Educ.</td>
<td>A</td>
<td>2.3%</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of CTE (2)</td>
<td>A</td>
<td>2.3%</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of ELL/Student Services</td>
<td>A</td>
<td>2.3%</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Title One Services</td>
<td>A</td>
<td>2.3%</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Communications</td>
<td>A</td>
<td>2.3%</td>
<td>1.75%</td>
<td>20/260</td>
</tr>
<tr>
<td>Assistant Director of Special Education</td>
<td>A</td>
<td>2.3%</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Assistant Director of Special Education</td>
<td>A</td>
<td>2.3%</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Assistant Director of Plant Operations</td>
<td>A</td>
<td>2.3%</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Assistant Director of Plant Operations Safety &amp; Security</td>
<td>A</td>
<td>4.0% Salary Adjustment</td>
<td>1.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Position</td>
<td>Type</td>
<td>A%</td>
<td>S%</td>
<td>3%</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>------</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>Assistant Director of Business</td>
<td>A</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Custodial Supervisor (Elem.)</td>
<td>S</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Custodial Supervisor (MS)</td>
<td>S</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Business Services Manager</td>
<td>A</td>
<td>4.0</td>
<td>1.75</td>
<td></td>
</tr>
<tr>
<td>Office Manager (SPED)</td>
<td>S</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Office Manager (Technology)</td>
<td>S</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Office Manager (Title One)</td>
<td>S</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Coordinator of 21st Century</td>
<td>A</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Coordinator of Brentwood Program</td>
<td>A</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Coordinator of SPED Preschool</td>
<td>A</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Coordinator, Out of District Placement</td>
<td>A</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Systems Administrator (4)</td>
<td>N</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Assistant Systems Administrator</td>
<td>N</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Assistant Systems Administrator (9)</td>
<td>N</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Data Analyst (3)</td>
<td>N</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Food Service Business Manager</td>
<td>S</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Food Service Site Coordinator (6)</td>
<td>S</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Instructional Leader</td>
<td>N</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Attendance Officer</td>
<td>N</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>Student Information Coordinator</td>
<td>N</td>
<td>2.3</td>
<td></td>
<td>1.75</td>
</tr>
</tbody>
</table>
APPENDIX B

Longevity Payment Schedule

The schedule for longevity payments below applies to individuals in the employ of the District prior to July 1, 2017 for only those positions noted.

<table>
<thead>
<tr>
<th></th>
<th>Years of Continuous Employment at July 1</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Association Members</td>
<td>19</td>
<td>$1,200</td>
</tr>
<tr>
<td></td>
<td>24</td>
<td>$1,600</td>
</tr>
<tr>
<td>Food Service Site Coordinators</td>
<td>10</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td>15</td>
<td>$600</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>$750</td>
</tr>
<tr>
<td></td>
<td>25</td>
<td>$1,000</td>
</tr>
</tbody>
</table>
APPENDIX C

Grievance Form

Nashua Association of School Administrators and Supervisors OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _______________________________ DEPARTMENT _______________________________

WORK LOCATION _______________________________ IMMEDIATE SUPERVISOR _______________________________

EMPLOYEE TITLE _______________________________

STATEMENT OF GREIVANCE:

List applicable violation: _____________________________________________________________

___________________________________________________________

Adjustment required: _______________________________________________________________

___________________________________________________________

I authorize the Nashua Association of School Supervisors and Administrators as my representative to act for me in the disposition of this grievance.

Date __________________________ Signature of Employee _________________________________

Signature of Union Representative __________________________ Title __________________________

Date Presented to Management Representative __________________

Signature __________________________ Title __________________________

Disposition of Grievance: ____________________________________________________________

___________________________________________________________

THIS STATEMENT OF GREIVANCE IS TO BE MADE OUT IN TRIPPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO __________________________________________

COPY __________________________________________

COPY: UNION GREIVANCE FILE
AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS,

American Federation of School Administrators, AFL-CIO

JULY 1, 2017

Through

JUNE 30, 2019

Signature Approval Date:
NASHUA BOARD OF EDUCATION

Dorothy Oden, President
Raymond Guarino, Clerk
Howard Coffman
Doris Hohensee
William Mosher
Susan Porter
Heather Raymond
Gloria Timmons
Elizabeth Van Twuver

NEGOTIATING COMMITTEE/RESOURCE PEOPLE

Thomas Gosson, Attorney
Dr. Jahmel Mosley, Superintendent
Dana O’Gara, Director, Human Resources
Gloria Timmons, Board of Education
Susan Porter, Board of Education (Alt)

NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS UNION

David Rauseo, President
Alesa Cunningham, Vice President
Stacy Hyres, Secretary
Glenda Chaput, Treasurer
Marcia Bagley, Member-at-Large

NEGOTIATING TEAM

Christine Breen
Glenda Chaput
Christopher Lessard
Kathleen McIntyre
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AGREEMENT made by and between the NASHUA BOARD OF EDUCATION (hereinafter called the “BOARD”) and the NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS (hereinafter called “THE ASSOCIATION”) AFSA, AFL-CIO.

ARTICLE I
Recognition

1:1 The “BOARD” recognizes the Nashua Association of School Administrators and Supervisors as the exclusive representatives for the purpose of collective bargaining concerning wages, hours, legally limited terms and conditions of employment pursuant to N.H. Chapter 273A-XI of all administrators under contract who are employed by the “BOARD” at least 50% of the time as administrators or supervisors as included herein:

ADMINISTRATORS – as listed in Appendix A
SUPERVISORS – as listed in Appendix A
NON-SUPERVISORS – as listed in Appendix A

But excluding all other employees.

1:2 The Association agrees to represent equally all members of the bargaining unit without regard to membership in the Association.

ARTICLE II
Definitions

2:1 The term “School”, as used in this agreement, means any work location or functional division maintained by the Board where instruction is offered to the children of Nashua.

2:2 The term “Administrator”, as used in this agreement, means a Director or Assistant Director.

2:3 The term “Supervisor”, as used in this agreement, means Coordinator, Supervisor, Manager.

2:42 The term “length of service”, as used in this agreement, shall mean active employment except as otherwise provided in this section (2:4). In the event of authorized paid leave granted pursuant to this agreement, the administrator or supervisor on such paid leave shall continue to accrue length of service. In the event of authorized unpaid leave, or layoff, the administrator or supervisor shall retain such length of service as was accrued on the date of the authorized unpaid leave or layoff upon return to active employment, but shall commence further accrual only upon such return and shall not accrue length of service during such leave or layoff period. In all other cases of interruption of service, the administrator shall lose all accrued length of service.

2:53 The term ”days” shall mean (Monday through Friday) work days.
ARTICLE III
Resolution of Differences and Management Rights

3:1 Resolution of Differences by Peaceful Means

The Association and the Board agree that differences between the parties shall be settled by peaceful means as provided within this agreement. The Association in consideration of the value of this agreement and its terms and conditions will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform designated administrative or supervisory duties, as well as related functions on the part of any employee covered by this agreement, or otherwise engage in any activity/activities that constitutes an unfair labor practice pursuant to RSA 273-A:5.

3:2 Management Rights

The Association recognizes the following responsibilities, rights, authority, and duties of the Board and the Superintendent of Schools, except as they are modified by provisions of this agreement.

The Board and Superintendent hereby retain and reserve unto themselves, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in them by the statutes, including RSA 273-A:1, XI, and constitution of the State of New Hampshire, the rules and regulations of the New Hampshire Board of Education, and the Charter of the City of Nashua:

1. To the executive management and administrative control of the School District and its properties and facilities;
2. To hire, promote, transfer, assign and retain employees in positions with the Nashua School District and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons.
3. To decide upon the duties, responsibilities, and assignments of administrators and supervisors with respect to administrative and non-teaching activities, and the terms and conditions of employment.

ARTICLE IV
Conformity to Law and Saving Clause

4:1 If any provision of this agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect.
ARTICLE V

Salary and Rates of Pay

5:1 Salary Schedule

Effective on the date of signing of this Agreement, all members of the bargaining unit will receive a 2.52.3% increase, retroactive to July 1, 2017 in accordance with Appendix A. Five (5) positions will receive salary adjustments for FY17-18 as noted in Appendix A. These five (5) positions will receive a 4.0% increase based on the new rate and not the full amount of the retro for the salary adjustment for the current year. Retroactive wages and benefits shall be granted only to employees in the current employ of the District on the date of execution of this Agreement with the exception of retiring members at the end of the FY18 school year. Effective July 1, 2018, all members of the bargaining unit will receive a 1.75% increase in accordance with Appendix A. However, no employee shall be placed on the salary scale above their supervisor with comparable experience.

5:2 Course Tuition Reimbursement

A. With advance approval from the Superintendent (or a designee), an Association member who holds an educator credential that is required for the position be reimbursed 80% of the tuition cost for completing a work-related accredited college or university course(s), but not exceeding $1,000 annually. Association members enrolled in a work-related accredited college or university degree program may be reimbursed 80% of the tuition costs for completing courses required for the degree program, but not exceeding $1,750.00 annually. The Superintendent (or designee) may also approve reimbursement up to 80% per course or workshop sequence offered by colleges or other training centers leading to certificates of study in areas directly related to the work of the employee, but not to exceed $1,000 annually.

B. Reimbursement will only be made for courses completed with a grade of “C” or better at the undergraduate level, a “C” or better at the graduate level, or a grade of “pass” if a course is offered only on a pass/fail basis

5:3 Mileage Reimbursement

Association members who are authorized by their supervisors to use private vehicles on school business shall be reimbursed at the prevailing IRS rate. Any employee using his or her private vehicle for school business must maintain auto liability insurance coverage.

5:4 Method and Time of Salary Payment

Salaries of Calendar Year Association members shall be paid in twenty-six (26) bi-weekly installments, starting with the first administrator pay period in July. School Year Association members shall be paid in twenty-two (22) bi-weekly installments. Paychecks shall be distributed to administrators in individually sealed envelopes. The District may institute delivery of direct deposit slips by electronic means, subject to requirements of state law. An employee who terminates his or her employment
with the Nashua School District after receiving compensation for a portion of time not worked shall
reimburse the School District for the amount of unearned compensation.

5:5 Longevity

See Appendix B for a listing of Association members’ longevity payments.

5:6 Severance Pay

Upon the retirement or death of a full or part-time Association member who has at least ten (10)
years seniority in the District, the District shall pay to that employee or the employee’s estate, in the
case of death, a per diem rate based on 60% of the employee’s current daily per diem salary, per day
of accumulated sick leave up to a maximum of one hundred (100) days.

Upon the resignation or layoff of a full or part-time employee who has at least ten (10) years seniority
in the District, the District shall pay to that employee a per diem rate based on 35% of the employee’s
current daily per diem salary per day of accumulated sick leave, up to a maximum of one hundred
(100) days.

Upon the retirement, death, resignation or layoff of a full or part time employee, or if the employee
transfers into a position not eligible for vacation, the District shall pay to that employee (or the
employee’s estate if the employee is deceased), a per diem rate based on 100% of the employee’s
accrued vacation time and unused personal days.

Association members in the employ of the District prior to July 1, 2011 shall be grandfathered in at a
maximum accrual of 185 sick days for the purpose of severance calculations.

Total severance payments made to an administrator over the course of his or her career(s) with the
Nashua School District shall not exceed the maximum payment for which the Association member is
eligible under Section 5:6 (above).

5:7 Calculation of Per Diem Rates

For purposes of determining the value of payroll adjustments, accrued vacation leave and
severance, full calendar year shall be considered working 260 days. School year employees shall
use the amount of days currently assigned to their position.

ARTICLE VI

Supplemental Benefits

6:1 Workers Compensation

Association members shall be subject to the provisions of the New Hampshire Workers’
Compensation Law.
6:2 New Hampshire Retirement System

Association members shall be subject to the provisions of the New Hampshire Retirement System

6:3 Health Insurance

The District shall provide, upon the request of an Association member, the benefits of an individual, two-person or family coverage under one of the following plans offered by the Board of Education, or a comparable plan as determined by the Board:

a) Point-of-Service Plan;

b) HMO Plan; or

c) An additional plan made available through the Board with benefit levels and premium cost sharing mutually determined by the Board and the Association.

Health care plan options are at the sole discretion the Board, and the Board reserves the right to change a health insurance carrier providing comparable benefits. The District shall have the right to provide prescription benefits through a separate provider managed by a pharmacy benefits manager.

Any Association member requesting initial membership in a plan may enter during a specified enrollment period. Any eligible Association member desiring to select a different plan may make such a change only during the annual enrollment period or a qualifying event.

The group health insurance of any Association member terminating employment with the District for whatever reason - resignation, retirement, lay-off, discharge or unpaid leave of absence other than sick leave - shall expire on the last day of the month following the month the Association member terminates employment with the District.

The District shall contribute 70% of the premium for a point-of-service plan, and 80% of the premium for an HMO plan. All plans offered by the district shall have the following co-pays and deductibles:

a) Twenty Dollars ($20.00) per medical visit;

b) One Hundred Dollars ($100.00) per emergency room visit;

c) Two Hundred Fifty Dollars ($250.00) per person, Five Hundred Dollars ($500.00) per two-person/Family Inpatient/Outpatient Facility Deductible;

d) Three (3) Tier Pharmacy Benefit of $5/15/35 ($5/30/70 mail order).

Specific provisions of each plan, including pharmacy benefits, will be provided to each employee at the time of hire, upon request, or in advance of any changes to the benefits provided by a plan.

The parties agree to reopen the contract only on the issue of health insurance in the event that the Cadillac Tax is ever implemented.
6:4 **Life Insurance**

All Association members are eligible for life insurance at one and one-half times an individual’s annual salary, to a limit of $100,000.

6:5 **Professional Membership Dues**

The Superintendent (or designee) shall approve the cost of membership dues to recognized professional associations directly supporting an Association member’s area of responsibility, contingent upon available funds.

6:6 **Long-Term Disability Insurance**

The District shall pay for long term disability insurance for all Association members.

6:7 **Dental Coverage**

The District shall provide, upon the request of an Association member, at no cost to the Association member, single person, two person or family plans for dental coverage. Dental Buy-Up option is available to all members.

6:8 **Vision**

The District shall provide, upon the request of an Association member, at no cost to the Association member, vision coverage for a single, two-person, or family plan.

**ARTICLE VII**

**Leaves of Absence**

7:1 **Vacation Leave**

Full Calendar Year Association members shall receive twenty (20) days of annual vacation leave, accruable on an ongoing monthly basis. Full Calendar Year Association members may accumulate and carry over up to forty (40) vacation days on August 1st of each year.

Part Time full year Association members shall receive annual vacation leave, and have the same accrual and carry-over privileges as above, on a prorated basis.

For Association members, annual leave dates will be scheduled after consultation with the appropriate supervisor. Following the end of the school year through the first week in August, and during school vacation periods the Association member’s supervisor will endeavor to provide as much flexibility as possible to Association members in scheduling vacations, subject to the operational demands of the District and the needs of each school. In special circumstances, with the authorization of the appropriate supervisor accrued annual leave time may be approved during a day(s) when school is in session.
7:2 **Holidays**

All full year Association members shall receive the following paid holidays:

- July 4th
- Labor Day
- Columbus Day
- Veterans’ Day
- Day Before Thanksgiving
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- New Year’s Day
- Martin Luther King Day
- Memorial Day

7:3 **Sick Leave**

Each full year Association member shall be entitled to fifteen (15) days sick leave per fiscal year. Sick leave will be cumulative to 165 days for those employees hired on or after July 1, 2011, and 185 days for the employees hired prior to July 1, 2011. School year Association members shall be entitled to 11 sick days. Sick leave and accruals for part-time employees will be prorated based on the standard hours for the position.

Sick leave may be used for absences caused by illness or accident of the employee, or the employee’s spouse or domestic partner, children or parents.

7:4 **FMLA**

The Nashua School District will abide by the requirements of the Family Medical Leave Act as it may be amended from time to time.

7:5 **Sick Leave Bank**

Any eligible Association member may elect to participate in the Sick Leave Bank as outlined in Appendix C, the Nashua School District’s Non-Affiliated Employees Handbook, as it may be revised from time to time by the Board of Education.

7:6 **Personal Days**

Full-year Association members shall be entitled, during each fiscal year, to four (4) paid personal days. School year Association members shall be entitled, during each fiscal year, to three (3) paid personal days on days they are scheduled to work.
Personal days must be approved in advance by the Association member’s supervisor. Personal leave for part-time employees will be prorated based on the Standard Hours for the position. Personal days are not accruable to the next fiscal year.

7:7 Military Service Leave

The District will comply with USERRA and the Military Leave Provisions of the Family and Medical Act.

An Association member who voluntarily or involuntarily enters into the Armed Forces is entitled to a leave of absence for the duration of the compulsory service, but may not exceed five years with exceptions as noted in the Uniformed Services Employment and Reemployment Rights Act. The Association member, upon discharge, is entitled to reinstatement to his or her previous position or a position of like stature, provided the Association member makes application within 60 days after his or her discharge from such service, unless the Association members is discharged with a physical disability. In the event of a physical disability, a period of no longer than a year after discharge is extended to recuperate to the extent that the employee will be able to perform his or her previous responsibilities. No Association member is entitled to reinstatement in the event of dishonorable discharge. Upon reinstatement the Association member is entitled to any increases in compensation and to any promotion or advantage which would have accrued to the Association member had he or she continued in employment. However, the Association member will only be entitled to the sick leave accrued at the time of his or her entry into the armed forces.

Association members called to serve in the National Guard or Armed Forces Reserve are entitled to a leave of absence for their tours of duty. Association members serving under this provision shall receive the difference between their military pay and what they would have earned had they not been called to service, and while on active duty. Pension contributions, as well as health and dental benefits will continue at the current Association member and employer-share of the premium of the respective plan while on active duty.

Association members serving in the National Guard or as a Reservist, called to service for annual training to engage in military drill, training or other temporary duty will be entitled to not more than fifteen (15) days leave of absence with pay in any one year.

An Association member will be required to give advance notice of leave, unless unable to provide advance notice due to military orders, and submit verification of leave orders as evidence of the amount of pay received.

7:8 Bereavement Leave

Association members are entitled to bereavement for seven (7) days for the death of a spouse, domestic partner or child; three (3) days for the death of immediate family members; and up to three (3) days in any fiscal year for the death of close relatives. “Immediate family members” include
mother, father, brothers, sisters, and grandparents, as well as in-laws and step-relations to these members. School year employees are entitled to the above for deaths that occur during the school year.

7:9 **Extended Leave**

An Association member may apply for an unpaid extended leave of absence for the purpose of rearing the employee’s natural or legally adopted child, provided that such leave shall be limited to the child’s first two years of life. Upon the approval of the Superintendent and the Board, an Association member may be granted an unpaid extended leave of absence for other reasons for up to two full semesters, except that no leave of absence will be granted for the purpose of accepting employment outside of the Nashua School District, or for self-employment.

Such leave for Position Type A positions in accordance with Appendix A may be granted by the Board of Education upon recommendation of the Superintendent.

For purposes of salary placement the Association member, upon return, will be granted credit for length of service earned as of the last day of active service prior to the beginning of the leave, but shall not accrue additional length of service during said leave.

School year employees are entitled to the above for extended leave of absences that occur during the school year.

7:10 **Jury Duty**

Employees called to jury duty will be paid the difference between compensation earned for jury duty and their regular salary. Employees must submit evidence of service as a juror and any compensation for jury duty to the Payroll Office.

7:11 **Released Time**

Members of the negotiating team for the Association will be granted released time, if needed, without loss of pay or loss of personal days for the purpose of contract negotiations, mediation, fact finding, grievance representation arbitration and related court hearings.

**ARTICLE VIII**

**Employment Status**

8:1 **Vacancies and New Positions**

A. Association members shall be eligible to apply for any vacancy or new position the Board wishes to fill for which the Association member is qualified.

B. Such vacancies and new positions shall be posted in iNews and on the bulletin board in every school. A copy shall be sent to the Association president when posted. Such
notice shall be posted for no less than ten (10) calendar days prior to the closing date of application for such vacancies or new positions. All posting notices referred to herein shall delineate the duties, rate of compensation, qualifications for the position, and application procedure, including the final date for application.

C. In filling vacancies and new positions, a candidate’s area of certifiability, level of education, span of responsibility, numbers of employees supervised, discretion in making independent decisions, technical expertise, competence, quality of performance within and outside the District, the needs of the District and applicable experience within and outside the District will be considered. Association members in positions of Directors shall be nominated by the Superintendent to the Board of Education for final approval.

8:2 Involuntary Transfers

A. Where operational conditions permit, notice of a transfer which has not been requested by the Association member shall be given to that Association member no less than 30 calendar days prior to the effective date of the transfer.

B. An Association member who has been transferred and objects to the transfer may request a meeting with the Superintendent or designee, with or without an Association Representative, to discuss the transfer. Such a meeting will be scheduled within 10 days of receipt of the request.

8:3 Reduction in Staff

During a reduction in staff, the following guidelines will be used:

A. Where possible, staff reductions will be accomplished through normal attrition.

B. Where normal attrition does not suffice to reduce personnel in line with available applicable positions, the following criteria will be considered within each pool—Each pool will be based on positions within individual departments. First: level of performance as determined by the performance evaluation, length of administrative experience in the District, and needs of the District. Additionally, the following items will be considered: total length of service with the District, prior administrative experience outside the District; voluntary district-wide contributions; and level of formal education.

C. The Association member(s) so affected will be rehired or reassigned to vacancies within their respective pools which may subsequently occur within a period of two years following the layoff or reassignment and for which the Association member is qualified.

8:4 Probationary Status

A. New employees in Association positions shall be considered probationary employees for the first ninety (90) days of employment. At the discretion of the Superintendent, a probationary period may be extended for an additional thirty (30) days based on reasons such as extended absence from the job or a change in the Association member’s supervisor.
B. The purpose of the probationary period is to provide a reasonable period of time for an employee to learn the fundamental requirements of the position, and for management to assess an employee's potential for successful performance in the position.

C. The Superintendent may dismiss an employee during the initial probationary period for any reason. An employee who was employed with the District immediately prior to assuming a new position may be returned to his or her former position or a comparable position if such a position is available.

8:5 Discipline

A. The Association recognizes the right of the Nashua School District to discipline or discharge employees for cause. Discipline shall be corrective in nature and ordinarily utilized progressively, and shall follow due process. Progressive disciplinary actions normally follow the following order:

(1) Verbal Warning
(2) Written Warning
(3) Suspension without pay
(4) Termination

B. The severity of any particular infraction may warrant an immediate disciplinary consequence at a higher level, up to and including termination.

C. All disciplinary actions shall be documented and signed by both parties. The and a copy original will be placed in the employee's personnel folder in the Human Resource office.

D. All disciplinary actions are subject to appeal following the grievance procedure outlined in Article XIV.

8:6 Non-renewal for unsatisfactory work performance as an administrator

The non-renewal of an Association member shall not be subject to the grievance procedure or binding arbitration.

8:76 Resignations and Retirements

Unless for health reasons, Association members shall provide no less than thirty (30) calendar days notice of resignations and retirements.

ARTICLE IX

Performance Appraisals

9:1 All evaluations and job performance appraisals will be in accordance with the evaluation and performance forms and procedures adopted jointly by the Joint Labor Association with representation from both Administration and Union. Association and by the Board or the
Superintendent prior to June 30 preceding the fiscal/school year in which the forms and procedures will be used. If changes in the forms or procedures are contemplated, the Association must be consulted and must agree to any changes. The evaluation and job performance appraisal process shall include establishing performance goals for the ensuing year.

9:2 Association members shall have the right to comment on any material contained in their respective personnel file and their comments shall be affixed to the pertinent material.

9:3 In those instances when an employee’s job performance consistently fails to meet minimum performance expectations despite prior counseling and/or warnings from the employee’s supervisor, the employee may be placed on a written plan of remediation. Failure of the employee to meet the requirements for improvement in performance outlined in the plan may result in discharge (termination) from employment.

ARTICLE X
Terms and Conditions of Employment

10:1 Work Year

A. All Administrators shall work a full calendar year based on two hundred sixty (260) days. Supervisors shall work the days listed in Appendix A.

B. As a professional, all Association members are expected to devote to work the time necessary to accomplish the task at hand which may include meetings, conferences, programs and/or workshops which extend or are beyond the normal eight hour work day.

10:2 School Calendar

A. The Superintendent shall consult with the Association President in the development of the school calendar prior to the adoption of said calendar by the Board of Education.

B. The school calendar is determined each year by the Board of Education in accordance with applicable law.

10:32 Discrimination

There shall be no discrimination against any Association member because of legally permissible Association activities or because of membership in the Association, or because of the filing or processing of any grievance under this contract.

10:43 Benefits For Part-Time Administrators

Administrators who are employed by the school district on less than a full-time basis shall be entitled to the following benefits prorated in the ratio the administrator’s work day/work year is to the work day/work year of a full-time administrator:
5:2 Course Tuition Reimbursement;
5:5 Longevity (see Appendix B)
5:6 Severance Pay;
6:4 Life Insurance;
7:1 Vacation;
7:2 Holidays;
7:3 Sick Leave;
7:4 Sick Leave Bank;
7:5 Personal Day

ARTICLE XI
Association Representatives

11:1 Official List of Nashua Association of School Administrators and Supervisors Representatives

The Association shall furnish the Board with a list of its officers and shall as soon as possible notify the Board in writing of any changes. No Association Representative shall be recognized by the Board except those designated in writing by the Association.

ARTICLE XII
Association Privileges and Responsibilities

12:1 Fair Practice

As exclusive representative, the Association shall not preclude from membership any person in the unit described in ARTICLE I. The Association will represent equally all persons described in ARTICLE I without regard to membership in, participation, or activities in the Association.

12:2 Recognition of Local Organization Representative

The Superintendent shall recognize the Association President and/or a person designated by the President in writing as the official representative of the local organization.

12:3 Distribution of Materials - Mail Boxes
Officers of the Association shall have the right to use reasonably the Administrative Office and/or school mail boxes for distribution of Association material provided such materials are directly related to Association business and are not in violation of any laws, rules, regulations or school policies.

12:4 Association Meetings

The authorized representative of the Association shall have the right to schedule Association meetings in a school building before or after regular work hours as long as such meetings do not interfere with any school business, activities or functions.

12:5 Protection of Individual and Group Rights

Nothing contained herein shall be construed to prevent the Board, a member of the Board, or its designated representatives from meeting with any administrator for expression of views. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with the immediate superior or processing a grievance on the person’s own behalf in accordance with the Grievance Procedure set forth in Article XIV. None of the provisions of this agreement for its duration shall be changed or modified without the mutual written consent of the Board and the Association. Nothing contained herein shall be construed to permit an organization other than the Association to appear in an official capacity in the processing of a grievance.

ARTICLE XIII

Miscellaneous Provisions

13:1 Miscellaneous

It is understood that for the duration of this agreement Association members shall continue to serve under the direction of the Superintendent of Schools and in accordance with state law, Board policies and administrative rules, regulations and the provisions of the Agreement.

ARTICLE XIV

Grievance Procedure and Resolution of Complaints

14:1 Both parties to this agreement encourage employees to bring forward concerns about work-related issues to their supervisors, with the hope that direct communication and constructive conversations can lead to the informal resolution of disagreements at the lowest possible level. However, should an employee be unable to resolve a concern with his or her supervisor, the grievance procedure outlined in this article shall be followed.
The purpose of this article is to establish a procedure for the settlement of grievances which involve an alleged violation of a term or provision of this Agreement, or which involve a perceived violation of workplace conditions. All such grievances will be handled as follows:

14:2 A grievance must be filed within ten (10) working days of its occurrence or within ten (10) days of the date the employee, by reasonable diligence, should have known of its occurrence. The grievance must be submitted to the next step within the time limits provided or it will be considered settled. A grievance once settled at any one of the following steps shall not be further subject to the grievance procedure.

14:3 Grievances shall be processed in the following manner:

Step 1 Any Association member who has a grievance shall, with or without an Association Representative, discuss it first with the immediate supervisor, in an attempt to resolve the matter at this level. A decision shall be rendered within ten (10) working days.

Step 2 An unfavorable decision under Step 1 may be formally appealed to the immediate supervisor within ten (10) working days. The appeal must be in writing on the grievance form as provided by the Association. The immediate supervisor shall render a decision within ten (10) working days.

Step 3 An unfavorable decision under Step 2 may be appealed to the Superintendent within ten (10) working days. The Superintendent shall render a decision within ten (10) working days.

Step 4 An unfavorable decision under Step 3 may be appealed to the Board of Education within ten (10) working days. The Board shall render a decision within twenty (20) working days.

Step 5 If a grievance involving the interpretation or application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure above, then the Association may submit such grievance to arbitration by giving written notice thereof to the Board not later than ten (10) working days after the completion of Step 4. The grievance shall be considered as having been settled at Step 4, unless it is so submitted to arbitration within such time limit.

The choice of the Arbitrator shall be by agreement of the parties. However, if such agreement has not been reached within ten (10) working days after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the Association to the New Hampshire Public Employees Labor Relations Board for the selection of an arbitrator in accordance with the applicable rules of said Board. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. Determinations and decisions set forth by said arbitrator shall be final and binding upon the parties. Each party to the arbitration shall assume its own expenses and an equal share of the expenses of the arbitrator.
14:4 Grievance Mediation: Either party may submit to the other a request for Grievance Mediation. Grievance Mediation can only take place by mutual agreement at any time during the grievance procedure. The parties will agree mutually on the mediator. The Federal Mediation and Conciliation Service may be used as a facilitator for cost effectiveness. This does not preclude mediation occurring the day of arbitration nor using the arbitrator as the facilitator. Should Grievance Mediation occur, the parties shall agree to a time extension for the following steps.

14:5 Failure of the administration to render a decision within the time limits shall permit the grievant to proceed to the next step. The grievant shall continue to observe the rules and regulations of the District while the grievance is pending. A grievant shall have all rights provided by RSA 273-A relative to the processing of grievances.

ARTICLE XIV

Negotiations and Printing of Agreement

15:1 Up to five (5) Association members shall be allowed reasonable time off during regular working hours, without loss of pay, for the purpose of collective bargaining. No overtime or other premium pay shall be paid for time spent in collective bargaining.

15:2 Negotiations shall be conducted in accordance with N.H. RSA 273-A.

15:3 The District agrees to pay for the cost of printing copies of this Agreement for each Association member. The Association agrees to distribute a copy of this Agreement to each Association member presently employed by the District, and to each new Association member as they are hired by the District.

ARTICLE XVI

Duration of Agreement

16:1 The provisions of this agreement shall become effective as of July 1, 2017 unless otherwise specified and shall continue and remain in full force and effect to and including June 30, 2019 when it and all provisions and benefits therein shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

The Board and the Association agree to begin negotiation of a successor agreement concerning wages, hours and other terms and conditions of employment no later than April 1, 2019.

16:2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents.

NASHUA BOARD OF EDUCATION

NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS & SUPERVISORS
Dotty Oden
PRESIDENT

Dated ______________________

David Rauseo
PRESIDENT

Dated ______________________
APPENDIX A

Salary Schedule

Beginning July 1, 2017

The following are the school administrator and supervisor positions who are members of the Nashua Association of School Administrators & Supervisors.

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Position Type</th>
<th>FY17-18</th>
<th>FY18-19</th>
<th>Hours/week And Days/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Technology</td>
<td>A</td>
<td>2.53% Salary Adjustment</td>
<td>2.251.75% Salary Adjustment</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Plant Operations</td>
<td>A</td>
<td>2.54.0% Salary Adjustment</td>
<td>2.251.75% Salary Adjustment</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Food Services</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Transportation</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Guidance (2)</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Special Education</td>
<td>A</td>
<td>2.54.0% Salary Adjustment</td>
<td>2.251.75% Salary Adjustment</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Athletics</td>
<td>A</td>
<td>2.54.0% Salary Adjustment</td>
<td>2.251.75% Salary Adjustment</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Adult/Community Educ.</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of CTE (2)</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of ELL/Student Services</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Title One Services</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Director of Communications</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td>20/260</td>
</tr>
<tr>
<td>Assistant Director of Special Education</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Assistant Director of Special Education</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Assistant Director of Plant Operations</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td>40/260</td>
</tr>
<tr>
<td>Custodial Supervisor Assistant Director of Plant</td>
<td>A</td>
<td>2.54.0% Salary Adjustment</td>
<td>2.251.75% Salary Adjustment</td>
<td>40/260</td>
</tr>
<tr>
<td>Position</td>
<td>Grade</td>
<td>Base</td>
<td>Risk Adjusted Base</td>
<td>Monthly Base</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>-------</td>
<td>------</td>
<td>--------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Assistant Director of Business</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Custodial Supervisor (Elem.)</td>
<td>S</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Custodial Supervisor (MS)</td>
<td>S</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Business Office-Services Manager</td>
<td>A</td>
<td>2.54%</td>
<td>2.251.75% Salary Adjustment</td>
<td>2.251.75% Salary Adjustment</td>
</tr>
<tr>
<td>Office Manager (SPED)</td>
<td>S</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Office Manager (Technology)</td>
<td>S</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Office Manager (Title One)</td>
<td>S</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Coordinator of 21st Century</td>
<td>A/S</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Coordinator of Brentwood Program</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Coordinator of SPED Preschool</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Coordinator, Out of District Placement</td>
<td>A</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Systems Administrator (4)</td>
<td>N</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Assistant Systems Administrator</td>
<td>N</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Assistant Systems Administrator (9)</td>
<td>N</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Data Analyst (3)</td>
<td>N</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Food Service Business Manager</td>
<td>S</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Food Service Site Coordinator (6)</td>
<td>S</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Instructional Leader</td>
<td>N</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Attendance Officer</td>
<td>N</td>
<td>2.53%</td>
<td>2.251.75%</td>
<td></td>
</tr>
<tr>
<td>Student Information Coordinator</td>
<td>N</td>
<td>2.3%</td>
<td>2.251.75%</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX B

Longevity Payment Schedule

The schedule for longevity payments below applies to individuals in the employ of the District prior to July 1, 2017 for only those positions noted.

<table>
<thead>
<tr>
<th>Years of Continuous Employment at July 1</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Association Members</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>$1,200</td>
</tr>
<tr>
<td>24</td>
<td>$1,600</td>
</tr>
<tr>
<td>Food Service Site Coordinators</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>$500</td>
</tr>
<tr>
<td>15</td>
<td>$600</td>
</tr>
<tr>
<td>20</td>
<td>$750</td>
</tr>
<tr>
<td>25</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

Note: District-wide administrative positions include full-time (40 hours per week) and year-round directors, assistant directors, office managers, supervisors, systems administrator, assistant systems administrator, non-food services coordinators, data analysts, food service business manager and instructional leader.

School Year employees are those who work full time between 180 to 200 days per year.
APPENDIX-C

NASAS Sick Bank Operational Rules

The purpose of the sick leave bank (the “bank”) is to offer income protection to contributing members who must be absent from their jobs for an extended period of time or intermittently because of prolonged or continuing illness or an incapacitating accident qualifying as a serious health condition of the employee by FMLA standards. The bank may not be utilized for absence due to a serious health condition of any family member including a spouse, child or parent.

An eligible employee may elect to participate and remain enrolled in the bank by making an initial contribution of one day on the date the person begins employment and then annually every year during a call for replenishment. Annual contributions of one day per member will be made during the month of September unless the bank has a balance in excess of 1,200 days.

Employees who elect not to join the bank when hired or who elect not to continue their membership in this bank may join the bank during the next call for replenishment.

A Committee of members of the NASAS leadership team shall carry out the operations of the bank, including approving withdrawals from the bank. The team shall furnish written records of deposits and withdrawals to the Superintendent. In all cases the decision(s) rendered by the leadership team shall be final and binding.

The process for requesting and accessing days from the bank includes the following:

1. The leadership team shall meet on a timely basis in person or by email, but no later than five (5) working days of the receipt of a written request for withdrawal.

2. A member of the bank shall be eligible for withdrawal from the bank after exhausting all of his/her available sick, personal

3. The leadership team shall render a decision on a request for withdrawal as soon as possible to avoid unpaid days to the applicant, but not later than ten (10) working days from the date all documentation and information requested by the Committee has been submitted.

4. Bank days may be granted retroactively to the next working day following the working day on which the applicant has exhausted all of his/her accumulated sick, personal and vacations days. The applicant must have been continuously absent for at least 15 working days to be eligible for withdrawal.

5. In all instances a statement by a licensed physician must be provided either through the FMLA process or accompany a request for withdrawal in order to verify the serious health condition of the applicant before bank days may be awarded. The leadership team may also require periodic statements. Statements by a licensed physician shall specify:

   a. The nature of the illness or incapacitating accident;
   b. The date of initial occurrence of the illness or incapacitating accident;
   c. Certification the individual is medically unable to perform his/her normal job responsibilities;
   d. The anticipated period during which the individual will be medically unable to perform his/her normal job responsibilities.

6. Should it be determined that the eligible member can resume his/her normal job responsibilities at a date earlier than originally estimated, any remaining bank days granted will be rescinded and returned to the Bank.
(7) In no instance shall the physician’s estimate of the period during which the individual may be medically unable to perform his/her normal job responsibilities be considered binding.

(8) No withdrawals may be granted during the period an eligible member is on an unpaid authorized leave of absence.

(9) Withdrawals shall be granted only for scheduled working days missed because of continuous illness or an incapacitating accident.

Applicants are encouraged to apply to the bank as soon as they become aware they will require a prolonged leave of absence for medical reasons and may require days from the bank. Approved withdrawal of days from the bank will only begin after the exhaustion of other available accrued time as outlined in (2) above, or on the day of approval of withdrawal from the bank by the Committee, whichever comes later.

Enrollment Forms and Withdrawal Applications for withdrawal should be forwarded to the Human Resources Office at the Nashua School District’s Administrative Offices.

Member Entitlement:
For a single prolonged or continuing illness or incapacitating accident within a fiscal year:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Completed</th>
<th>No. of days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>25</td>
</tr>
<tr>
<td>4</td>
<td>6</td>
<td>50</td>
</tr>
<tr>
<td>7</td>
<td>9</td>
<td>75</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

No provisions contained herein shall be interpreted or applied so as to conflict with the provisions of any other Board of Education policies, and/or federal or state laws, regulations or rules.
APPENDIX DC

Grievance Form

Nashua Association of School Administrators and Supervisors OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE ___________________________________ DEPARTMENT __________________________

WORK LOCATION ___________________________________ IMMEDIATE SUPERVISOR ________________

EMPLOYEE TITLE ____________________________________________________________

STATEMENT OF GREIVANCE:

List applicable violation: __________________________________________________________

Adjustment required: ____________________________________________________________

I authorize the Nashua Association of School Supervisors and Administrators as my representative to act for me in the disposition of this grievance.

Date __________________ Signature of Employee __________________________________________

Signature of Union Representative ___________________________ Title ______________________

Date Presented to Management Representative ____________________________

Signature ___________________________ Title __________________________

Disposition of Grievance: ________________________________________________________

_________________________________________________________________________

THIS STATEMENT OF GREIVANCE IS TO BE MADE OUT IN TRIPlicate. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO ____________________________

COPY ____________________________

COPY: UNION GRIEVANCE FILE