

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, 2021
Through
JUNE 30, 2024

Signature Approval Date: January 26, 2022

NASHUA BOARD OF EDUCATION

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Heather Raymond, Clerk
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Diane Carey, Director, Human Resources
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Sharon Giglio, Board of Education

NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS UNION

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Alesa Cunningham, Vice President
Vacant, Secretary
Derek Danielson, Treasurer
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NEGOTIATING TEAM

Daniel Alexander
Alesa Cunningham
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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-1

SUPERVISORS – as listed in Appendix A-1

NON-SUPERVISORS – as listed in Appendix A-1

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.

1:3 Union Dues – Upon receipt of a voluntarily executed authorized deduction card, the District agrees to withhold union dues from payroll and remit them to the union.

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

All bargaining members will receive increases effective July 1, 2021 per the salary schedule in Appendix A-2, except those newly hired bargaining unit members who have already been placed with a 2021-2022 salary. These employees will be placed on the salary schedule effective July 1, 2022. 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 courses(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. Food Service Site Coordinators may choose 22 or 26 payment installments on a teacher pay cycle. Increases for Food Service employees who choose 26 payment installments shall begin with the first paycheck of the school year. 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.

The President of the Association or his or her designee shall be granted 1 day of paid leave per fiscal year to attend the national union conference.

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. If the retirement or death occurs in the middle of a fiscal year, the District shall pro-rate credit for sick leave based on the separation date. For example, if you retire July 30, you would receive 1/12 of your sick time that is loaded July 1.

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. If the resignation or layoff occurs in the middle of a fiscal year, the District shall pro-rate credit for sick leave based on the separation date. For example, if you resign July 30, you would receive 1/12 of your sick time that is loaded July 1.

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 (POS) Plan;
- b. HMO Plan; or
- c. High Deductible Health Plan (HDHP) with Health Savings Account (HSA);
- d. High Deductible Health Plan without Health Savings Account (HSA).

Health care plan options are at the sole discretion of 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 and High Deductible plans. All plans offered by the district shall have the following co-pays and deductibles:

1. POS and HMO:

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

The following co-pays and deductibles below will become effective on July 1, 2022.

- a. Twenty-five Dollars (\$25.00) per medical visit;
- b. One Hundred Dollars (\$100.00) per emergency room visit;
- c. One Thousand Five Hundred Dollars (\$1500.00) per person, Three Thousand Dollars (\$3000.00) per two-person/family Inpatient/Outpatient Facility Deductible; and
- d. Three (3) Tier Pharmacy Benefit of \$10/30/50 (\$20/\$60/\$100 mail order).

2. Anthem HDHP with Health Savings Account (HSA):

- a. Deductibles for the HDHP are \$2,000 (single) and \$4,000 (two-person/family);
- b. Annual \$1,500 single and \$3,000 (two-person/family) contribution to the HSA;
- c. Prorating of HSA contribution based upon enrollment date – Employees who join the HDHP with HSA at any time other than July 1 will receive a pro-rated city contribution of \$125

monthly for a single plan and \$250 monthly for 2-person or family plan for each full month remaining in that fiscal year.

- d. Annual disbursement of HSA contribution in two (2) installments (July and October) – The Board’s contribution will be distributed in two (2) installments, one on or about July 1 and one on or about October 1, provided however that if an employee is required to pay more towards his/her deductible than the initial 50% contribution, upon presentation of suitable documentation, the City will contribute the remaining 50% before October 1.

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 \$200,000.

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 Coverage

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.

7:2 Holidays

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

July 4 th	Day After Thanksgiving
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Day Before Thanksgiving	Memorial Day
Thanksgiving 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 days for staff hired after the start of the fiscal year will be prorated in the year of hire.

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 accruable to the next fiscal year. Personal days for staff hired after the start of the fiscal year will be prorated in the year of hire.

7:7 Snow Day

Administrators shall be entitled to one (1) snow day per academic year to work from home at the time the Superintendent makes the call that schools are closed due to inclement weather. Administrators shall notify their immediate supervisor of the intention to work from home. Supervisors may request evidence of work products as necessary. Annual snow days are not accruable to the next fiscal year and cannot be used for Severance Pay (5:6).

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 XIII.

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 Administration and Union. The evaluation and job performance appraisal process shall include establishing performance goals for the ensuing year. Annual evaluations shall be completed by June 30th each year.
- 9:2 Association members shall have the right to comment on any material contained in their respective performance appraisals and their comments shall be affixed to the pertinent appraisal.
- 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 Performance Improvement Plan (PIP). During the time frame when the employee is on a PIP, no annual wage percentage increase will be awarded. Failure of the employee to meet the requirements for improvement in performance outlined in the plan may result in disciplinary action up to and including termination from employment with the Nashua School District.

ARTICLE X

Terms and Conditions of Employment

10:1 Work Year

- A. All Association members shall work the days listed in Appendix A-1.
- 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.

10:3 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);
- 7:1 Vacation;
- 7:2 Holidays;
- 7:3 Sick Leave;
- 7.4 Sick Leave Bank;
- 7:5 Personal Day

Administrators who are employed by the school district on less than a full-time basis shall also be entitled to severance pay and life insurance, the calculation of which already reflect the administrators' part-time status.

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 XIII. 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.

12:6 Leave for President

The President of the Association or designee shall be granted one day paid leave per fiscal year to attend AFSA, AFL-CIO conferences.

ARTICLE XIII

Grievance Procedure and Resolution of Complaints

13:1 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:

13:2 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.

13:3 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.

- 13:4 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.
- 13:5 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

- 14:1 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.
- 14:2 Negotiations shall be conducted in accordance with N.H. RSA 273-A.
- 14:3 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

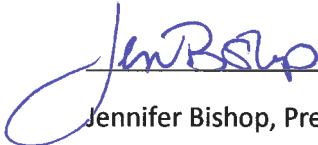
- 15:1 The provisions of this agreement shall become effective as of July 1, 2021 unless otherwise specified and shall continue and remain in full force and effect to and including June 30, 2024 when it and all provisions and benefits therein shall expire unless an extension is agreed to by both parties 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 January 1, 2024.


15:2 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



Jennifer Bishop, President



Daniel Alexander, President

Dated 1/26/2022 _____

Dated 1/26/2022 _____

APPENDIX A-1
Salary Schedule
Beginning July 1, 2021

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

Position Title	Position Type	Grade	Hours/week And Days/Year
Director of Technology	A	6	40/260
Director of Plant Operations	A	6	40/260
Director of Food Services	A	5	40/260
Director of Transportation	A	4	40/260
Director of Guidance	A	4	40/260
Director of Special Education	A	6	40/260
Director of Athletics	A	6	40/260
Director of Adult/Community Educ.	A	4	40/260
Director of CTE	A	4	40/260
Director of ELL/Student Services	A	5	40/260
Director of Title One Services	A	4	40/260
Director of Communications	A	4	40/260
Assistant Director of Special Education	A	5	40/260
Assistant Director of Special Education	A	5	40/260
Assistant Director of Plant Operations Maintenance	A	4	40/260
Assistant Director of Plant Operations Safety & Security	A	3	40/260
Assistant Director of Business	A	5	40/260
Assistant Director of Technology	A	4	40/260

Position Title	Position Type	Grade	Hours/week And Days/Year
Custodial Supervisor (Elem.)	S	3	40/260
Custodial Supervisor (MS)	S	3	40/260
Business Services Manager	A	3	40/260
Office Manager (SPED)	S	3	40/260
Office Manager (Technology)	S	1	40/260
Office Manager (Title I)	S	1	40/260
Coordinator of 21 st Century	A	3	40/260
Coordinator of Brentwood Program	A	5	40/260
Coordinator of SPED Preschool	A	4	40/260
Coordinator, Out of District Placement	A	2	40/260
Systems Administrator-Programmer	N	4	40/260
Systems Administrator-Network	N	4	40/260
Systems Administrator-General	N	3	40/260
Assistant Systems Administrator	N	2	40/260
Data Analyst	N	4	40/260
Food Service Business Manager	S	1	37.5/200
Food Service Site Coordinator	S	1	37.5/196
Instructional Leader	N	3	40/199
Attendance Officer	N	2	40/190
i4See Coordinator	N	1	40/260
ELL Coordinator	N	2	40/260

APPENDIX A-2
Salary Grid
Beginning July 1, 2022

FY2022-FY2024

		GRADE					
		1	2	3	4	5	6
STEPS	1	40,000	51,000	56,000	70,000	82,500	90,000
	2	41,000	52,275	57,400	71,750	84,563	92,250
	3	42,025	53,582	58,835	73,544	86,677	94,556
	4	43,076	54,921	60,306	75,382	88,843	96,920
	5	44,153	56,294	61,814	77,267	91,065	99,343
	6	45,256	57,702	63,359	79,199	93,341	101,827
	7	46,388	59,144	64,943	81,179	95,675	104,372
	8	47,547	60,623	66,566	83,208	98,067	106,982
	9	48,736	62,139	68,231	85,288	100,518	109,656
	10	49,955	63,692	69,936	87,420	103,031	112,398
	11	51,203	65,284	71,685	89,606	105,607	115,208
	12	52,483	66,916	73,477	91,846	108,247	118,088
	13	53,796	68,589	75,314	94,142	110,953	121,040
	14	55,140	70,304	77,197	96,496	113,727	124,066
	15	56,519	72,062	79,127	98,908	116,570	127,168
	16	57,649	73,503	80,709	100,886	118,902	129,711
	17	58,802	74,973	82,323	102,904	121,280	132,305
	18	59,978	76,472	83,970	104,962	123,705	134,951
	19	61,178	78,002	85,649	107,061	126,179	137,650
	20	62,401	79,562	87,362	109,203	128,703	140,403

Step 21 on any year (FY22-FY24) will receive an additional \$1,000 over the current Step 20.

**APPENDIX A-3
SIDEBAR**

1. Two Positions being moved to their correct step over a two-year period

	<u>FY22</u>	<u>FY23</u>
<u>Assistant Director of Plant Operations- Security</u>		
Put on step 3-8 in FY23	\$4,824.20	\$4,824.20
Annual salary	\$61,742.20	\$66,566.40
<u>Brentwood Coordinator</u>		
Put on step 5-2 in FY23	\$4,725.75	\$4,725.75
Annual salary	\$79,836.75	\$84,562.50

2. Five (5) positions will be given a minimum increase of \$1,000 in FY22 and thus reach their grid step +1 in FY23

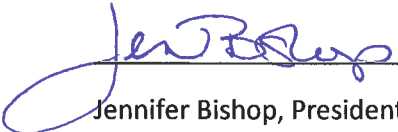
	<u>FY22</u>	<u>FY23</u>
ELL Coordinator (2-4 to 2-5)	\$55,303.00	\$56,294.46
Grant Manager, Business Office (3-3 to 3-4)	\$59,000.00	\$60,305.88
FS Business Manager (1-18 to 1-19)	\$61,043.00	\$61,177.93
IT System Administrator- General (3-15 to 3-16)	\$79,154.00	\$80,709.06
Communications Director (4-11 to 4-12)	\$89,974.00	\$91,846.00

3. Longevity – Two (2) Food Service staff members grandfathered - received a higher amount in FY21.


	<u>FY22</u>	<u>FY23</u>
Staff Member #1 paid \$600 in FY21	\$600.00	\$600.00
Pay \$600 until she reaches 20 years and moves to \$1,200 per contract		
Staff Member #2 paid \$500 in FY21	\$500.00	\$500.00
This amount will continue until she reaches 20 years		

NASHUA BOARD OF EDUCATION

NASHUA ASSOCIATION OF SCHOOL ADMINISTRATORS & SUPERVISORS



Jennifer Bishop, President



Daniel Alexander, President

Dated: 1/26/2022

Dated: 1/26/22

APPENDIX B

Longevity Payment Schedule

The schedule for longevity payments below applies to all NASAS staff in the employ of the District.

15 Years	\$ 500.00
20 Years	\$1,200.00
25 Years	\$1,700.00

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 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 GREIVANCE FILE