RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF EDUCATION AND THE NASHUA TEACHERS' UNION, LOCAL 1044, AFT, AFL-CIO FROM SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2016 AND AUTHORIZING RELATED TRANSFERS

CITY OF NASHUA

In the Year Two Thousand and Thirteen

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 Teachers' Union, Local 1044, AFT, AFL-CIO are approved. The collective bargaining agreement covers the period from September 1, 2013 through August 31, 2016.

BE IT FURTHER RESOLVED, that $788,147_ from Department 194, Contingency, Account #70150 "Contingency - Negotiations" be transferred into Department 191, School, Account #51900 "Budget Adjustments" for the purpose of funding FY2014 base salary adjustments contained in the agreement.

BE IT FURTHER RESOLVED, that $347,958 from Fund 7071, School Retirement Expendable Trust Fund be transferred into Department 191, School, Account #51900 "Budget Adjustments" for the purpose of funding FY2014 base salary adjustments contained in the agreement.

LEGISLATIVE YEAR 2013

RESOLUTION: R-13-152

PURPOSE: Approving the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO from September 1, 2013 through August 31, 2016 and authorizing related transfers

ENDORSER(S): Alderman Richard A. Dowd

COMMITTEE ASSIGNMENT:

FISCAL NOTE: The cost analysis is attached.

ANALYSIS

This resolution approves the cost items of a collection bargaining agreement between the Nashua Board of Education and the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO. The Agreement has a term of three (3) years from September 1, 2013 through August 31, 2016. The board of aldermen, by law, must vote whether or not to approve the cost items of this contract within thirty (30) days of receipt. RSA 273-A:3 II (c). The resolution also authorizes the transfer of funds from "Contingency-Negotiations" and "School Retirement" into "School- Budget 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 reappropriate 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 form: **Office of Corporation Counsel**

By: _____

Date: November 21, 2013

Nashua School District
NTU Teacher Contract Analysis: Final Position
FY 2014 - FY 2016

	Description	All Funds Base FY13	FY14	FY15	FY16
1	Number of Employees in Analysis	1,005	1,005	1,005	1,005
2	Base Salary Increases (new contract language)		0.0%	0.0%	0.0%
3					
4	**Base Pay Calculations**				
5	Base Pay Calculations (FY13 mid-year increase annualized)	$ 55,555,585	$ 55,555,585	$ 56,688,690	$ 58,191,229
6	Base Increase		$ 1,133,105	$ 1,502,539	$ 1,778,502
7	**Total Base Pay**	$ 55,555,585	$ 56,688,690	$ 58,191,229	$ 59,969,731
8	**$ Change over Prior Year**		$ 1,133,105	$ 1,502,539	$ 1,778,502
9	**Real Annual % Increase over Prior Year**		2.0%	2.7%	3.1%
10					
11	**Other Salary Costs**				
12	Increase Grade K Planning Time to 100 minutes/week		$ -	$ 60,000	$ 60,000
13	Increase summer per diem for psychologists/speech			$ 5,120	$ 5,120
14	Advisors/Coaches (new stipends for MS band/chorale directors)	$ 395,000	$ 398,000	$ 398,000	$ 398,000
15	Pay Differentials (Head Teachers/Facilitators)	$ 72,100	$ 72,100	$ 72,100	$ 72,100
16	Teaching Load Differential (Overage)	$ 4,250	$ 4,250	$ 4,250	$ 4,250
17	After School Meetings (Staffings)	$ 40,000	$ 40,000	$ 40,000	$ 40,000
18	Severance (Capped at 40% of salary in FY 2016)	$ 700,000	$ 714,000	$ 733,278	$ 600,272
19	Longevity (**2% increase per year**)	$ 310,000	$ 316,200	$ 322,524	$ 328,974
20	Educational Benefits	$ 225,000	$ 225,000	$ 225,000	$ 225,000
21	**Total Other Salary Costs**	$ 1,746,350	$ 1,769,550	$ 1,860,272	$ 1,733,716
22	**$ Change over Prior Year**		$ 23,200	$ 90,722	$ (126,556)
23	**Real Annual Increase over Prior Year**		1.3%	5.1%	-6.8%
24					
25	**Total Base Pay and Other Salary Costs**	$ 57,301,935	$ 58,458,240	$ 60,051,501	$ 61,703,447
26	**$ Change over Prior Year**		$ 1,156,305	$ 1,593,261	$ 1,651,946
27	**% Change over Prior Year**		2.0%	2.7%	2.8%
28					
29					
30	**Retirement Costs**				
31	Pension (Group 1 Teachers 11.30% > 14.16%)	$ 6,449,694	$ 8,245,827	$ 8,471,433	$ 8,705,348
32	FICA and Medicare (7.65%)	4,366,386	4,454,843	4,576,727	4,703,101
33	**Total Retirement Costs**	$ 10,816,079	$ 12,700,670	$ 13,048,160	$ 13,408,449
34	**$ Change over Prior Year**		$ 1,884,590	$ 347,490	$ 360,289
35	**% Change over Prior Year**		17.4%	2.7%	2.8%
36					
37	Medical Insurance Benefits (**3% increase per year**)	$ 14,688,108	15,128,751	15,582,614	16,050,092
38	less Employee Contributions to Medical (21.3%)	(3,128,567)	(3,222,424)	(3,319,097)	(3,418,670)
39	**Subtotal Medical costs (Active Employees)**	$ 11,559,541	$ 11,906,327	$ 12,263,517	$ 12,631,423
40	Medical subsidy - retirees (**3% increase per year**)	$ 194,657	200,497	206,512	212,707
41	Dental Insurance costs	$ 1,419,687	$ 1,448,078	$ 1,448,078	$ 1,491,520
42	Life Insurance costs	$ 115,959	$ 115,959	$ 115,959	$ 115,959
43	**Total Insurance Benefits**	$ 13,289,844	$ 13,670,861	$ 14,034,066	$ 14,451,609
44	**$ Change over Prior Year**		$ 381,017	$ 363,205	$ 417,543
45	**% Change over Prior Year**		2.9%	2.7%	3.0%
46					
47	**Total Costs**	$ 81,407,858	$ 84,829,771	$ 87,133,727	$ 89,563,505
48	**$ Change over Prior Year/Average**		$ 3,421,912	$ 2,303,956	$ 2,429,779
49	**% Change over Prior Year/Average**		4.2%	2.7%	2.8%
50					
51	**Average Annual Total Compensation Package**	$ 81,003	$ 84,408	$ 86,700	$ 89,118
52	**Average Annual Increase per Employee**		$ 3,405	$ 2,292	$ 2,418
53	**Average Percentage Increase per Employee**		4.2%	2.7%	2.8%

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA TEACHERS' UNION

LOCAL 1044 AFT, AFL-CIO

September 1, ~~2011~~2013

through

August 31, ~~2013~~2016

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AGREEMENT

AGREEMENT made between the NASHUA BOARD OF EDUCATION (hereinafter called the "BOARD") and the NASHUA TEACHERS' UNION, LOCAL 1044, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter called the "UNION").

ARTICLE I

Recognition

1:1 The BOARD recognizes the Nashua Teachers' Union as the exclusive representative for the purpose of collective bargaining concerning wages, hours and other terms and conditions of employment of all teachers who work a regular schedule of at least 50% or more duty hours per week (as defined by the number of hours teachers are required to work commencing with the arrival of students and ending at the end of the student day but excluding the teacher lunch period) of full time teachers in their grade level (i.e., elementary or secondary), including teachers who are under Annual, Partial-year, Title I teachers, Part-time teachers, and Continuing Substitute teachers, employed by the BOARD as included herein:

TEACHERS
SPEECH ~~and HEARING TEACHERS~~LANGUAGE PATHOLOGISTS
GUIDANCE/SCHOOL COUNSELORS
READING CONSULTANTS
DEPARTMENT CHAIRPERSONS
SPECIALISTS
LIBRARIANS
PEER COACHES
HEAD TEACHERS
SCHOOL NURSES
SCHOOL PSYCHOLOGISTS
SOCIAL WORKERS
TEACHER TEAM FACILITATORS
IN-HOUSE SUSPENSION TEACHERS

and excluding all other employees.

1:2 The UNION agrees to represent equally all teachers without regard to membership in the UNION.

1:3 Commencing with the date of their appointment as a continuing substitute all Continuing Substitute teachers shall be covered by all provisions of this Agreement, in accordance with the limitations stated therein, with the exception of the following contract provisions:

Article	6:2	Sick Leave Bank
	6:10	Extended Leaves
	6:11	Sabbatical Leave
	7:1	Notification of Re-Employment
	7:2	Notification of Assignment
	7:7	Seniority
	7:8	Reduction in Staff
	7:9	Recall
	10	Transfers, Vacancies and Promotions

1:4 All Title I teachers included in the bargaining unit who have a work day or work year less than the work day or work year of a contract teacher, shall be covered by all provisions of this Agreement, in accordance with the limitations stated therein, with the exception of the following contract provisions:

Article	4:8	Longevity
	*5:1	Workers' Compensation and Pension (Pension portion only)
	5:3	Health Insurance

5:6	Continuation of Insurance
~~6:10~~	~~Extended Leaves~~
~~6:11~~	~~Sabbatical Leave~~
8:1A.1,.2,.3.	School Year/School Calendar
8:2	School Day
8:3	Planning Periods
8:4	Teaching Load/Class Size
IX**	Transfers, Vacancies and Promotions

- Nothing in this Agreement shall be construed to affect the right of the above Title I teachers to become a member of the New Hampshire Retirement System. The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of any of the above Title I teachers unless the enrollment of those teachers in the System is mandated by the System or by other provisions of State law.

** With the exception of those portions of subsections 9:1 through 9:6 applicable to the transfer rights of Title I teachers to Title I positions within their designated area.

1:5 All Part-Time teachers included in the bargaining unit shall be covered by all provisions of this Agreement, in accordance with the limitations stated therein, with the exception of the following contract provisions:

Article 4:8	Longevity
*5:1	Workers' Compensation and Pension (Pension portion only)
5	
~~5:4~~	~~Life Insurance~~
6:2	Sick Leave Bank
~~6:10~~	~~Extended Leaves~~
~~6:11~~	~~Sabbatical Leave~~
8:2	School Day
8:3	Planning Periods

*Nothing in this Agreement shall be construed to affect the right of any Part-Time teacher to become a member of the New Hampshire Retirement System. The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of any Part-Time teacher unless the enrollment of that teacher in the System is mandated by the System or by other provisions of State law.

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

2:3 The term "Teacher", as used in this Agreement, means a person employed by the BOARD who is part of the Unit as described in ARTICLE I.

2:4 The term "Department Chairperson", as used in this Agreement, means a teacher with single building responsibility and supervision.

2:5 The term "Teachers' Union Representative", as used in this Agreement, means a Teacher Union Building Representative or the alternate UNION designee who shall be part of the Unit as defined in ARTICLE I.

2:6 The term "allied fields" shall mean a closely related subject to that in which the teacher's previous experience occurred.

2:7 Whenever the singular is used in this Agreement, it is to include the plural where the context clearly so indicates.

2:8 The term "service", as used in this Agreement, shall mean time when the teacher is actually engaged in teaching, together with any authorized paid leave granted pursuant to this Agreement.

2:9 A regular "School Nurse" is a Registered Nurse licensed by the State of New Hampshire employed in said capacity to fill an approved budgeted School Nurse position which is not temporary or as provided in Article 9:9B.

2:10 A "Continuing Substitute School Nurse" is a Registered Nurse licensed by the State of New Hampshire employed in said capacity to fill a School Nurse position temporarily vacant due to an approved extended leave of absence, or to fill a permanently vacant position as provided in Article 9:9.

2:11 A "Temporary School Nurse" is a Registered Nurse licensed by the State of New Hampshire employed to fill a Temporary School Nurse position that is expected to be of limited duration.

2:12 A designated area is composed of all teachers currently teaching in a subject area. These teachers must teach in that subject for the greater portion of their regular work day as referenced in Appendix H.

2:13 The term "Master Plan", as used in this agreement, refers to the professional development master plan required by the New Hampshire Department of Education and approved by the Nashua Board of Education.

ARTICLE III

Grievance Procedure

Grievance and Arbitration Procedures

3:1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve:

A. An alleged violation of a term or provision of the existing contract.

B. A grievance otherwise arising out of the employer-employee relationship involving wages, hours or other terms or conditions of employment.

All such grievances will be handled as provided in this Article.

3:2 No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below or the grievance will be considered settled on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration.

3:3 All grievances over which a principal has no jurisdiction shall be submitted directly to the Superintendent within thirty (30) school days after the aggrieved party knows, or should have known, of the act or condition on which the grievance is based. Submission at any level within that thirty (30) school day period shall establish the timeliness of the grievance.

3:4 **Step l.**

Any teacher who has a grievance shall, with or without the Union Representative, discuss it first with the Principal in an attempt to resolve the matter at that level.

3:5 **Step 2.**

If the grievance is not settled within ten (10) school days after presentation at Step l, the aggrieved party shall, within ten (10) school days thereafter set forth the grievance in writing to the Principal specifying:

(a) The specific nature of the grievance and date it occurred.

(b) The provision(s) of this Agreement which is alleged to have been violated.

(c) The nature and extent of the injury, loss or inconvenience.

(d) The results of previous discussions.

(e) The basis for dissatisfaction with the decisions previously rendered.

(f) The remedy which is desired.

The grievance shall be signed by the aggrieved teacher and Union Representative before being presented to the Principal in Step 2.

3:6 If the grievance is not received in writing by the Principal in Step 2 within thirty (30) school days after the aggrieved party knows, or should have known, of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.

The Principal shall act upon the grievance within five (5) school days after receipt at Step 2 and shall communicate a decision in writing to the UNION.

3:7 **Step 3.**

If the issue is not resolved after Step 2, the grievance shall, within five (5) school days after receipt of the Principal's decision be submitted to the Superintendent of Schools. The Superintendent shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate a decision in writing.

3:8 **Step 4.**

The UNION, no later than ten (10) school days after receipt of the Superintendent's decision, may appeal the Superintendent's decision to the School BOARD. The appeal to the BOARD must be made in writing reciting the matter submitted to the Superintendent and the basis for dissatisfaction with the decision rendered by the Superintendent. The BOARD shall act upon the Appeal within a period not to exceed fifteen (15) school days. The BOARD shall communicate its decision in writing to the UNION.

3:9 Failure at any step of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:10 It is understood that teachers shall, during and notwithstanding, the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the BOARD until such grievance and any effect thereof shall have been fully determined.

Rights of Teachers to Representation

3:11 Aggrieved persons may be represented at all stages of the grievance procedure by themselves and by a representative selected or approved by the Nashua Teachers' Union.

3:12 When a grievant in Step 1 is not represented by the Nashua Teachers' Union in the processing of a grievance, the Nashua Teachers' Union shall at the time of submission of the grievance at Step 2 have the right to be present and present its position in writing at all meetings with the grievant held concerning the grievance and shall receive a copy of decisions rendered.

Arbitration

3:13 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 UNION may submit such grievance to arbitration by giving written notice thereof to the BOARD no later than two (2) weeks after the completion of Step 4. The grievance shall be considered as having been settled in Step 4 unless it is so submitted to arbitration within such time limit.

3:14 The choice of the Arbitrator shall be by agreement of the parties. However, if such agreement has not been reached within one (1) week after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the UNION to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining, of said Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement.

3:15 Each grievance shall be separately processed in any arbitration proceeding under this Article.

3:16 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

3:17 The Arbitrator selected will confer with representatives of the BOARD and the UNION. The arbitrator will set forth findings in writing, and submit them to the BOARD and the UNION.

3:18 The operation of this grievance and arbitration agreement shall be subject to the provisions of Chapter 542 of the New Hampshire Revised Statutes Annotated.

3:19 If Chapter 542 should be held by the Supreme Court of New Hampshire to be inapplicable to employees in this bargaining unit, this article of the contract shall be renegotiated.

School Board Grievances

3:20 The School Board and its representatives (including the Superintendent, but excluding any other administrator) shall be entitled to file grievances against the UNION and its representatives involving the interpretation or application of a specific provision of this Agreement. Said grievance shall be submitted in writing to the UNION.

3:21 If said grievances cannot be resolved between the BOARD and the UNION, the BOARD shall be entitled to submit them to arbitration. It shall give the UNION written notice thereof not later than two (2) weeks following the date when it has been determined that the grievance cannot be settled or resolved. If said notice is not given within the required time, the grievance will be considered as waived.

3:22 If the grievance is not received by the UNION within thirty (30) days after the BOARD knows, or should have known, of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.

3:23 Released Time

Any teacher who has filed a grievance in accordance with the provisions of this contract will be granted released time as needed without loss of pay or loss of personal days for attendance at required grievance and/or arbitration hearings. The same privilege shall be granted to one UNION representative who attends said hearing with the teacher.

ARTICLE IV

Salary and Rates of Pay

4:1 Basic Salary Schedule

The salaries and differentials of the members of the Unit defined in Article I are set forth in Appendices A-1 through A-6; B; C; D; and E which are attached to and made part of this Agreement. The agreed upon salary schedules shall be implemented, including payment of all incremental increases, as follows; Schedule A-1 ~~and A-4 Schedules~~ will be implemented September 1, ~~2011~~ 2013 and employees will not be moved any increments; Schedule A-2 ~~and A-5 Schedules~~ will be implemented ~~August 31, 2012~~ on October 1st of the 2014-2015 school year and employees will ~~not~~ be moved ~~any~~ one increments; Schedule A-3 ~~and A-6 Schedules~~ will be implemented on ~~the 90th day~~October 1st of the ~~2012-2013 School Year~~2015-2016 school year and employees will ~~not~~ be moved ~~any~~ one increments.

~~The NTU and the Board will organize a joint study committee commencing January 1, 2009 to explore salary schedules.~~ No employee hired after the ratification of this agreement shall be placed on the salary scale above any employee with equivalent experience who was hired after September 1, 2013.

4:2 Placement on the Salary Schedule

A. Subject to the Superintendent's approval and recommendation:

Teachers, other than school nurses and school psychologists, shall be granted full credit for all prior teaching experience after the receipt of their Bachelor's Degree provided that such experience is current and in the same or an allied field.

School nurses shall be granted full credit for all prior school nursing experience and one-half (1/2) credit (rounded to the nearest whole number) for all other nursing experience related to children of public school age, provided such experience is current. No credit will be given for experience prior to the receipt of a Registered Nurse License.

School psychologists shall be granted full credit for all prior teaching and/or psychologist experience provided that such experience is current and in the same or an allied field.

This clause shall not be applied retroactively in that present service, as determined, shall be deemed as final.

B. Service as a teacher of at least ninety (90) school days within a previous school year is required for the period to count toward a step on the salary schedule.

C. Teachers shall be notified during the first full week of school of their Step on the Salary Schedule and their salary for the current school year.

4:3 Anniversary Date

For purposes of salary payment, members of the defined Unit who have ninety days service under 4:2B will advance a Step on the salary schedule as provided by the terms of this Agreement on the date as determined in Section 4.1 for each year of this Agreement upon the recommendation of the Superintendent of Schools.

4:4 Increments for Advanced Credit

Requests by individual teachers, excluding school nurses, for advanced credit placement shall be granted by the Superintendent upon submission of satisfactory evidence of the completion of all requirements for such credit. Teachers must make requests in writing accompanied by a transcript by September 1 of each school year in order to obtain advanced credit placement commencing with the first workday of that work year and by February 1 of each school year in order to obtain advanced credit placement commencing with the 92nd workday of the current 184 day work year. If an official transcript is unavailable for presentation to the Superintendent by September 1, or in the case of credits to be paid after February 1, by February 1 , an affidavit from the teacher concerned will be considered as evidence of completion until a transcript is received, however, if the transcript is not received within 90 days after advanced credit placement is granted, all increased payments shall stop and the right to increased pay for the credits granted shall be deferred until the next adjustment date after the transcript is received. The BOARD shall have the right to

take all steps allowed by law, including recoupment or set-off of previously paid amounts, to recover overpayments made. Credit shall be given only for courses at an accredited college or university which are allied to the teacher's profession or which are required in connection with an advanced degree program allied to the teacher's profession.

4:5 Method and Time of Salary Payment

Regular teachers shall have the following options for receiving their paychecks:

Option A: Twenty-six (26) equal biweekly installments, starting no later than the second week of the school year.

Option B: Twenty-six (26) equal biweekly installments, starting no later then the second week of the school year, with a final lump sum payment in June of all installments remaining unpaid at the close of the school year.

Option C: Twenty-two (22) equal biweekly installments, starting no later than the second week of the school year.

Each teacher shall be required to choose one of the above options for each succeeding year on June 15, or on the date of hire. The choice made shall be irrevocable for the year of choice. Payroll deduction arrangements to cover summer leave obligations shall be standardized by the District for each group of optionees.

The BOARD shall have the right to fix the day of the week paychecks shall be distributed to coincide with the requirements of the city's payroll processing system. Paychecks shall be distributed to personnel in individual envelopes. The District may institute delivery of direct deposit slips by electronic means, subject to requirements of state law.

If a teacher leaves or dies during the school year, the teacher or the teacher's estate shall be entitled to a prorated share of the teacher's contract salary based on the period of service in days in relation to the number of days schools are in session during the school year, minus the compensation already paid.

4:6 Method And Time Of Payment For Advisors/Coaches

A. Members of the Bargaining Unit who are advisors/coaches for co-curricular and extra-curricular activities which are for less than a full year shall be paid for that activity within at least two teacher pay periods after the activity has been satisfactorily completed.

B. Members of the Bargaining Unit who are advisors/coaches for co-curricular and extra-curricular activities which are for a full year shall be paid one half their annual compensation for that activity on the first payroll following the conclusion of each semester.

Members of the Bargaining Unit who are advisors/coaches for extra-curricular activities may, upon written request, have the option of receiving their pay for each activity in equal installments over twelve (12) teacher payroll periods commencing with the first teacher payroll period of each new school year next following the commencement of each activity, provided that if the twelve (12) teacher payroll periods would end beyond June 30 of each school year, then this option shall not be available. The written request must be received by the Human Resources Office at least two weeks prior to the commencement of each activity for this option to be exercised.

Advisors/Coaches are listed in Appendices D and E.

4:7 Supplemental Injury Benefits

A. A member of the bargaining Unit absent from work as a result of an injury occurring during employment, and who receives weekly worker's compensation benefits shall be paid by the BOARD the difference between the teacher's normal weekly salary (including all benefits) and the amount the teacher receives as weekly worker's compensation benefits.

B. It is intended that no teacher shall receive for each week of absence more than the amount of the teacher's regular weekly salary. Any excess amounts received shall be forthwith returned to the School Board.

C. Absences under this provision shall be charged to the teacher's current and accumulated sick leave on the basis of one-half (1/2) day sick leave deducted for each day of absence.

D. This supplemental benefit shall cease upon the exhaustion of the teacher's sick leave entitlements as described above.

E. The provisions of this section shall not prevent a teacher from electing to waive the supplemental benefit from the District in which instance no sick leave days shall be deducted from the teacher's accumulated sick leave.

4:8 Longevity Payments

Longevity payments shall be made annually in January of each school year for teachers, other than school nurses, in the service of the District as of the first day of that school year, and employed by the District prior to September 1, 2014. Longevity payments shall be computed as of the first day of the school year preceding the payment date according to the following schedule:

At the beginning of fifteen (15) but less than twenty (20) years of service with the District as of September 1, $281
At the beginning of twenty (20) but less than twenty-five (25) years of service with the District as of September 1, $1,294
At the beginning of twenty-five (25) or more years of service with the District as of September 1, $1,688

Longevity payments for school nurses shall be computed as of the first day of the school year preceding the payment date at eighty percent (80%) of the applicable teacher longevity payment indicated above.

In the event a teacher leaves the employ of the District after the first day of the school year but before the January payment date, the longevity payment due for that school year will be paid with the final salary payment.

4:9 Severance Pay

A. Upon the retirement or death of a bargaining unit member in the employee of the District who has at least ten years seniority in the District, the BOARD shall pay to that employee, or the employee's estate in the case of death 1/184 of the step (of the column) on which the teacher is paid for each day of the employee's accumulated sick leave then remaining to a maximum of 100 days. Effective with employees retiring after July 1, 2015, severance payments will be further limited to no more than forty percent (40%) of the employee's latest annual base salary.

~~A.~~ To be eligible for the severance benefit, the employee must deliver to the Superintendent's office not later than February 1 a binding letter of retirement for the end of that contract year. The Superintendent, under extenuating circumstances, may accept a letter of retirement after February 1 without loss of severance benefits.

For the purpose of the preceding ~~sentence~~paragraphs, retirement shall be defined as and limited to only those employees who are actually receiving retirement benefits under the provisions of the New Hampshire State Retirement System.

B. Upon either the resignation of a bargaining unit member, or the retirement of a bargaining unit member who has not not met the requirements for receiving severance pay as required in article 4:9 (A), and who is employed with at least ten years seniority in the District, the BOARD shall

pay to that teacher the prevailing per diem substitute teacher rate of pay or $50 whichever is more for each day of the employee's accumulated sick leave then remaining to a maximum of 121 days.

C. Upon the layoff of a bargaining unit member in the employ of the District at the time of layoff, the BOARD shall pay to that employee the prevailing per diem substitute teacher rate of pay or $50 whichever is more for each day of the employee's accumulated sick leave then remaining to a maximum of 121 days. Any employee who receives severance pay upon leave the employ of he District as a result of being laid-off, shall, in the event of rehire have the option of repaying to the District all severance leave on the date of rehire

D. Severance pay for Title I and part-time teachers and part-time school nurses shall be prorated based upon the average number of hours per week they worked in the previous three years divided by the number of work hours for a full-time teacher on their grade level (i.e., elementary or secondary).

ARTICLE V

Supplemental Benefits

5:1 Worker's Compensation and Pension

Teachers shall be covered by the provisions of the New Hampshire Workers' Compensation Act and the New Hampshire Retirement System.

5:2 Tax-sheltered Annuity

The Board of Education agrees to continue to allow teachers to take advantage of the Federal Law concerning tax-sheltered annuities.

5:3 Health Insurance

~~Prior to the adoption of the plan changes identified below the Board shall provide upon the request of a member of the bargaining unit, the benefits of an individual, two-person or family coverage under one of the following plans offered by the City, if available, or a plan providing equivalent benefits, if the following plan(s) are not available:~~

~~(a) Blue Cross/Blue Shield Plan JWM, together with Blue Cross/Blue Shield $1,000,000 Major Medical Plan;~~
~~(b) Blue Choice New England Point-of-Service Plan or the Harvard Pilgim Point-of-Service Plan; or~~
~~(c) A choice of HMO Blue or Harvard Pilgrim Health Care.~~

~~Upon the adoption of the plan changes identified below, the~~The Board shall provide upon the request of a member of the bargaining unit the benefits of an individual, two-person or family coverage under one of the following plans offered by the City, if available, or a plan providing comparable benefits, if the following plan(s) are not available:

(a) Point-of-Service Plan
(b) HMO Plan; or
(c) The Board may make additional plans available to members with benefit levels and premium cost sharing determined by the Board in its sole discretion.

For the duration of this Agreement, either party to the Agreement may request that a joint labor/management committee be convened to consider the performance of the aforementioned plans and any changes thereto.

Any member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of an HMO or Point-of-Service Plan service area may change plans within a specified period after such move to the extent permitted by the plans.

The group health insurance of any member of the bargaining unit 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 member terminates employment with the District except that the group health insurance of members of the bargaining unit terminating their employment with the District at the conclusion of the school year shall expire on September 30 unless the member elects to terminate such insurance sooner.

~~Effective September 1, 2011, for~~For eligible members~~,~~ the Board shall contribute 70% of the premium for option (a) and 80% of the premium for option (b).

~~In the event a majority of the collective bargaining unit employees in the City and School District covered by agreements entered into on or after July 1, 2011 are subject to lower employee contribution rates than those contained in this agreement, those lower employee contribution rates shall apply to members of this bargaining unit within thirty (30) days of the effective date of those new agreements, but shall not be retroactive to July 1, 2011.~~

The BOARD's contribution for part-time teachers and part-time nurses shall be based on the ratio of hours such employees are required to work to the number of hours full-time teachers at their grade level (elementary or secondary) are required to work. In addition such teachers shall be required to pay the difference between 100% and the above Board contribution rates towards the cost of the health insurance premiums for the plan such teachers select.

Title I teachers may purchase health insurance at group rates at their own expense.

~~Office visit charges shall be $5. Effective September 1, 2008, office visit charges shall be $10 a visit. Emergency room visits shall be $25, $50 effective September 1, 2008. All emergency visit charges shall be waived if the employee is admitted to the hospital immediately after the emergency room visit.~~

~~Prescription drug co-pays shall be as follows:~~

~~Blue Choice New England Point of Service Plan/HMO Blue~~

~~In-Pharmacy~~

	~~Brand~~	~~Generic~~
~~July 1, 2006 – June 30 2007:~~	~~$15~~	~~$5~~
~~Effective September 1 , 2008~~	~~$30~~	~~$10~~

~~Mail-Order (90 Day Supply)~~

~~July 1, 2006 – June 30, 2007~~	~~$5~~	~~$5~~
~~Effective September 1, 2008~~	~~$10~~	~~$10~~

~~Harvard Pilgrim Health Care~~

~~In-Pharmacy~~

	~~Brand (Select)~~	~~Brand/ Non-Select~~	~~Generic~~
~~July 1, 2006 – June 30 2007:~~	~~$10~~	~~$25~~	~~$5~~
~~Effective September 1, 2008~~	~~$15~~	~~$35~~	~~$5~~

~~Mail Order (90 Day Supply~~

~~July 1, 2006 – June 30 2007:~~	~~$20~~	~~$75~~	~~$10~~
~~Effective September 1, 2008~~	~~$30~~	~~$105~~	~~$10~~

~~Implementation Terms for Increased Co-pays and Deductibles:~~

~~Effective September 1, 2012, all~~All plans offered by the City 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 (waived if admitted);

(c) Two Hundred Fifty Dollars ($250.00) Per Person, Five Hundred Dollars ($500.00) Per 2 Person/Family Inpatient/Outpatient Facility Deductible; and

(d) Three Tier Pharmacy Benefit of $5/$15/$35 ($5/$30/$70 Mail Order).

~~Employees will pay those increased co-pays and deductibles before September 1, 2012 if more than half of all city bargaining unit members in the City of Nashua and the Nashua School District have agreed to implement those co-pays and deductibles.~~

Teachers retiring after June 30, 1991 who have 20 or more years service with the Nashua School District and who are actually receiving retirement benefits under the provisions of the New Hampshire Retirement System will have a portion of their health insurance premiums paid for a single plan according to the following: The Board shall pay 20% of the premium plus 3.0% of the premium for each year in excess of 20 years of service to a maximum of 30 years (maximum contribution, 50%). Such contributions will cease when the retiree is eligible for Medicare coverage.

5:4 Life Insurance

The BOARD shall provide full payment of the cost of a term group life insurance policy equal to 100% of the teacher's base salary, rounded to the nearest thousand.

5:5 Dental Coverage

A. The District will pay the dental insurance carrier directly for the dental insurance benefits as they existed on August 31, 2006. Such payment shall be equal to one hundred percent of the cost on 1-person, 2-person and family coverage. The dental insurance carrier shall provide the District with a monthly invoice of such premium costs. The District will pay the premium within twenty days of receipt of the invoice.
The administration of, and the contracting of any services required by any plan or program is the sole responsibility of and is to be performed solely by the UNION, and all benefits are to be available to unit members except as indicated in Article I. By September 1 of each year, the UNION shall submit an annual accounting to the BOARD of the expenditures of the funds allocated for the fiscal year ending June 30. The report will be submitted in a format provided by the District. Should there be a dispute between an employee and the UNION and/or the District and/or the BOARD, its agents, servants and employees relating to the dental coverage, the UNION agrees to indemnify and hold the District and/or the BOARD, its agents, servants and employees harmless in any such dispute.

The UNION agrees to track dental claims and exert its best efforts to hold premium costs to a minimum. The District and the UNION shall jointly negotiate the premiums with the carrier(s) on an annual basis.

The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Dental Fund as contained in the Collective Bargaining Agreement between the parties will be audited. The Nashua Board of Education will bear all costs of the audit and will select the auditor.

B. Effective September 1, 2015 the above section 5:5 (A) shall become null and void, and the Board shall become directly responsible for negotiating, contracting and providing dental insurance to teachers and retirees at no premium cost for a 1-person, 2-person or family plan, based on the plan the employee is eligible for and selects. The plan will have the following benefits:

Coverage for children up to age 26, with the exception of orthodontia, which is covered for children up to age 19

COVERAGE A	100%
COVERAGE B	85%
COVERAGE C	70%

Deductible per Contract Year: $0

Maximum coverage per Person per Contract Year: $2,000

Coverage D – Orthodontics 50%
Lifetime Maximum per Patient $2000

~~The District will also reimburse the UNION on a monthly basis for the District's share of the retiree health insurance premiums, as described in the sidebar agreement of December 19, 1988. The District will reimburse the UNION for the UNION's share of retiree health insurance premiums to the extent that share was paid out of the dental fund in accordance with the sidebar agreement of December 19, 1988.~~

~~B.~~C. ~~Voluntary deductions payable to the Nashua Teachers' Union for the purpose of insurance shall be deducted from the salary of each teacher who files an authorization in the form set forth in Appendix G of this Agreement. Such authorization shall remain in full force and effect while the teacher is employed by the Nashua School District, or until revoked in writing or modified through the issuance of another authorization between September 1 and September 15 of any given year.~~

C. The Nashua Board of Education will not object to the Union President, at the President's expense, maintaining enrollment in the dental program. The maintenance of such enrollment is contingent on the permission of the insurance carrier. The Nashua Board of Education shall have no liability for said enrollment or lack thereof.

5:6 Continuation of Insurance

Upon agreement by the respective insurance carriers, any teacher who is on authorized unpaid leave may be permitted to continue health and life insurance benefits provided by this contract at the teacher's sole expense, on condition that the teacher remits the full monthly insurance premium by check payable to the respective insurance carriers, to the District Human Resources Office no later than the 15th day of the month preceding the month the premium is due. In the event the teacher fails to remit the premiums due, the benefits provided by this Article 5:6 shall terminate immediately without further notice to the teacher and the teacher may not be reenrolled in the group insurance plan for which the premiums were being paid until the teacher returns to active service.

5:7 Mileage Allowance

Teachers who are authorized by the appropriate Assistant Superintendent or designee to use private automobiles for school business shall be reimbursed at the IRS rate. Such travel shall be approved in advance.

5:8 Course Tuition Reimbursement

A. A teacher who is enrolled in a subject related advanced degree program at an accredited college or university, providing that said teacher has received the prior written approval of the Superintendent for enrollment in that advanced degree program, shall be reimbursed for 80% of the cost of tuition.

B. A teacher who is enrolled in a course at an accredited college or university, which course is allied to the teacher's profession or which is required in connection with an advanced degree program allied to the teacher's profession, shall also be subject to the same reimbursement as above, providing said teacher has the prior written approval of the Superintendent for enrollment in said course.

C. The tuition reimbursements set forth in Sections A, B, E and F of this Article 5:8 shall not exceed a total for all teachers of $225,000.

D. In the event that a teacher is unable to enroll in the intended course and wishes to enroll in another course, the teacher shall notify the Superintendent in writing. The Superintendent will have ten (10) school days from the date the notice is received in the Superintendent's office to review the grant of approval for reimbursement. If no action is taken by the Superintendent within ten (10) school days of the receipt of notification the course shall be reimbursed as above.

E. A teacher who is enrolled in courses required for the teacher's certification in a critical shortage area as determined by the District in its sole discretion shall be reimbursed for 80% of the cost of tuition. The same rate of reimbursement will be paid to teachers currently teaching in the critical shortage area in the District, and who enroll in courses which in the District's sole discretion will enable such teachers to become better qualified to teach in the critical shortage area in which they currently are teaching. Said teachers must receive the prior written approval of the Superintendent for enrollment in said courses to be eligible for reimbursement. For teachers seeking certification in a critical shortage area, the benefits contained under this Article 5:8E shall terminate upon certification, or after three years from the date of initial enrollment whichever occurs first. For teachers currently teaching in the critical shortage area who enroll in courses to become better qualified, the benefits contained in this Article 5:8E shall terminate at the conclusion of the course(s) for which benefits are granted.

F. A teacher who is laid off and who enrolls in a program or course for the purpose of retraining, provided said teacher has received the prior written approval of the Superintendent for enrollment in said program or course, shall be reimbursed for 80% of the cost of tuition. A teacher who is laid off and who enrolls in courses required for the teacher's certification in a critical shortage area as determined by the District in its sole discretion shall be reimbursed for 80% of the cost of tuition. Said teacher must receive the prior written approval of the Superintendent for enrollment in said courses to be eligible for reimbursement. A teacher's entitlement to the benefits contained in this Article 5:8F shall commence at the conclusion of the school year during which the teacher is notified of his/her layoff for the ensuing school year and shall remain valid until the expiration of a two-year period thereafter, or until the teacher accepts a full-time position within or outside the District regardless of its nature, or upon certification, whichever occurs first.

G. Tuition reimbursement for Title I and part-time teachers shall be prorated according the following: The applicable tuition rate times the teacher's regularly scheduled work day/work year divided by the scheduled work day/work year of a full-time teacher on their grade level (i.e., elementary or secondary).

H. Due to changes in the Massachusetts State University System's billing procedures which breaks down what had been previously designated as tuition into tuition and certain other fees, the parties

mutually agree that for the purpose of determining "tuition" as contained in this article, "tuition" for Massachusetts State University System schools will be deemed to include 1) what is specifically identified as tuition and 2) what is variously identified as "college fee", "operating fee", "academic/curriculum fee", "local tuition fee ", "college service fee", "general college fee", "general purpose fee", "educational services fee", "general education fee", "one fee concept", "emergency fee", "general fee", "campus support fee", "all college fee", or "merged fees".

5.9 Disability Insurance

The District shall make available long-term disability insurance to teachers who may purchase at their own expense.

ARTICLE VI

Leaves of Absence

6:1 Sick Leave

A. Members of the bargaining unit shall be granted an annual sick leave of eleven (11) days without loss of pay for absence caused by illness or accident of the teacher or the teacher's children who reside with the teacher. Such leave not used in the year of service shall be accumulated for use in subsequent years up to a total accumulation of 154 days plus the days due in the current year.

In case of illness or accident of the spouse or parent of the teacher necessitating the teacher's absence from work, the teacher's building principal, or Director of Special Education in the case of school psychologists, or designee may grant absence from work with sick pay up to the amount of annual and accumulated sick leave to which the teacher is entitled.

The Board agrees that a teacher shall be notified at the beginning of each school year of the number of sick days the teacher has accumulated.

B. A current statement from a physician or other appropriate medical evidence certifying the incapacitating nature of the illness or accident may be required if the absence extends beyond five (5) consecutive school days. If requested in writing, the notification shall be accompanied by a physician's statement estimating the length of the period of disability. Such estimated period of disability may be revised by submission of an updated physician's statement.

C. A teacher whose illness may reasonably be expected to extend for the duration of one or more semesters must notify the Superintendent in writing as soon as the estimated duration of the absence is reasonably known. The notification shall be accompanied by a physician's statement stating the estimated period of physical disability. Such estimated period of disability may be revised by submission of an updated physician's statement.

D. Sick leave days for teachers hired or returning from leave after the beginning of the school year shall be prorated in the ratio the number of remaining teacher work days is to 184 days. Leave days for Title I and part-time teachers shall be prorated in the ratio their regularly scheduled work day/work year is to the scheduled work day/work year of a full-time teacher. Deductions for absences will be made in the ratio the regularly scheduled work day for the Title I or part-time teacher is to the scheduled work day of a full-time teacher.

6:2 Sick Leave Bank

Any member of the bargaining unit who elects to participate in the Sick Leave Bank must contribute one day of the member's sick leave days to the Sick Leave Bank in order to qualify for membership. Such contributions must be made within 30 calendar days of the date the person begins employment or within 30 calendar days of a call for replenishment of the bank as provided in this Article 6:2.

Whenever the number of days in the Sick Leave Bank on the first day of a new semester is less than one (1) times the number of members of the bargaining unit, the Committee shall notify all teachers within 10 calendar days. Any member of the bargaining unit who elects to continue participation in the Sick Leave Bank must contribute an additional day of the member's sick leave to the Sick Leave Bank within 30 calendar days from the date of notice. Teachers who are drawing days from the Sick Leave Bank at the time a call is made for replenishment of the bank will be continued as members of the bank. Teachers who have exhausted their current and accumulated sick leave at the time a call is made for replenishment of the bank will be continued as members of the bank provided they agree to contribute a day to the bank on the first day of the new school year next following. Teachers returning from authorized leave during the 30-day interval between the time a call is made for replenishment of the bank and the deadline for making a contribution will have 30 calendar days from the date their employment resumes to contribute to the bank. New hires and teachers returning from leave will be informed of the Sick Leave Bank by the Human Resources Office at the time of their orientation interview provided, however, that it shall be the responsibility of the teacher to report to the Human Resources Office for such orientation interview. Teachers who elect not to continue their membership in the bank may rejoin the bank by contributing one day of their accumulated sick leave to the bank within 30 calendar days of a call for replenishment of the bank as provided in this Article 6:2.

Contributing members may apply for withdrawal from the Sick Leave Bank for reasons of prolonged or continuing illness or incapacitating accident of the contributing member in accordance with the Sick Leave Bank rules. Sick Leave Bank withdrawals will begin upon depletion of accumulated sick leave.

The operation of the bank and withdrawals therefrom shall be carried out by a Committee of two (2) teachers selected by the UNION and one administrator selected by the Superintendent which shall furnish written records of deposits and withdrawals to the Superintendent. The Committee shall establish its rules and regulations and may require substantiating medical documents, and in all cases the decision(s) rendered by the Committee shall be final and binding. The total number of accumulative days in the bank shall not exceed two times the number of members of the bargaining unit.

6:3 Personal Leave

A. Teachers shall be granted a leave of absence with full pay, by the principal or his/her designee, for the following reasons up to a maximum of three (3) days in any contract year:

1. Marriage of the teacher's mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or child(ren).

2. Graduation exercise of the employee, the employee's spouse, or the employee's children.

3. Required appearance in court.

4. Observance of a nationally recognized religious holiday of the religion practiced by the teacher.

5. Personal business that cannot be accomplished outside of the school day. Personal Leave Days are not to be used for shopping, leisure activities or recreation. If the School District believes that a teacher has used a Personal Leave Day for shopping, leisure activities or recreation, the School District may seek resolution of the disputed day through the Personal Leave Committee. The Personal Leave Committee shall consist of two (2) members of the Nashua Teachers' Union and two (2) members from the Administration.

B. All leaves of absence referred to in Article 6:3 are subject to the following conditions:

1. Except in emergency situations, at least 72 hours' verbal notice shall be given in requesting a personal day through the principal or his/her designee. Lacking such notice, the absence will be considered unauthorized and the teacher's pay will be deducted at a daily rate of 1/184th of the annual salary or at the per diem rate applicable to that teacher

who has a regular work schedule of less than 183 days. The Board reserves the right to establish a written process for documenting the approval and use of personal leave in compliance with federal and state statutes.

2. The principal, or his/her designee may, if necessary and for valid reason, withhold approval of requests for personal leave in which case his/her position shall be given in writing to the individual concerned.

3. Teachers requesting a personal day immediately preceding or following a holiday or vacation period must provide the principal, or his/her designee, with the specific reason the personal day is being requested. No paid personal days will be granted for the aforementioned days for the purpose of extending the holiday or vacation period, or if the reason for which the day is requested could be scheduled on another day. An unpaid personal day may be granted subject to the provisions of section "2" above.

C. Personal Leave Days which are not used in any contract year will be added to the teachers accumulated sick leave balance as provided for in Section 6:1A of this Article.

6:4 Leave for Conference, Conventions, etc.

Teachers shall be encouraged to attend educational conferences and upon the recommendation of the Superintendent and in accordance with existing BOARD policy may be given released time for such purposes.

6:5 Visiting Days

Teachers may be permitted to visit in other classrooms of the City of Nashua or other cities and towns to observe teaching techniques and inspect teaching materials. Permission for such activity shall be granted only after submission of pertinent data, which includes the number of days required, and upon recommendation of the Superintendent of Schools.

6:6 Organized Reserve Forces

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted leave of absence during the time of the person's annual tour of duty as a member of such reserve component; provided however, that such leave shall not exceed fifteen (15) days. Individuals serving under this provision shall receive the difference between their military pay and that which they would have earned had they not been called to service. This provision shall not apply to any teacher who has a tour of duty scheduled during the school year and who could postpone said tour of duty until the summer, but who instead chose to serve said tour of duty during the school year.

6:7 Military Service

Each teacher shall be granted a leave of absence for military service, without pay, for the duration of compulsory service. A teacher granted such a leave shall, upon return, receive active service credit and appropriate annual salary, including increases granted during the period of military service.

6:8 Selective Service Tests

Each teacher shall be granted regular salary, without loss of pay, when required to be in attendance for a usual and customary selective service examination, physical examination, or other tests required by the United States Government.

6:9 Bereavement Leaves

A. Teachers shall be entitled to up to three (3) days bereavement leave per occurrence with pay in any school year for absence due to the death of a member of the immediate family of the teacher.

"Immediate family" shall include: mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, like step-relations and partners.

B. Teachers shall be entitled to up to seven (7) days bereavement leave with pay for absence due to each death of their spouse or child(ren).

C. Teachers shall be entitled to up to three (3) days total bereavement leave with pay in any school year for absence due to the death of a close relative of the teacher. "Close relative" shall include: aunt, uncle, niece, nephew, in-laws not included under (A) and close friends, provided the close friend lives in the teacher's home.

D. Permission to attend the funeral services may be granted to at least one teacher from the District in the case of death of a teacher retired from the District.

6:10 Extended Leaves

A. Any teacher under a continuing contract, or a school psychologist or school nurse who has completed three years of service in the District, may apply for an unpaid extended leave of absence for any of the following reasons:

1. Professional activities associated with an agency of government, inclusive of elective office.
2. To accept a position as an officer of the teacher's State or National Union.
3. Peace Corps.
4. Vista Program.
5. National Teachers Groups.
6. Graduate Study.
7. Job related travel.
8. Extended illness of the teacher's mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, spouse, child(ren), or a close relative residing in the teacher's home. "Close relative" is defined in Article 6:9C above.
9. Personal reasons.

B. Any teacher may apply for an unpaid extended leave for his/her own extended illness.

C. Consideration of Leave Requests

1. Requests for unpaid extended leaves of absence for the reasons stated under 6:10 A and B must be submitted at least ninety (90) calendar days prior to the effective date of the requested initial leave and at least sixty (60) calendar days prior to the effective date of a requested extension of a leave, except in the event of unforeseen circumstances, for the requests to be considered.
2. The BOARD, at its discretion, may grant an extended leave for the reasons stated under 6:10 A and B for a period of up to two years. No leaves of absence will be granted for the purpose of accepting employment outside the Nashua School District or for self employment.

D. Any teacher may apply for an unpaid extended leave of absence for purposes of rearing the teacher's natural or legally adopted child. An extension of such a leave for up to one year may be granted provided that the teacher submits a request for such an extension at least sixty (60) calendar days prior to the effective date of the requested extension. Such a leave or extension of a leave is limited to the child's first two years of life.

E. All leaves granted under this Article 6:10 shall terminate ~~on the first teacher work day of a new school semester or the first teacher work day of the second quarter~~at a transition point in the school year for a specific grade level, such as at the end of a school vacation at the elementary level, or at the end of a trimester or semester at the secondary level.

F. A teacher who returns from leave granted under this Article 6:10 on the date authorized by the BOARD under Section E above shall be assigned to a position for which the teacher is qualified

and certified. Where practicable, and if so requested by the teacher, the Superintendent will assign the teacher returning from leave on the date so authorized to the same position held prior to the leave.

G. With one month's written notice to the Superintendent and for cause, a teacher on leave granted under this Article 6:10 may indicate an interest in returning to active service on a date earlier than the one originally authorized by the BOARD under Section E above. Such a teacher may be granted a position for which the teacher is qualified and which is available by reason of its not being filled by Board action as of the date the one month's notice has been received by the Superintendent. A teacher who elects to take a position under this Section G shall have no further rights to that position after the conclusion of the period for which the position is vacant. A teacher who elects to take a position under this Section G shall be entitled to the rights granted under Section F as of the date of return from leave authorized by the BOARD under Section E.

6:11 Sabbatical Leave

A. A teacher shall, conditional only on the operational requirements of the District and the numerical limit provided below, be granted, "Sabbatical Leave" under the following conditions:

1. The teacher must have completed six (6) years continuous service as a teacher in the District since the last sabbatical leave.

2. The teacher shall be paid at the rate of 75% of annual salary prorated for the period of the leave whether it be for a full year or one half year.

3. Requests for sabbatical leave must be received by the Superintendent in writing on forms designated by the BOARD no later than January 1 and action must be taken on all such requests no later than the third week in March of the school year preceding the school year for which the sabbatical leave is requested.

4. The teacher must be enrolled in an accredited college or university and be engaged in a formal program leading to an advanced degree leading to a specialization which is needed by the District.

5. Requests for sabbatical leave on a basis other than the criteria established above shall be given consideration and nothing contained herein shall prohibit the BOARD from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the District. Upon the recommendation of the Superintendent and the approval of the BOARD, such leave shall be granted.

6. Upon return from sabbatical leave, a teacher shall receive active service credit and appropriate annual salary, including increases granted during the period of sabbatical leave.

7. Any teacher granted a sabbatical leave of absence must agree in writing to continue working for the District for at least two (2) years following the sabbatical leave.

8. A report or summary of the sabbatical leave shall be submitted to the Superintendent of Schools and the BOARD upon the completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the BOARD and the administration, shall be furnished by the individual during the leave period.

9. The number of leaves granted under this Article shall not exceed 1% of the number of teachers eligible for sabbatical leave. In the event a request for sabbatical leave is denied, the Superintendent shall, within fifteen (15) days of the denial of the request, give a written explanation of the reasons for the denial to the teachers_ involved.

B. A teacher may be granted sabbatical leave to pursue enrollment in courses as specified under 5:8D subject to the remaining provisions of Section A.9 above. This benefit is limited to a total of two (2) teachers per contract year, in addition to the allotment of sabbatical leaves provided under Article 6:11A of the sabbatical leave provision, and shall be provided to current employees only. In the event the number of leaves taken under Article 6:11A above is less than the number of sabbatical leaves for which the unit is eligible, the number of sabbatical leaves for which the unit is eligible under this Article 6:11B shall be increased by the number of leaves under Article 6:11A for which the unit is eligible less the number of sabbatical leaves taken under Section 6:11A.

6:12 Court Appearances

A teacher who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted the difference between the fee received for such service, excluding court reimbursement for mileage, meals and lodging, and the amount of earnings lost by reason of such service. Satisfactory evidence of the fee received exclusive of mileage, meals and lodging reimbursement, must be submitted to the Payroll Office for the differential to be granted. Any teacher asked by the District to testify in any judicial proceeding shall be granted released time without loss of pay or benefits.

ARTICLE VII
Employment Status

7:1 Notification of Reemployment

Teachers will receive notification of the intent of the BOARD to re-employ them by letter, no later than the date established by state statute, and teachers _will indicate their intention to return, subject to the conditions of the master agreement no later than fifteen (15) days immediately following the notification date referred to above.

A teacher will make a good faith effort to give the District Human Resources Office at least forty-five days written notice if the teacher intends not to resume the teacher's position with the District for the beginning of any school year.

7:2 Notification of Assignment

A. The administration shall notify teachers of their tentative assignments, including subject area, grade level, where applicable, and the name of the course(s) for the coming school year, not later than May 25 of each year.

B. Information regarding academic level of classes shall be available by August 1 from building principals at the school building. Where possible materials shall also be made available at the school building upon request by the teacher.

C. All tentative assignments in this article are subject to revision by the Superintendent as educational and budget needs dictate.

7:3 Certification

~~Teachers, excluding school nurses, shall be assigned to teach within the scope of a valid certificate issued by the State Department of Education.~~

A. School nurses and speech pathologists must meet their occupational professional licensing and/or certification requirements.

B. All other teachers shall meet federal, state and NH Board of Education requirements and regulations for their positions, and be assigned to teach within the scope of a valid certificate issued by the State Department of Education,

7:4 Staff Development

A. ~~Teachers, excluding school nurses, who hold a valid Professional Certificate issued by the New Hampshire State Board of Education will be required to complete 50 clock hours of staff development activities as approved by the District Staff Development Committee each five years. This provision shall be subject to the approval of the State Board of Education. In the event approval is not granted, holders of Professional Certificates shall be required to meet the requirements of the Nashua School District Master Plan for Staff Development.~~School nurses, by virtue of their registered nurse licensing requirements shall be exempt from staff development under the Master Plan for Staff Development.

B. All other teachers, excluding school nurses, ~~other than those holding a valid Professional Certificate~~ shall be required to meet the requirements of the Nashua School District Master Plan For Staff Development.

C. The membership of the Professional Development Master Plan Committee shall include an equal number of teachers appointed by the Nashua Teachers' Union and representatives appointed by the Superintendent of Schools. The Superintendent's appointments may include administrators, teachers, a parent/community member(s), a para-educator(s), and/or a member of the Nashua Board of Education.

7:5 Evaluation of Teachers

A. All observations by a supervisor of the work performance of a teacher in a classroom shall be made openly.

B. When a supervisor enters a classroom of a teacher engaged in teaching it will be assumed the teacher is being observed for purposes which may include evaluation.

C. When a supervisor makes and signs a written evaluation of a teacher it will be shown to the teacher, who will acknowledge receipt thereof in writing; this shall not necessarily be interpreted to indicate the teacher's assent; if the teacher disagrees with all or any part of the evaluation the teacher may file written comments in the teacher's personnel file. There shall be no obligation to respond to the teacher's comments and a non-response shall not be interpreted to indicate agreement with the teacher's comments.

D. All evaluations will be in accordance with the evaluation forms and procedures adopted ~~by the BOARD or the Superintendent~~in the Master Plan prior to the start of a school year.

7:6 Teacher Personnel Files

A. Each teacher shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in the teacher's personnel file with reference to evaluation of the teacher's performance in such school district.

B. The BOARD shall provide to each teacher copies of the records and reports described above.

C. In the event that the BOARD removes from the teacher's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed.

D. Upon 24 hours' notice each teacher shall have the right to review and reproduce material in the teacher's personal file.

E. The teacher shall have the right to answer any material filed, and the teacher's answer shall be reviewed by the Superintendent and the answer shall be attached to the file copy.

F. Reproductions of such material may be made by hand, or copying machine if available.

G. Any item contained in a teacher's file to which a teacher has not been given access shall not be utilized in any legal proceeding against the teacher.

H. A teacher shall be given upon request a receipt for all transcripts, medical forms and all other material submitted to the District.

7:7 Seniority

A. The term seniority for the purposes of layoff and transfer shall mean accrued time in service as defined in article 2:8 in a designated area as set forth in Appendix H which occupies the greatest proportion of the teacher's regular work schedule.

B. The term seniority for the purposes of longevity and recall shall mean accrued time in service as defined in Article 2:8 in the District.

C. All teachers in the employ of the District as of September 1, 1980 will receive credit for all seniority accrued prior to that date, regardless of any interruption in service occurring prior to that date.

D. All accruals of time in service subsequent to September 1, 1980 shall be based on the following:

1. In the event of authorized unpaid leave or suspension the teacher shall retain such seniority as was accrued on the date of the authorized unpaid leave or suspension but shall commence further accrual only upon return and shall not accrue seniority during such leave or suspension period.

2. In the event of layoff the teacher shall retain such seniority as was accrued on the date of layoff but shall commence further accrual only upon return and shall not accrue seniority during such layoff. If the teacher exhausts his/her recall rights, the teacher shall lose all accrued seniority. Unit members who transfer out of the unit into another District position shall lose all accrued seniority after two years in such position.

3. In all cases of permanent termination of employment with the District, the teacher shall lose all accrued seniority.

E. For the purpose of accruing seniority, the percentage of the teacher's regular work schedule in relation to the work year of a full-time teacher will determine the yearly credit or proportion thereof.

In the case of Title I and Part-time teachers, the ratio of the teacher's total annual duty time to the total annual duty time of a full-time teacher will determine the yearly credit or proportion thereof.

F. Continuing Substitutes do not accrue seniority except that a Continuing Substitute who teaches one or more semesters in a designated area and who is then appointed with no break in service following a continuing substitute assignment to a full-time position in the same designated area shall retain all time in service as a continuing substitute for purposes of determining seniority.

G. Should two or more teachers be equal in terms of seniority as defined for layoff, seniority as defined for recall shall prevail in determining seniority. In the event two or more teachers are equal in terms of both definitions of seniority, the date of BOARD action on the hiring of the teachers shall prevail in determining seniority. If all of the aforementioned are equal, seniority shall be determined by social security number, with the teacher with the lowest last three numbers, having the least seniority.

7:8 Reduction in Staff

The provisions of this Article 7:8 shall apply only on occasions when the total number of permanent positions in a designated area is reduced. On those occasions when there is such a reduction in the total number of permanent positions, the following procedures will be used:

A. Staff reductions will first be accomplished through attrition of staff.

B. Teachers who ~~have not taught for three or more years in~~are not on a continuing contract with the District will be terminated prior to teachers who ~~have taught for three or more years~~are on a continuing contract with the District.

C. Should staff reductions extend to teachers who ~~have taught for three or more years in~~are on a continuing contract with the District, all teachers who are currently teaching in the designated area being reduced, excluding Part-time, Title I and Continuing Substitute teachers and seniority of teachers shall be considered in reaching a decision.

The teacher with the least seniority shall be laid off first unless a more senior teacher's level of performance, in ascending order of seniority, is significantly inferior to the junior teacher. The first more senior teacher whose level of performance is determined to be significantly inferior to that of the least senior teacher shall be the teacher laid off. If more than one teacher is to be laid off in a designated area, the District shall first compare in ascending order of seniority, the least senior teacher with the more senior teachers. Once a determination is made with respect to that teacher, the next most junior teacher shall be compared to the remaining more senior teachers in ascending order of seniority. This process shall continue until all teachers who are to be laid off are determined.

In instances where a more senior teacher is significantly less qualified solely because of the teacher's experience and training related to the remaining available positions in the designated area, the District shall make a good faith effort to reassign teachers in said designated area being reduced in accordance with the teacher's qualifications so that the senior teachers may be retained. In reassigning teachers in order to insure, as much as possible, that a junior teacher(s) does not displace a senior teacher(s) the District shall reassign teachers in such a manner that if it is necessary for the junior teacher(s) to displace a senior teacher(s), as much as possible, the more senior teacher(s) is retained.

If after such reassignments the junior teacher(s) is still significantly more qualified than a senior teacher, the senior teacher may be laid off first. Qualifications shall be determined by experience and training related to the remaining available positions in the designated area.

D. Part-time teachers shall be placed in a pool for the purpose of layoffs in part-time positions. The same procedure as that contained in Section C above shall be followed.

E. Title I teachers shall be placed in a pool for the purpose of layoffs in Title I positions. The same procedure as that contained in Section C above shall be followed.

F. Should a teacher who has seniority in more than one designated area be laid off in a given designated area, that teacher shall be considered in the pool of teachers in the alternate designated area(s) for the purpose of reduction in staff under the same provisions as contained in Article 7:8C.

G. A teacher employed in a position that does not require a specific certification area or designated area in Appendix H, will be considered to be in the designated area in which the teacher holds certification (last taught). The teacher will accrue seniority in both his/her current position and in his/her area of certification.

7:9 Recall

Laid-off teachers shall be placed on one of the three separate recall lists, one for teachers including contract and Federally-funded Special Education teachers, one for Title I teachers, and one for Part-Time teachers. Recall rights will be implemented for each category separately. The teacher with the greatest seniority shall be recalled first for a position for which the teacher is both qualified and certified, and which falls in the recall pool category in which the teacher is placed. Teachers including Contract and Federally Funded Special Education teachers also shall have recall rights within the Part-Time teacher pool if the teacher so chooses and if there are no Part-Time teachers in the pool. However, a teacher including a contract or Federally Funded Special Education teacher electing recall to a part-time position shall lose all recall rights in the teacher including contract and Federally Funded Special Education recall pool until the conclusion of the school year in which they assume the position or until the position is discontinued, whichever occurs first. Laid-off teachers shall be retained on a recall list for three years, exclusive of any time spent filling a temporary vacancy, or, in the case of a teacher including a contract or Federally Funded Special Education teacher, a part-time position. A teacher who is on a recall list shall be entitled to take a temporary position for which the teacher is qualified and certified and which falls within the recall pool category in which the teacher is placed, provided that if a teacher elects to take a temporary position, the teacher shall be obliged to fulfill the term of service called for by the temporary vacancy, and shall be returned to the recall list only after completion of that service.

Any teacher who accepts any permanent position with the District, or who is offered a permanent position with the District for which the teacher is certified and qualified and who refuses the offer, shall be taken off the recall list, except that if a Part-Time teacher is offered a permanent position of lesser hours than the teacher normally worked at the time of layoff and refuses the position, the teacher shall retain the recall rights contained in this section.

Notice of recall shall be made in writing by certified mail return receipt requested to the last address which has been placed on file by the employee in the Human Resources Office. A simultaneous notice of recall shall be provided the UNION.

A teacher who is recalled shall in writing within 15 calendar days of the receipt of the notice or 30 calendar days from the date the notice is mailed, whichever is sooner, give notice of intent to accept the position. If the teacher does not respond within the aforementioned time period, the teacher will be considered as declining the position and will be removed from the recall list. The next eligible teacher, if any, then shall be given notice of recall.

7:10 Discrimination

There shall be no discrimination against any teacher because of the teacher's UNION activities or because of the teacher's membership in the UNION, or because of the filing of any grievance under this contract.

7:11 Tuberculosis Screening

Consistent with the current advisory of the State of New Hampshire, Department of Health and Welfare, Division of Public Health Services, teachers who have met the requirement of the BOARD'S pre-employment or prior post-employment tuberculosis screening will not be required to have further screening while in the continuous employ of the District. All teachers shall comply with future advisories on tuberculosis screening issued by the Division of Public Health Services. The BOARD will provide screening services required after employment but not before employment through the BOARD'S own agents.

ARTICLE VIII

Terms and Conditions of Employment

8:1 School Year - School Calendar

A. The school year shall be developed from the following criteria:

1. 180 pupil days

2. Four days for teachers new to Nashua School District, three days for nurses new to the Nashua School District, two days for nurses experienced in the Nashua School District and one day for teachers experienced in the Nashua School District. These days shall be immediately preceding the opening of the pupil school year to be used as pre-school planning and organizing days, and for orientation.

3. Two (2) days (one day for nurses) during the school year may be used as parent and/or teacher conference days for teaching personnel to schedule conferences with parents and/or other teachers for the purpose of examining and discussing individual pupil progress; and/or may be used for in-service work; and/or may be used as training days for the purpose of updating and improving the professional skills of all teaching personnel. One of these days may be used by first grade teachers for conferences required in lieu of report cards. If one of these days is scheduled for parent conferences, the BOARD may at its discretion, determine the time of day the conferences will be held except that in no instance shall the hours so scheduled exceed the total hours required of a teacher on a regular school day. None of these days will be scheduled during the established school vacation periods. Prior to the holding of such days, the Superintendent shall furnish the teachers with a written schedule of proposed activities. Effective September 1, 2014 in-service days shall be held on Election Day for teachers and nurses, and on Presidents Day for teachers.

4. In general, the in-school work year for teaching personnel will not exceed 184 work days.

5. The total number of days referred to in Section A is exclusive of days on which school is closed as a result of weather or other emergency conditions.

6. Title I teachers may be obliged to make-up school days lost due to weather or other emergency conditions. If schools are on a delayed opening or early closing, Title I teachers, except for Title I nursery school teachers, shall work the same schedule as they usually work and be paid for their normal work day except that they shall report to work and/or leave work on the modified schedule.

7. A secondary guidance counselor(s) may be required to work up to an additional five days at the discretion of the respective assistant superintendent. Such additional work days shall be scheduled within ten week days immediately preceding the first day of the teacher work year. Guidance counselor(s) from within the building where such additional work is required who volunteer for such work will be assigned first, and then involuntary assignments will be made as necessary. If involuntary assignments are necessary, where possible, such assignments will be rotated from year to year among a building's guidance personnel. ~~Effective July 1, 2007,~~ Secondary guidance counselors will be paid at a per diem rate of 1/184th of their base annual salary for each additional day scheduled, or in the case of an elementary guidance counselor, a portion thereof for work done with a minimum of three hours pay.

   Effective July 1, 2014 ~~School~~ school psychologists and speech pathologists may be required to work ten additional days~~. School psychologists~~, and will be paid at a per diem rate of ~~1/200th~~ 1/184th of their base annual salary for each additional day worked.

B. School Calendar

1. The Superintendent shall consult with the UNION in the development of the school calendar prior to the presentation of said calendar to the BOARD for adoption. The Superintendent shall make a reasonable effort to consult the Union at least one month prior to said BOARD presentation.

2. Effective September 1, 2014 teachers shall not be scheduled to work the day prior to Thanksgiving.

~~2.~~3. The school calendar is determined each year by the BOARD in accordance with the applicable law.

8:2 School Day

A. As a professional, teachers are expected to devote to their work the time necessary to accomplish the task at hand.

B. The UNION agrees that a teacher's day is not necessarily coterminous with that of a pupil. However, it shall be no less than that which is established for the pupils.

C. In general, teachers, other than school nurses, will be free to act with professional discretion relative to the time of arrival at school in the morning or leaving of school in the afternoon. However, it is expected that, as a minimum all teachers, other than school nurses, will be in their respective classrooms or performing supervisory or instructionally related activities fifteen (15) minutes prior to the beginning of the pupil school day and ten (10) minutes after the close of the pupil school day. The Principal may require sufficient teachers, other than school nurses, not to exceed 1/3 of the staff on any day on an equitable rotating basis to be on duty to supervise students a daily total of forty (40) minutes, the distribution of said time prior to the beginning of the pupil school day and after the close of the pupil school day to be at the discretion of the Principal. The yearly total shall not exceed 5400 minutes. A tentative schedule of such duties will be provided to each teacher at the beginning of each semester.

D. As part of their professional responsibility, teachers will attend department and other professional staff meetings designed to provide meaningful professional growth or to clarify school business. Said meetings shall not exceed fifteen (15) meetings per year, excluding meetings held on school days when pupils are dismissed early. Advance notice of such meetings shall be provided at least 48 hours prior to the meeting except in cases of emergencies. The limitation of fifteen (15) meetings does not apply to the faculty of a new school occurring fifteen (15) calendar months before the projected opening date and through its first year of operation or to the faculty of a school during the fifteen (15) calendar months preceding an evaluation by an accreditation team.

For the express purpose of training, for development and implementation of new curriculum as defined in (A), (B), (C) and (D) below, teachers may be required to attend up to five meetings per year.

(A) A curriculum implemented throughout the District;
(B) A curriculum implemented across the three middle schools and/or the high school either throughout the school and/or the department;
(C) A curriculum implemented at the elementary level only;
(D) A pilot curriculum which may impact only one school, grade level, and/or department.

E. As part of their professional responsibilities, teachers other than guidance counselors will be expected to attend up to three (3) evening meetings per year for professional purposes. Guidance counselors will be expected to attend up to four (4) evening meetings per school year. Effective September 1, 2014 teachers other than guidance counselors will be expected to attend up to four (4) evening meetings per year, and guidance counselors will be exected to attend up to five (5) meetings per year. In addition, a teacher, when needed, may be required to attend ~~Placement Team~~Special Education Team and 504 Team staffings which extend beyond the conclusion of the teacher's school day as described in Article 8:2C, D and E. No additional compensation shall be paid for attendance at the first two such staffings occurring within a given school year. A teacher who is required to attend more than two such staffings per school year shall be paid at the rate of $25 per hour for each hour of attendance which commences after the teacher's school day as described in Article 8:2C and D. ~~The rate for attendance at staffings is $25 per hour.~~

F. Teachers, other than school nurses, shall be granted a duty-free lunch period equivalent in time to that granted to the students for lunch. Teachers, other than school nurses, shall be free to leave the school provided they sign in and out at the school office. At the elementary school level where mid-day breaks are normally inclusive of both lunch and recess, on days of inclement weather and when the Principal does not permit outdoor recess, the Principal may require sufficient teachers, other than school nurses, to report twenty (20) minutes early to assist the monitors, except that the number shall not exceed 1/3 of the staff on any day and teachers will be rotated on an equitable basis.

G. The on-site work day for secondary teachers, other than school nurses, will be seven (7) hours and eight (8) minutes and the on-site work day for elementary teachers, other than school nurses, will be six (6) hours and fifty (50) minutes except as otherwise provided in this Agreement or by past practice.

H. The regular work day for school nurses shall be the regular pupil school day plus 30 minutes. The building principal shall establish a regular work schedule for each nurse distributing the 30 minutes prior to the beginning of the pupil school day and after the close of the pupil school day at the principal's discretion. However, nurses shall make themselves available at the request of the building principal, for emergencies and conferences which may, on occasion, extend beyond the afore-described workday. Except in cases of emergency, 48 hours notice shall be given to nurses of times when they are expected to be available beyond the afore-described workday.

No school nurse shall be required to work when a school day is cancelled due to inclement weather or other emergencies. If the pupil school day is abbreviated by action of the District on an unscheduled basis due to an emergency, and a school nurse is specifically released from work before the conclusion of the nurse's normal work day, the school nurse will be paid the nurse's normal daily wage, regardless of the number of hours actually worked.

Each school nurse shall be entitled to a thirty (30) minute duty-free lunch break except in emergencies.

8:3 Planning Periods

A. All regular R through ~~6~~ 5 elementary teachers, and the Special Education teacher of an elementary self contained Emotionally Handicapped or Pre-school class shall have a planning period whenever teachers in the fields of art, music or physical education take over the class. The above teachers shall have such additional planning time as is required to provide the total amount of planning time set forth in the following schedule during all five (5) day school weeks. The remaining personnel on the following schedule shall have the amounts of planning time set forth on said schedule during all five (5) day school weeks.

Teachers shall continue to be aware of and prepared for their responsibility for continuity of program in the areas of art, music, and physical education. The teacher has the option to use planning time for either a pre-planned in-service program, parent conferences or for classroom activities.

Regular R through ~~6~~ 5 elementary teachers, and the Special Education teacher of an elementary self contained Emotionally Handicapped or Pre-school class: 200 minutes per week, and 250 minutes per week effective September 1, 2008. Art, Music, Physical Education, Reading, Speech and Hearing, Library, and Guidance Teachers: 90 minutes per week. Kindergarten teachers (including kindergarten teachers in full-day kindergartens): 50 minutes per week; 100 minutes per week effective September 1, 2014. For Special Education teachers other than teachers of elementary self-contained Emotionally Handicapped classes and Pre-School class: 120 minutes and 150 minutes effective September 1, 2009.

B. When teachers in Art, Music, and Physical Education are absent from work, the Administration agrees that it will use its best efforts to replace them with specialist substitute teachers. In order to

improve their compliance with this paragraph the Administration will keep a separate, updated and current list of specialist substitute teachers of Art, Music and Physical Education.

C. Secondary teachers in English/Language Arts, Mathematics, Social Studies, Foreign Languages, Science, Music, Art, Physical Education, Library, Guidance, Reading, Business, Special Education, Technology Education and Home Economics-General will have one planning period equal in length to the length of the instruction period per pupil school day.

D. During school days or weeks which are shortened due to holidays, vacations, inclement weather, or emergencies which necessitate school closings, planning periods scheduled for the time during which school is not in session shall be lost and not made up.

8:4 Teaching Load -Class Size

A. In scheduling teachers, the administration will attempt to keep the number of different rooms in which assignments occur at a minimum.

B. Teachers desiring special attention and supportive help and guidance may seek same from the Building Administration and other supervisors.

C.

1. On the secondary level no teacher shall be required to have more than five (5) periods of class instruction per day, more than six (6) different classes per marking period, nor more than four (4) different class preparations per marking period.

~~5~~2. A "class preparation" means a period of instruction which requires selection and organization of teaching content, materials and procedures, and/or the evaluation of the written and oral work of the students. Thus, if a school divides a given grade level into "College English" and "General English", this should be viewed as two distinct "class preparations". Subjects which are similar, but still clearly different, such as first year typing and second year typing, are considered as different "class preparations", whereas "personal typing" and first year typing may be considered as one preparation. Under certain arrangements for alternating subjects, two grade levels may be combined to form a single class. Each class of this type can be considered as one preparation.

A "period of class instruction" means a period devoted to any form of systematic, organized instruction.

3. A "period of class instruction" and a "class preparation" do not include a period of up to twenty (20) minutes to provide students with opportunities for advisory, co-curricular, make-up, enrichment or extra help, with time provided for preparation during the school day. A joint labor-management committee will be formed to assess the effectiveness of how this time is used. This provision of the contract shall expire on August 31, 2016.

D.

1. Recognizing that class size is an important factor in providing quality education the BOARD will make reasonable efforts to meet the minimum standards established by the New Hampshire State Department of Education.

2. At the elementary level, class sizes shall not exceed the following:

Kindergarten	23 ~~except that up to 20% of the sections may have a class size of 25~~
Readiness	18
Grades I & II	27
Grades III-~~VI~~V	30

3. At the secondary level teachers shall be limited to a maximum of thirty-one (31) pupils per subject class (forty (40) pupils for physical education) except for (1) study halls, band, chorus, and similar activities and (2) programs of team teaching, large group

instruction, educational television, film instruction, group lectures and similar instructional methods.

4. Class size will be determined on the first school day in October of each school year. The overage formula provided in Article 8.4.D.6 shall be paid for any overage experienced between the first day of school in September and October 1, provided that the overage(s) during that period continue beyond October 1.

5. No secondary guidance counselor shall have more than a total of 325 students. Guidance counselors at Nashua High School shall have no more than a total of 300 students. The BOARD agrees to implement the state standards for elementary guidance counselor student loads.

6. In the event a class size with the exception of Kindergarten and Readiness classes as set forth in this Article 8:4D is exceeded after the first school day in October, the teacher of said class shall receive additional compensation for each excess pupil for the time such excess exists computed according to the following formula: For the first two excess pupils, Elementary -- Three times (number of school days the excess pupil is enrolled in the class) times [(the District average teacher base annual salary divided by 184 days) divided by the maximum class size as set forth in this Article 8:4D)]; Secondary -- Three times (number of school days the excess pupil is enrolled in the class divided by 5) times [(the District average teacher base annual salary divided by 184 days) divided by the maximum class size as set forth in this article 8:4D)]. For the third and fourth excess pupil, two times the formula set forth in the first sentence of this section. For the fifth and sixth excess pupil, three times said formula. For the seventh and eighth pupil, four times said formula.

   Average teacher base annual salary shall be determined by the combined salaries paid in accordance with the Teacher Salary Schedule to all full-time Annual and Continuing Contract, Federally Funded Special Education, and Continuing Substitute teachers, other than school psychologists and school nurses, in active service with the District on the first day of the school year divided by the number of said teachers. The payment for excess pupils shall be made in a lump sum within thirty (30) days of the conclusion of each semester of each school year.

E At the secondary level with the exception of physical education and those exceptions noted under 8:4D.3 above, no teacher shall have a teaching load in excess of 150 per grading cycle. Load will be determined on the first school day in October of each school year.

F. The BOARD will limit assignments in secondary science, business, home economics, industrial arts and vocational education courses so that the number of students will, within a 10% margin, not exceed the number of students who can be accommodated by the number of student work stations. Load will be determined on the first school day in October of each school year.

G. A six-hour per day aide for each four sections of kindergarten will be provided.

8:5 Student Health

A. Eye testing shall be done by professionally trained personnel.

B. A full time nurse shall be assigned to each large school to care for children who become ill and to carry out a program of health education through lecture and demonstration.

C. Weighing and measuring of children shall be done, or supervised, by the school nurse.

8:6 Scholarship and Standards

Teachers shall maintain the right and responsibility to grade pupils based upon records maintained by the teacher with respect to each pupil.

8:7 Job Descriptions

All department chairpersons and head teachers shall have a job description.

8:8 Parent-Teacher Conferences

Parent-teacher conferences are to be held as deemed necessary by the teacher, a parent, or in individual cases, the principal.

ARTICLE IX

Transfers, Vacancies and Promotions

9:1 Definitions

A. A promotional opportunity shall be defined as the positions within the collective bargaining unit of head teacher or department chairperson, and positions outside the collective bargaining unit which require greater supervisory responsibility and authority.

B. A transfer shall be defined as a geographical change from one school to another to non-promotional positions within the bargaining unit, or a change from the designated area in which the teacher spends the greatest portion of the teacher's regular work schedule to another designated area.

C. An intrabuilding reassignment shall be defined as a change in assignment within a designated area within a school.

D. A permanent vacancy is a vacancy in a position which is not eliminated by the District, and which occurs by reason of retirement, resignation, death, or other permanent termination of employment; or a new position.

9:2 Postings

A. Promotional opportunities because of vacancies and new positions which the BOARD wishes to fill on a temporary or permanent basis shall, except in an emergency, be posted for ten (10) calendar days prior to the positions being filled. All notices shall be posted on the bulletin board in every school, and in the administrative office, and shall also be sent to the UNION when posted. All posting notices referred to herein shall delineate the duties, rate of compensation, and qualifications for the position. All applicants not selected for promotional positions will be notified of the BOARD'S decision in writing.

B. A list of known permanent vacancies for the following school year will be posted annually in each school by April 15 and again by the last day of the pupil school year. Teachers desiring to be considered for such vacancies will submit a letter to the Human Resources Director by May 5 for the April 15 posting, or by June 30 for the last day of the pupil school year posting.

9:3 Transfer Requests

Teachers who desire a change in teaching or building assignment may file a written request with the District Human Resources Office not later than April 22 of the school year preceding the school year for which the change is desired. Such request shall be considered valid for one (1) year as a bona fide request

for change. The request may be renewed in writing each school year not later than May 5 if it is not granted on initial application.

9:4 Transfer Notification

Notice of transfer or non-transfer will be given in writing to each teacher making a request under Article 9:3 as soon as practicable and under normal circumstances not later than June 30. After June 30 until the beginning of the new school year, notice of all personnel actions with respect to transfers will be sent to the UNION and posted in the Administration Building and in each school, within five work days.

9:5 Intrabuilding Reassignments

Intrabuilding reassignments, necessitated by concern about a teacher's effectiveness in their existing grade level, to vacant or newly formed positions will supersede voluntary reassignments to such positions.

Reassignments occasioned by administrative desires to have teachers teach on different grade levels, absent a concern about a teacher's effectiveness in their existing grade level and unrelated to a specific student program, shall be done on a voluntary basis.

In making intrabuilding reassignments, except as specifically indicated above, teachers within the designated area within the school who volunteer will be chosen first if qualified. No voluntary transfer will occur before a voluntary reassignment. In making an intrabuilding reassignment a teacher's level of performance and professional growth within and outside the district, applicable experience, the needs of the school, and seniority will be considered.

9:6 Voluntary Transfers

In making voluntary transfers to permanent vacancies within a designated area as set forth in Appendix H, only teachers who are currently teaching in that designated area shall be eligible. Title I teachers shall be eligible for only Title I positions within the designated area in which they are currently teaching. Both the qualifications of teachers to fulfill the position and the seniority of teachers shall be considered in reaching a decision. The teacher with the greatest seniority shall be transferred first, unless a less senior teacher is significantly more qualified. In making the determination, the District shall consider the qualifications of the teachers in order of seniority beginning with the most senior teacher. The first less senior teacher who is determined to be significantly more qualified than the most senior teacher shall be the teacher transferred. If more than one teacher is to be transferred in a designated area, the District shall first compare in descending order of seniority, the most senior teacher with the less senior teachers. Once a determination is made with respect to that teacher, the next most senior teacher shall be compared to the remaining more junior teachers. This process shall continue until all teachers who are to be transferred are determined. Qualifications shall be determined by experience and training related to the vacancy and by level of performance in the applicant's current position.

If three or more eligible bargaining unit members apply for a transfer to a particular position which is permanently vacant, the District shall select one of the applicants according to the aforementioned criteria.

If two eligible bargaining unit members apply for a transfer to a particular position which is permanently vacant, the District shall select from among any applicants for the position in accordance with the aforementioned criteria.

If only one eligible bargaining unit member applies, the District shall consider the applicant for the transfer but shall not be obligated to grant the transfer.

9:7 Involuntary Transfers

A. When involuntary transfers are necessary because of a reduction in positions in a particular designated area in a particular school the least senior teacher in the school experiencing the reduction shall have the option of voluntarily transferring into the vacancy, after other voluntary transfer rights have been implemented, or forcing an involuntary transfer of the least senior

teacher in the designated area, provided the teacher to be transferred is qualified for the vacant position. If, however, the least senior teacher in the designated area is already in the school experiencing the vacancy, the least senior teacher in the school experiencing the reduction shall be transferred into the vacancy and shall not be able to displace any other teacher in the District. Qualifications shall be determined by training and experience related to the vacant position.

This Article 9:7A shall only apply when there is a single involuntary transfer in a designated area.

B. In making involuntary transfers occasioned by a reduction of more than one position in a designated area in a school, the least senior teacher from the designated area in the school experiencing the reduction shall be transferred, except that the next senior teacher and teachers in order of seniority thereafter may be transferred before the junior teacher, if the senior teacher's level of performance in the teacher's current position is significantly inferior to the junior teacher in which case the senior teacher shall be transferred first, provided the teacher is qualified to perform in the vacant position. Qualifications shall be determined by experience and training related to the vacant position.

C. In all other involuntary transfers, level of performance, needs of the District including if a school has been deemed nonperforming under the No Child Left Behind legislation, seniority, experience and training related to the position to which the teacher will be transferred will be the only criteria used in making the decision.

9:8 Filling of Permanent Vacancies

A permanent vacancy occurring from the beginning of the second semester of a school year until April 30 shall be filled by the BOARD with a Continuing Substitute if a qualified Continuing Substitute is available, and, if not, by a per diem or interim substitute. A permanent vacancy occurring from May 1 to the conclusion of the school year shall be filled with a per diem or interim substitute. Except as provided in Article 9:2B a permanent vacancy occurring from the conclusion of the school year to the beginning of the second semester of the next ensuing school year shall be filled in any manner the BOARD deems appropriate.

9:9 Change Of Employment Status

A. Teachers (Other than School Nurses)

1. Any person who for a period in excess of 90 school days fills a particular position which is permanently vacant for at least that period, shall then be employed under partial year or annual contract, or as a Continuing Substitute teacher.

2. Any person who for a period in excess of 180 school days fills a particular position which is permanently vacant for at least that period, shall then be employed under partial year or annual contract.

3. Any person who for a period in excess of 90 school days fills a particular position which is temporarily vacant for at least that period by reason of an extended leave, shall then be employed as a Continuing Substitute teacher.

B. School Nurses

1. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 90 school days fills a regular school nurse position which is permanently vacant for at least that period, shall then be employed as a regular school nurse or as a continuing substitute school nurse.

2. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 180 school days fills a regular school nurse position which is permanently vacant for at least that period, shall then be employed as a regular school nurse.

3. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 90 school days fills a regular position which is temporarily vacant for at least that period by reason of an approved extended leave, shall then be employed as a continuing substitute school nurse.

4. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 200 continuous school days fills a temporary school nurse position, shall then be employed as a regular school nurse.

9:10 Closing Of School Building

If the BOARD closes a school building, and consolidates the services provided in that building with other facilities, the BOARD and the UNION will discuss the implementation of these transfer procedures prior to the implementation of any transfers.

9:11 Order Of Implementation

The provisions of Article 7:8 (Reduction in Staff) shall be implemented prior to the implementation of this Article IX. The provisions of Section 7:9 (Recall) shall be implemented subsequent to the implementation of this Article IX.

9:12 Program Opportunities

A. No teacher shall be required to work in programs which extend beyond the normal school day. However, teachers may volunteer to do so. When a vacancy in such work occurs, teachers currently employed in the District shall be given the opportunity to work in programs operating beyond the regular school day or year. The Superintendent shall post the title, qualifications, duties, requirements, and the salary. The Superintendent shall appoint the applicant most qualified for such work. If all qualifications of the applicants are equal then seniority in the District shall govern.

B. Factors relevant to qualifications shall include formal education and actual relevant experience.

C. The BOARD may deviate from this policy only for good cause which shall not be arbitrary, capricious or without rational basis in fact.

9:13 Probation For Nurses

The probationary period for nurses shall be thirty (30) workdays of active employment as a school nurse. The District may extend the probationary period up to the amount of authorized paid leave or sick leave taken by a probationary employee.

The District may terminate a school nurse at any time during the nurse's probationary period.

Probationary school nurses are not entitled to paid sick or personal days.

ARTICLE X

Educational Council/Supplemental Budget

A. A joint Educational Council shall continue to operate during the term of this Agreement. It shall consist of three (3) representatives of the BOARD, one of which shall be the Superintendent or his designee, and three (3) Nashua teachers appointed by the UNION. The Council shall meet at least four (4) times a year and advise the BOARD on matters of mutual concern and other related matters regarding the effective operation of the District.
Principals may be invited as observers whenever the items proposed for discussion are directly related to areas over which they exercise primary authority.

B. The Educational Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.

C. The Council shall meet by prepared agenda.

D. The Council shall be empowered by majority vote to form sub-committees to study and render reports to the Council.

E. The function of the Educational Council is to recommend for BOARD consideration the establishment of policies and practices pertinent to the District. The Council in preparing their recommendation for BOARD consideration shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertinent to its recommendations.

F. All reports and recommendations outlined above in Section D and E shall be in writing.

G. The BOARD in order to establish this Council and to enable it to function adequately agrees to budget $1,000 annually to provide for expenditures related to the work of the Council.

H. A supplementary budget of $10,000 in each school year shall be established to provide for needs not previously anticipated and to allow teachers to capitalize on new and innovative materials which become available during the course of the school year. The Council may make recommendations to the BOARD concerning the disbursement of said funds.

ARTICLE XI

Union Representatives

Official List and Nashua Teachers Union Representatives

The UNION shall furnish the BOARD with a list of its officers and authorized building representatives, and shall as soon as possible notify the BOARD in writing of any changes. No Union Representative shall be recognized by the BOARD except those designated in writing by the UNION.

ARTICLE XII

Union Privileges and Responsibilities

12:1 Fair Practices

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

12:2 Recognition of Local Organization Representative

The Principal shall recognize the UNION building representative as the official representative of the bargaining unit in the schools.

12:3 Distribution of Material - Mail Boxes

Officers or officials of the recognized teacher bargaining agent, and of no other teacher organization which purports to represent teachers for collective bargaining purposes, shall have the right to reasonable use of the school mail boxes for distribution of organizational material provided such materials are in good taste and provided that such materials shall not include campaign organization material related to local, state or national political matters.

12:4 School Meetings

The authorized representative of the UNION shall have the right to schedule UNION meetings in the building before or after regular class hours, and during lunch time of the employees involved. Such meeting shall not in any manner disrupt the normal operation of the school and shall be subject to prior approval of the building principal.

12:5 No Local Organization Activity on School Time

Except as provided herein, the UNION agrees that no teacher will engage in UNION activity during the time the teacher is assigned to teaching or other duties.

12:6 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 teacher for expression of the teacher's views. In the area of this Agreement, and for the term hereof, no changes or modifications shall be made except through negotiations with the UNION. Nothing contained herein shall be construed to permit an organization other than the UNION to appear in an official capacity in the processing of a grievance. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with the person's immediate superior or processing a grievance on the person's own behalf in accordance with the Grievance Procedure heretofore set forth in ARTICLE III.

12:7 Information

1. The BOARD shall make available to the UNION upon its request any and all available information in the public domain, such as statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

2. If the public agenda of a BOARD meeting has been prepared 24 hours in advance of such BOARD meeting, it shall be made available to the President of the UNION.

3. A copy of the minutes of all BOARD meetings shall be made available to the President of the Union.

12:8 Faculty Bulletin Board Use

The UNION shall be permitted to post UNION related notices and other materials on the faculty bulletin board provided that such notices and/or materials shall not include campaign organization materials related to local, state, or national political matters.

12:9 Leave for Union Business

A. The President of the UNION, or designee, shall be granted five (5) days of paid leave for the purpose of UNION business.

B. The President of the Union, upon request, shall be granted either a reduced teaching schedule of 50% that of a full-time teacher or a leave of absence.

A request for such reduced schedule or leave of absence must be made no later than June 30 of the school year prior to the school year for which the request is effective.

Arrangements for the reduced teaching schedule are to be made between the Union and the Superintendent.

C. In the case of the reduced teaching schedule, salary and benefits paid by the District shall be consistent with those afforded similarly situated teachers with the same teaching schedule, except as otherwise provided in this article 12:9.

For the first two consecutive years of a reduced teaching schedule, the President, for the purpose of seniority, will receive full-year credit annually. After the first two consecutive years, the President will receive ½ year credit annually.

For the purpose of placement on the salary schedule, a President on a reduced teaching schedule will receive full credit for the time so spent.

Arrangements governing the salary and benefits of the Union President are detailed in Appendix I attached to this Agreement.

D. In the case of a leave of absence, the District shall not be liable for any salary or benefit costs. Insurances may be extended at the President's expense to the extent mandated by State and Federal law. The President, at the President's expense, may maintain enrollment in the City of Nashua's group health insurance for the first two years of a leave of absence.

For the first two consecutive years of a leave of absence, the President shall retain all rights to the teaching position the President formerly held. The provisions of articles 7:8 Reduction in Force and 9:7 Involuntary Transfers shall apply to the extent they may impact on said rights. Upon a request to return from a leave of absence which extends beyond two consecutive years, the President shall be assigned the next available position for which the President is certified and qualified.

The President shall continue to accrue seniority for the first two consecutive years of a leave of absence pursuant to the provisions of this article.

The President on a leave of absence will receive full credit for the time so spent for the purpose of placement on the salary schedule.

The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of the President while on leave unless a contribution is mandated by the System or by other provisions of State law.

E. Should a President be impacted by the provisions of article 7:8 or 9:7, the President shall be considered in the pool to which the President would have been assigned had the President not been on a reduced schedule or leave of absence.

12:10 Dues Deductions

A. Voluntary dues deductions shall be deducted from the salary of each teacher who files an authorization in the form set forth in Appendix F of this Agreement. Deductions will commence no later than the second salary payment date following the date the authorization form is filed with the District.

B. The District will also recognize authorizations for voluntary dues deduction provided prior to the execution of this Agreement. A member will be able to revoke his or her authorization only between September 1 and September 15 of any school year.

C. The UNION shall select a single payroll dues deduction arrangement for each contract year to cover all UNION members, and shall inform the District Payroll Office of the arrangement at least three calendar weeks prior to the implementation date.

D. The right to dues deduction shall be extended to the recognized bargaining agent only.

E. A teacher who elects not to pay Union dues shall pay an agency fee for services rendered by the UNION in an amount equal to eighty percent (80.0%) of the regular member dues (including state and national dues). Said fee shall be due within forty-five (45) calendar days of the date of employment or the commencement of the school year, whichever is later. Agency fee deductions shall be deducted from the salary of each teacher who files an authorization in form set forth in

Appendix F-1 of this Agreement. Deductions will commence no later than the second salary payment date following the date the authorization form is filed with the District. The UNION will hold the District harmless from any liability arising out of the collection of the agency fee. This agency fee provision shall not require the termination of any employee of the Nashua School District.

12:11 Released Time

Up to seven (7) members of the bargaining unit who serve as members of the negotiating team will be granted released time as needed without loss of pay or loss of personal days for the purpose of contract negotiations, mediation and fact finding.

ARTICLE XIII

Rules, Regulations and Management Rights

13:1 Adherence To Rules, Regulations, Policies and Provisions

It is understood that for the duration of this Agreement teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with BOARD policies and administrative rules, regulations and the provisions of this Agreement.

13:2 Rules, Regulations and Policies

A. There shall be a complete copy of the Rules, Regulations and Policies of the BOARD, made available for access to each school building with new items added as they are promulgated by the BOARD.

B. It is agreed that all Building Representatives have a complete copy of the Rules, Regulations and Policies of the BOARD, and the Administration will provide them with all new items as they are added.

13:3 Management Rights

The UNION recognizes the following responsibilities, rights, authority, and duties of the BOARD, except as they are modified by provision of this Agreement.

The BOARD hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, and of the Charter of the City of Nashua;

A. to the executive management and administrative control of the District and its properties and facilities;

B. to hire, promote, transfer, assign, retain, evaluate, renew or non-renew, and to lay off employees. No employee who has taught in the Nashua School District for more than three consecutive years shall be disciplined, including discharge, without just cause. For school nurses, the period shall be 30 workdays. Approved leaves during these periods shall not count as service, but shall not be considered an interruption of the consecutive years/workdays requirement. Teachers, other than school nurses, who have received continuing contract status in other New Hampshire schools shall be able to count such service for this provision to a maximum credit of one year. Claims of discipline by teachers with three years or less experience, or school nurses with 30 work days or less experience arising out of the exercise of rights or benefits under this Agreement shall be subject to the grievance and arbitration provisions herein. In the event of any such claim, the initial burden of going forward with proof shall rest with the grievant.

C. to establish grades and courses of instruction including special programs, and to provide for athletic, recreational social events for the students, all as deemed necessary or advisable by the BOARD;

D. to decide upon the basic means and methods of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

ARTICLE XIV

Resolution Of Differences by Peaceful Means

The UNION and the BOARD agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The UNION 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 normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

ARTICLE XV

Miscellaneous Provisions

15:1 Expenses of Printing and Distributing Agreement

The BOARD agrees to pay for the cost of printing this Agreement in booklet form. The UNION agrees to distribute a copy of this Agreement to each teacher presently employed by the BOARD and to each new teacher employed by the BOARD. The BOARD shall provide 950 copies of this Agreement to the UNION for distribution to each teacher.

15:2 Meetings

Meetings shall be held as deemed necessary by either party during the school year with the Superintendent and UNION President to discuss matters of concern to both parties. These meetings shall be held at a mutually agreeable time and place. The UNION President and the Superintendent shall determine the representative who will attend the meeting for their respective parties. Whenever possible, the parties should exchange notice of the subject matters they wish to discuss.

15:3 Amendment Of Agreement

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

ARTICLE XVI

Conformity to Law and Saving Clause

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 XVII

Duration of Agreement

17:1 The provisions of this Agreement unless otherwise specified shall become effective ~~as of September 1, 2011~~ with the date of final execution of this agreement and shall continue and remain in full force and effect to and including August 31, ~~2013~~ 2016 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. The BOARD and the UNION agree to begin negotiations of a successor agreement concerning wages, hours and other terms and conditions of employment no later than November 30, ~~2012~~2015.

17:2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

_____	_____
Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
_____	_____
Robert Hallowell, President	Robert Sherman, President
_____	_____
Steven Haas, Clerk	Judith Loftus, Secretary

APPENDIX A-1

TEACHERS ~~(OTHER THAN SCHOOL NURSES)~~AND NURSES SALARY SCHEDULE
Effective September 1, ~~2011~~ 2013 for the ~~2011-2012~~2013-2014 School Year.
(No Step Advancement.)

Credited Years of Experience	Old Step	New Step	BA	BA+30	M	M+30	DR	NURSES
0	---	0	39,284	41,078	42,918	44,758	46,598	37,320
1,2,3,4	1	1	40,424	42,218	44,058	45,898	47,738	38,403
5	2	2	42,183	43,975	45,815	47,655	49,494	40,074
6,7	3	3	43,770	45,560	47,400	49,240	51,080	41,582
8	4	4	45,382	47,171	49,011	50,850	52,690	43,113
9	5	5	47,065	48,852	50,691	52,531	54,371	44,712
	---	6	49,170	51,010	52,897	54,784	56,671	46,712
10	6	7	51,275	53,168	55,102	57,036	58,970	48,711
	---	8	53,380	55,327	57,308	59,289	61,270	50,711
11	7	9	55,484	57,485	59,513	61,541	63,569	52,710
	---	10	57,589	59,643	61,718	63,794	65,869	54,710
12,13,14	8	11	59,694	61,801	63,923	66,046	68,168	56,709
	---	12	62,371	64,549	66,735	68,922	71,108	59,252
15+	9	13	65,048	67,297	69,546	71,797	74,047	61,796

Note: Teachers hired for the 2013-2014 school year with less than one year of experience will remain on Step 0.

APPENDIX A-2

TEACHERS ~~(OTHER THAN SCHOOL NURSES)~~AND NURSES SALARY SCHEDULE
Effective ~~August 31, 2012~~October 1, 2014 for the ~~2012-2013~~2014-2015 School Year.
~~(No Step Advancement)~~(Step Advancement With Exception: Members of this defined unit who have ninety (90) days service under Article 4:2 (B) will advance a step on this salary schedule)

Credited Years of Experience*	Old Step	New Step	BA	BA+30	M	M+30	DR	NURSES
0	---	0	39,284	41,078	42,918	44,758	46,598	37,320
1	1	1	40,424	42,218	44,058	45,898	47,738	38,403
2,3,4,5	2	2	42,183	43,975	45,815	47,655	49,494	40,074
6	3	3	43,770	45,560	47,400	49,240	51,080	41,582
7,8	4	4	45,382	47,171	49,011	50,850	52,690	43,113
9	5	5	47,065	48,852	50,691	52,531	54,371	44,712
10	---	6	49,170	51,010	52,897	54,784	56,671	46,712
	6	7	51,275	53,168	55,102	57,036	58,970	48,711
11	---	8	53,380	55,327	57,308	59,289	61,270	50,711
	7	9	55,484	57,485	59,513	61,541	63,569	52,710
12	---	10	57,589	59,643	61,718	63,794	65,869	54,710
	8	11	59,694	61,801	63,923	66,046	68,168	56,709
13,14,15	---	12	62,371	64,549	66,735	68,922	71,108	59,252
	9	13	65,048	67,297	69,546	71,797	74,047	61,796
16+	---	14	66,349	68,643	70,937	73,233	75,528	63,032

*Credited years of experience only applies to new hires.

APPENDIX A-3

TEACHERS ~~(OTHER THAN SCHOOL NURSES)~~AND NURSES SALARY SCHEDULE

Effective ~~on the 90th day of~~October 1, 2015 for the ~~2012-2013~~2015-2016 School Year.

~~(No Step Advancement)~~ (Step Advancement With Exception: Members of this defined unit who have ninety (90) days service under Article 4:2 (B) will advance a step on this salary schedule)

Credited Years of Experience*	Old Step	New Step	BA	BA+30	M	M+30	DR	NURSES
0	---	0	39,284	41,078	42,918	44,758	46,598	38,498
1	1	1	40,424	42,218	44,058	45,898	47,738	39,616
2	2	2	42,183	43,975	45,815	47,655	49,494	41,339
3,4,5,6	3	3	43,770	45,560	47,400	49,240	51,080	42,895
7	4	4	45,382	47,171	49,011	50,850	52,690	44,474
8,9	5	5	47,065	48,852	50,691	52,531	54,371	46,124
10	---	6	49,170	51,010	52,897	54,784	56,671	48,187
11	6	7	51,275	53,168	55,102	57,036	58,970	50,250
	---	8	53,380	55,327	57,308	59,289	61,270	52,312
12	7	9	55,484	57,485	59,513	61,541	63,569	54,374
	---	10	57,589	59,643	61,718	63,794	65,869	56,437
13	8	11	59,694	61,801	63,923	66,046	68,168	58,500
	---	12	62,371	64,549	66,735	68,922	71,108	61,124
14,15,16	9	13	65,048	67,297	69,546	71,797	74,047	63,747
	---	14	66,349	68,643	70,937	73,233	75,528	65,022
17+	---	15	67,676	70,016	72,356	74,698	77,038	66,322

*Credited years of experience only applies to new hires.

~~**APPENDIX A-4**~~

~~SCHOOL NURSES' SALARY SCHEDULE~~

~~Effective on September 1, 2011~~

~~(No Step Advancement)~~

~~Credited Years of Experience~~	~~Old Step~~	~~New Step~~	~~BA~~
~~0~~	~~---~~	~~0~~	~~37,320~~
~~1,2,3,4~~	~~1~~	~~1~~	~~38,403~~
~~5~~	~~2~~	~~2~~	~~40,074~~
~~6,7~~	~~3~~	~~3~~	~~41,582~~
~~8~~	~~4~~	~~4~~	~~43,113~~
~~9~~	~~5~~	~~5~~	~~44,712~~
	~~---~~	~~6~~	~~46,712~~
~~10~~	~~6~~	~~7~~	~~48,711~~
	~~---~~	~~8~~	~~50,711~~
~~11~~	~~7~~	~~9~~	~~52,710~~
	~~---~~	~~10~~	~~54,710~~
~~12,13,14~~	~~8~~	~~11~~	~~56,709~~
	~~---~~	~~12~~	~~59,252~~

~~15+~~	~~9~~	~~13~~	~~61,796~~

~~APPENDIX A-5~~

~~SCHOOL NURSES' SALARY SCHEDULE~~
~~Effective on August 31, 2012~~
~~(No Step Advancement)~~

~~Credited Years of Experience~~	~~Old Step~~	~~New Step~~	~~BA~~
~~0~~	~~---~~	~~0~~	~~37,320~~
~~1~~	~~1~~	~~1~~	~~38,403~~
~~2,3,4,5~~	~~2~~	~~2~~	~~40,074~~
~~6~~	~~3~~	~~3~~	~~41,582~~
~~7,8~~	~~4~~	~~4~~	~~43,113~~
~~9~~	~~5~~	~~5~~	~~44,712~~
~~10~~	~~---~~	~~6~~	~~46,712~~
	~~6~~	~~7~~	~~48,711~~
~~11~~	~~---~~	~~8~~	~~50,711~~
	~~7~~	~~9~~	~~52,710~~
~~12~~	~~---~~	~~10~~	~~54,710~~
	~~8~~	~~11~~	~~56,709~~
~~13,14,15~~	~~---~~	~~12~~	~~59,252~~
	~~9~~	~~13~~	~~61,796~~
~~16+~~	~~---~~	~~14~~	~~63,032~~

~~APPENDIX A-6~~
~~SCHOOL NURSES' SALARY SCHEDULE~~
~~Effective on on the 90th day of the 2012-2013 School Year~~
~~(No Step Advancement)~~

~~Credited Years of Experience~~	~~Old Step~~	~~New Step~~	~~BA~~
~~0~~	~~---~~	~~0~~	~~38,498~~
~~1~~	~~1~~	~~1~~	~~39,616~~
~~2~~	~~2~~	~~2~~	~~41,339~~
~~3,4,5,6~~	~~3~~	~~3~~	~~42,895~~
~~7~~	~~4~~	~~4~~	~~44,474~~
~~8,9~~	~~5~~	~~5~~	~~46,124~~
~~10~~	~~---~~	~~6~~	~~48,187~~
~~11~~	~~6~~	~~7~~	~~50,250~~
-	~~---~~	~~8~~	~~52,312~~
~~12~~	~~7~~	~~9~~	~~54,374~~
-	~~---~~	~~10~~	~~56,437~~
~~13~~	~~8~~	~~11~~	~~58,500~~
-	~~---~~	~~12~~	~~61,124~~
~~14,15,16~~	~~9~~	~~13~~	~~63,747~~
-	~~---~~	~~14~~	~~65,022~~
~~17+~~	~~---~~	~~15~~	~~66,322~~

APPENDIX B

Differential for Special Education Teachers

Special education teachers currently receiving a $250 differential will continue to receive the differential provided they remain in the designated area "Special Education". Teachers hired after the date of the signing of this Agreement and teachers previously receiving the differential who change their designated area will not receive such differential.

APPENDIX C

Differential for Head Teachers and Department Chairpersons

Head Teachers and Department Chairpersons shall receive, in addition to their basic salary, a differential based on the number of teachers within their department in accordance with the following scale:

Number of Teachers	
1-8	$1500
9 or more	$1800

APPENDIX D

CO-CURRICULAR ADVISORS

~~Effective with the 2008-09 school year there shall be a 2% experience differential provided that the advisor served in the co-curricular activity in the 2007-08 school year. In 2009-10 there shall be another 2% experience differential for those that served in the co-curricular position in the 2007-08 school year or the 2008-09 school year.~~

High School Yearbook		$1,497
High School Yearbook, Assistant		702
High School Student Council		1,145
Senior Class Advisor (North)		1,697
Senior Class, Asst. Advisor (North)		749
Junior Class Advisor (North)		749
Sophomore Class Advisor (North)		749
Freshman Class Advisor (North)		749
Class Advisor/Asst. Senior Class Advisor (South)		939
High School Debate Coach		1,597
High School Speech Coach		899
High School Band Director		2,575
High School Chorale Director		1,697
High School Play Director		1,497
High School Drama Coach		1,347
High School Newspaper		1,497
High School Newspaper, Assistant		899
Granite State Challenge		325
MS Band Director	each	500
MS Chorale Director	each	500
MS School Play Director	each	702
——MS Literary Magazine Advisor	each	702
——MS Debate and Speech Coach	each	702
MS Student Council/ ——Advisor	each	702
Elm Street MS ——Audio Visual Coordinator		1,497
FMS/PMS Audio Visual Coordinators		749
FIRST Advisor		1,699
FIRST Assistant Advisor		899
Tattler Advisor		1,145.
Tattler Assistant Advisor		899
National Honor Society		1,497

The Union agrees that the Board has, in its sole discretion, the right to continue or discontinue any of the above positions in whole or in part. It also reserves the right to approve new positions as it deems necessary.

Co-curricular advisors who are receiving experience differentials for working in the 2007-2008 and 2008-2009 school years will retain those differentials during the term of this contract.

APPENDIX E

COACHES

	BASE SALARY
FALL SPORTS	
Athletic Equip. Mgr.	$3,911
Athletic Trainer	3,911
MS Intramurals – Each	3,000
CROSS COUNTRY:	
Boys' Coach	2,027
Girls' Coach	2,027
MS Boys' Coach	1,067
MS Girls' Coach	1,067
FOOTBALL:	
Varsity	4,731
Asst. Varsity	2,929
Asst. Varsity	2,929
Jr. Varsity	2,537
Jr. Varsity Asst.	1,915
Freshman Coach	2,086
Freshman Asst. Coach	1,408
MS Head Coach	2,086
MS Asst. Coach	1,408
GOLF:	1,689
HOCKEY, FIELD:	
Varsity	1,689
Asst. Varsity	1,240
SOCCER-BOYS:	
Varsity	2,199
Asst. Varsity	1,352
SOCCER-GIRLS:	
Varsity	2,199
Asst. Varsity	1,352
SOCCER – MS	
Boys' Coach	1,067
Girls' Coach	1,067
SWIMMING-GIRLS:	
Varsity	2,085
Asst. Varsity	1,352
VOLLEYBALL:	
Varsity	2,027
Jr. Varsity	1,409
MS Girls' Coach	1,067

WINTER SPORTS

BASKETBALL:	
Varsity - Boys	$3,830
Jr. Varsity - Boys	2,199
Varsity - Girls	3,830
Jr. Varsity - Girls	2,199
Freshman – Boys	1,697
Freshman – Girls	1,697
MS Boys' Coach	1,697
MS Girls' Coach	1,697
GYMNASTICS:	
Boys	1,689
Girls	1,689
HOCKEY - ICE:	
Varsity	3,099
Asst. Varsity	1,858
SKIING - BOYS' AND GIRLS':	
Varsity	2,199
Asst. Varsity	1,579
SWIMMING - BOYS':	
Varsity	2,085
Asst. Varsity	1,352
TRACK, WINTER:	
Boys' Varsity	1,858
Boys' Asst. Varsity	1,352
Girls' Varsity	1,858
Girls' Asst. Varsity	1,352
WRESTLING:	
Varsity	2,873
Jr. Varsity	1,409

SPRING SPORTS

BASEBALL:		
Varsity		$2,422
Jr. Varsity		1,858
Freshman		1,602
MS Coach		1,602
LACROSSE:		
Boys Varsity		2,199
Girls Varsity		2,199
SOFTBALL:		
Varsity		2,422
Jr. Varsity		1,858
Freshman		1,602
MS Coach		1,602
TENNIS:		
Boys		1,973
Girls		1,973
TRACK, SPRING:		
Boys' Varsity		2,367
Boys' Asst. Varsity		1,352
Girls' Varsity		2,367
Girls' Asst. Varsity		1,352
MS Boys' Coach		1,352
MS Girls' Coach		1,352
CHEERLEADERS		
High School - Varsity		$1,299
High School - Jr. Varsity		788
High School - Hockey		788
MS Cheerleader	each	788

Experience differential: Additional 2% for each year of coaching experience to a maximum of 15 years' experience.

The Union agrees that the Board has, in its sole discretion, the right to continue or discontinue any of the above positions in whole or in part. The Board agrees that vacancies in coaching positions shall be posted. If there are no qualified candidates within the Bargaining Unit, the Board may hire any other candidate provided, however, that the above salaries shall apply.

APPENDIX F

PAYROLL DEDUCTION AUTHORIZATION

_____

Last Name_____ First _____ M.I._____

Effective Date_____ Social Security Number_____

Address _____

School_____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Nashua Teachers' Union, Local 1044, AFT, NHFT, AFL-CIO, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th, or at such time as a qualifying event including but not limited to an effective date of retirement or resignation.

Member Signature:_____ Date:_____

STATUS: Part-Time_____ Continuing Sub_____

Title I_____ Regular (contract)_____

Federally Funded_____ School Nurse_____

School Psychologist_____

Return this form to:

Nashua Teachers' Union
7C Taggart Dr.
Nashua, NH 03060

Dues, contributions or gifts to the Nashua Teachers' Union are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Nashua Teachers' Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

APPENDIX F-1

AGENCY FEE AUTHORIZATION

TO NASHUA BOARD OF EDUJCATION:

Effective _____, I hereby request and authourize you to deduct an agency fee from my earnings with the next paycheck and continuing in equal installments in an amount certified bv the UNION as set by the membership in accordance with the provisions of the Constitution of the Nashua Teachers' Union. This amount shall be paid to the Financial Secretary-Treasure of the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO.

_____ _____

EMPLOYEE'S NAME (PLEASE PRINT) SOCIAL SECURITY NUMBER

_____

ADDRESS (Street, City, State and Zip)

_____ _____

HOME PHONE SCHOOL

_____ _____

EMPLOYEE'S SIGNATURE DEPARTMENT/POSITION

Please return this form to: Nashua Teachers' Union, 7C Taggart Drive, Nashua, NH 03060

APPENDIX G

INSURANCE DEDUCTION AUTHORIZATION

_____

Last Name_____ First _____ M.I._____

Effective Date_____ Social Security Number_____

Address _____

School_____

Amount to be deducted each pay-period: $ _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Nashua Teachers' Union, Local 1044, AFT, NHFT, AFL-CIO, to deduct from my salary and transmit to said organization, monies for insurance premiums. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefore. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing or modified through the issuance of another authorization between September 1st and September 15th of any given year or at such time as a qualifying event including but not limited to an effective date of retirement, termination or resignation..

Member Signature:_____ Date:_____

STATUS: Part-Time_____ Continuing Sub_____

Title I_____ Regular (contract)_____

Federally Funded_____ School Nurse_____

School Psychologist_____

Return this form to:

Nashua Teachers' Union
7C Taggart Dr.
Nashua, NH 03060

APPENDIX H

Designated Areas

Architecture and Construction
Arts, Audio-Visual Technology and Communications
Blind and Vision Disabilities
Childhood Development and Education
Comprehensive Business Education
Comprehensive Family and Consumer Science
Comprehensive Marketing Education
Comprehensive Technology Education
Culinary
Deaf and Hearing Disabilities
Early Childhood - Nursery to Grade 3
Early Childhood Special Ed Nursery to Grade 3
Education Technology Integrator
Elementary Education Kindergarten -Grade 6 with elementary education HQT status
Engineering
English /Literacy (including middle school certification)
ESL; English for Speakers of Other Languages
Foreign Language by certification (subject to being HQT and having taught one year in the last five years)
Guidance/School Counselor
Health Education
Health Science
Hospitality and Tourism
Human Services
Library Media Specialist
Manufacturing
Mathematics (including middle school certification)
Music Education
Physical Education
Reading and Writing Specialist
School Nurse
School Psychologist
School Social Worker
Science by certification in specific subjects (including middle school science as a subject area)
Science, Technology, Engineering and Mathematics
Social Studies (including middle school certification)
Special Education (including categorical areas requiring general or early childhood special education)
Speech Language Pathologist or Speech Specialist
Visual Art Education

~~K-III~~
~~R-VI~~
~~Library/Media~~
~~Speech/Language/Hearing~~
~~Art~~
~~Music~~
~~Special Education (including but not limited to the former designations of learning disabilities, resource room, and special needs)~~
~~Physical Education~~
~~Health~~
~~Foreign Languages by certification (Subject to being qualified and having taught specific language a minimum of one year in the preceding five years)~~
~~Social Studies~~

~~English/Reading - Secondary (Subject to certification)~~
~~Math~~
~~Science (Subject to certification appropriate to specific subjects)~~
~~Reading - Elementary~~
~~Business Education and Distributive Education~~
~~Visually handicapped~~
~~Home Economics - General~~
~~Home Economics - Vocational - Culinary Arts~~
~~Home Economics - Vocational - Health Occupations~~
~~Home Economics - Vocational - Exploring Childhood/Careers in Child Care~~
~~Industrial Arts~~
~~Guidance~~
~~Trade & Industry by specific subject areas~~
~~English-As-Second Language~~
~~Testing~~
~~School Nurse~~
~~School Psychologist~~
~~Social Worker~~
~~Gifted and talented~~

Sidebar Agreement

RATIFICATION / APPROVAL PROCESS

AND, APPLICATION OF BENEFITS

The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Board of Education's ratification of their Agreement is subject to Aldermanic approval of the cost thereof and Aldermanic appropriation of sufficient funds in addition to those contained in the City of Nashua FY ~~2012~~ 2014 approved budget for the school department payroll accounts for employees covered under the said Agreement, school department escrow, and City salary contingency account allocated for employees covered under said Agreement, and the transfer of all of said funds to the Board of Education thereby permitting it to fund the referenced Agreement. Failing such appropriation and transfer, the Agreement shall be null and void and the parties shall continue to negotiate a successor agreement as provided by law.

Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
Robert Hallowell, President	Robert Sherman, President
Steven Haas, Clerk	Judith Loftus, Secretary

~~SIDEBAR AGREEMENT ON TERMINATIONS RELATED TO AGENCY FEE~~

~~The Nashua Teachers' Union agrees that the provisions related to agency fee as contained in Article 12 shall not be interpreted or enforced so as to require the Nashua School District to terminate an employee for non-payment of an agency fee. The Nashua Teachers' Union further agrees that the agency fee provision does not create a legal obligation on the part of the School District to terminate any employee.~~

~~Date~~ ~~Date~~

~~NASHUA BOARD OF EDUCATION~~ ~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~

~~Robert Hallowell, President~~ ~~Robert Sherman, President~~

~~Steven Haas, Clerk~~ ~~Judith Loftus, Secretary~~

~~SIDEBAR AGREEMENT ON "TUITION" FOR MASSACHUSETTS STATE UNIVERSITY SYSTEM SCHOOLS~~

~~Due to changes in the Massachusetts State University System's billing procedures which breaks down what had been previously designated as tuition into tuition and certain other fees, the parties mutually agree that:~~

~~For the purpose of determining "tuition" as contained in Article 5:8 Course Tuition Reimbursement of the Agreement between the parties, "tuition" for Massachusetts State University System schools will be deemed to include 1) what is specifically identified as tuition and 2) what is variously identified as "college fee", "operating fee", "academic/curriculum fee", "local tuition fee ", "college service fee", "general college fee", "general purpose fee", "educational services fee", "general education fee", "one fee concept", "emergency fee", "general fee", "campus support fee", "all college fee", or "merged fees".~~

~~This sidebar applies to Massachusetts State University System schools only.~~

~~Date~~ ~~Date~~

~~NASHUA BOARD OF EDUCATION~~ ~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~

~~Robert Hallowell, President~~ ~~Robert Sherman, President~~

~~Steven Haas, Clerk~~ ~~Judith Loftus, Secretary~~

~~SIDEBAR AGREEMENT ON UNION PRESIDENT'S ENROLLMENT IN DENTAL PROGRAM~~

~~The Nashua Board of Education will not object to the Union President, at the President's expense, maintaining enrollment for the first two years of a leave of absence in the dental program administered by the Nashua Teachers' Union. The maintenance of such enrollment is contingent on the permission of the Union, as the administrator, and the insurance carrier. The Nashua Board of Education shall have no liability for said enrollment or lack thereof.~~

~~Date~~	~~Date~~
~~NASHUA BOARD OF EDUCATION~~	**~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~**
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

~~SIDEBAR AGREEMENT ON AUDIT OF DENTAL FUND~~

~~The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Dental Fund as contained in the Collective Bargaining Agreement between the parties will be audited. The Nashua Board of Education will bear all costs of the audit and will select the auditor.~~

~~Date~~	~~Date~~
~~NASHUA BOARD OF EDUCATION~~	~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

SIDEBAR ON CONTINUATION OF LABOR/MANAGEMENT COMMITTEE

The Nashua Board of Education and the Nashua Teachers' Union mutually agree to continue the Labor/Management Committee to study the various insurance benefits offered by the City including but not limited to health, life and dental coverage. Committee members shall be appointed by the respective parties.

Representatives from other Unions and the City may be invited to participate on a voluntary basis.

_____	_____
Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
_____	_____
Robert Hallowell, President	Robert Sherman, President
_____	_____
Steven Haas, Clerk	Judith Loftus, Secretary

SIDEBAR (LABOR-MANAGEMENT COMMITTEE: USE OF MEETING TIME)

The Nashua Teachers' Union and the Nashua Board of Education mutually agree to establish a Joint Labor-Management Committee to consult in good faith and meet at least quarterly to assess the productivity and the effectiveness of the meetings conducted pursuant to Section 8:2 D. This Committee shall also be utilized to discuss other contractual issues as may be mutually agreed upon.

Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
Robert Hallowell, President	Robert Sherman, President
Steven Haas, Clerk	Judith Loftus, Secretary

~~PLANNING PERIODS & TEACHING LOAD-CLASS SIZE FOR SCHOOL PSYCHOLOGISTS & NURSES~~

~~The Nashua Board of Education and the Nashua Teacher's Union mutually agree that the practices with respect to planning periods and teaching load-class size for school psychologists and school nurses in effect as of August 30, 1994 will remain in effect.~~

~~DATE~~ _____

~~NASHUA BOARD OF EDUCATION~~	~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

~~PLANNING TIME FOR KINDERGARTEN TEACHERS~~

~~The Nashua Board of Education and the Nashua Teacher's Union mutually agree that the practice with respect to planning time for kindergarten teachers in effect as of August 30, 1994 will remain in effect.~~

~~DATE:~~ _____

~~NASHUA BOARD OF EDUCATION~~	~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

~~PAYMENT OF HEALTH INSURANCE BENEFITS FOR RETIREES~~

~~The Nashua Teacher's Union and the Nashua Board of Education mutually agree to use their best efforts to have legislation passed providing health insurance benefits for teacher retirees funded by the State.~~

~~In the event such legislation is not passed, at the Union's option, teachers retiring after June 30, 1991 who have 20 or more years service with the Nashua School District and who are actually receiving retirement benefits under the provisions of the New Hampshire Retirement System will have a portion of their health insurance premiums paid according to the following: The Union will contribute from its dental coverage funds 10% of the premium plus 1.5% of the premium for each year in excess of 20 years service to a maximum of 30 years (maximum contribution, 25%). The Board will make a matching contribution. Such contributions will cease when the retiree is eligible for Medicare coverage.~~

~~DATE: _____~~

~~NASHUA BOARD OF EDUCATION~~	~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

SIDEBAR – SIXTH GRADE CONSIDERED SECONDARY

The Nashua Board of Education (BOE) and the Nashua Teacher's Union (NTU) mutually agree that present language in the Master Agreement be modified to reflect changes in the configuration of the Nashua School System.

The Nashua Board of Education and the Nashua Teacher's Union agree that in every instance in the Master Agreement in which the term "Junior High" is stated it is understood that the term "Middle School" replaces it. It is further understood and agreed that where the term "Middle School" applies it will include and be limited to include teachers of grades 6, 7, and 8. It is understood and agreed that where the term "Elementary school" applies it will include and be limited to teachers in grades K through 5 or R through 5. It is understood and agreed that where the term "Senior High" applies it will include and be limited to the teachers of grade 9 through 12. It is also understood and agreed that grades 6 through 12 shall be considered as "Secondary Grades."

It is understood and agreed that these changes will be incorporated into the successor agreement between the Nashua Board of Education and Unit "A" of the Nashua Teachers Union. However, nothing shall prevent the BOE or the NTU from negotiating changes to this language in the normal course of collective bargaining for the successor to the 2003-2006 Master Agreement.

The NTU agrees that the Memorandum of Understanding is a full settlement of the issues presented in the grievance and the NTU will not be seeking monetary compensation for the extension of the work day.

DATE: _____

NASHUA BOARD OF EDUCATION

_____
Robert Hallowell, President

_____
Steven Haas, Clerk

NASHUA TEACHERS' UNION
LOCAL 1044 AFL-CIO

_____
Robert Sherman, President

_____
Judith Loftus, Secretary

~~SIDEBAR – CLASS-SIZE OVERAGE FORMULA~~

~~Article 8.4.D.4 and Article 8.4.D.6 shall be interpreted and implemented as follows: The overage formula provided in Article 8.4.D.6 shall be paid for any overage experienced between the first day of school in September and October 1, provided that the overage(s) during that period continue beyond October 1.~~

~~DATE: _____~~

~~NASHUA BOARD OF EDUCATION~~

~~_____~~
~~Robert Hallowell, President~~

~~_____~~
~~Steven Haas, Clerk~~

~~NASHUA TEACHERS' UNION~~
~~LOCAL 1044 AFL-CIO~~

~~_____~~
~~Robert Sherman, President~~

~~_____~~
~~Judith Loftus, Secretary~~

~~SIDEBAR – MEMBERSHIP ON THE PROFESSIONAL DEVELOPMENT MASTER PLAN COMMITTEE~~

~~The membership of the Professional Develop Master Plan Committee shall include an equal number of teachers appointed by the Nashua Teachers' Union and representatives appointed by the Superintendent of Schools. The Superintendent's appointments may include administrators, teachers, a parent/community member(s), a paraprofessional(s), and a member of the Nashua Board of Education.~~

~~These membership requirements shall expire on August 31, 2013.~~

~~DATE:~~ _____

~~NASHUA BOARD OF EDUCATION~~	~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~
_____	_____
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
_____	_____
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

Appendix I
MOU/Negotiation Language

The Nashua Board of Education and the Nashua Teachers' Union, AFT Local 1044, hereby agree to the following:

1. The Nashua Board of Education shall grant a leave of absence with pay for a member of the bargaining unit elected to serve as the President of the Nashua Teachers' Union for the duration of the President's term(s) of office.

2. The leave shall commence with the effective date of the term of office for the President provided the NTU gives written notice of at least thirty (30) days prior to the commencement of each term of office.

3. During such leave of absence with pay, the President shall continue to receive and retain all of his/her wages, including step and track movement, if eligible, rights, benefits including but not limited to medical and dental insurance, NH Retirement System, and seniority as a member of the NTU bargaining unit except that all sick leave accumulation shall be frozen for the duration of the leave of absence. Upon returning from leave of absence, the President shall resume earning sick leave in accordance with the collective bargaining agreement. The Nashua Teachers' Union shall be solely responsible for any additional compensation and benefits provided by the Union in addition to those provided by the Nashua School District under the collective bargaining agreement.

4. The Nashua Teachers' Union agrees to reimburse the Nashua School District for the full cost of the wages and benefits for the President, and to indemnify the District against any and all liabilities associated with the leave of absence, including but not limited to workers' compensation. The method and manner of reimbursement shall be agreed between the parties to meet the administrative needs of the District.

5. The parties agree that this Memorandum of Understanding may be the subject of negotiations for a successor agreement but shall continue in full force and effect in subsequent collective bargaining agreements unless modified in writing by the parties.

DATE: _____

NASHUA BOARD OF EDUCATION

_____
Robert Hallowell, President

_____
Steven Haas, Clerk

NASHUA TEACHERS' UNION
LOCAL 1044 AFL-CIO

_____
Robert Sherman, President

_____
Judith Loftus, Secretary

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA TEACHERS' UNION

LOCAL 1044 AFT, AFL-CIO

September 1, 2013

through

August 31, 2016

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AGREEMENT

AGREEMENT made between the NASHUA BOARD OF EDUCATION (hereinafter called the "BOARD") and the NASHUA TEACHERS' UNION, LOCAL 1044, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter called the "UNION").

ARTICLE I

Recognition

1:1 The BOARD recognizes the Nashua Teachers' Union as the exclusive representative for the purpose of collective bargaining concerning wages, hours and other terms and conditions of employment of all teachers who work a regular schedule of at least 50% or more duty hours per week (as defined by the number of hours teachers are required to work commencing with the arrival of students and ending at the end of the student day but excluding the teacher lunch period) of full time teachers in their grade level (i.e., elementary or secondary), including teachers who are under Annual, Partial-year, Title I teachers, Part-time teachers, and Continuing Substitute teachers, employed by the BOARD as included herein:

TEACHERS
SPEECH LANGUAGE PATHOLOGISTS
GUIDANCE/SCHOOL COUNSELORS
READING CONSULTANTS
DEPARTMENT CHAIRPERSONS
SPECIALISTS
LIBRARIANS
PEER COACHES
HEAD TEACHERS
SCHOOL NURSES
SCHOOL PSYCHOLOGISTS
SOCIAL WORKERS
TEACHER TEAM FACILITATORS
IN-HOUSE SUSPENSION TEACHERS

and excluding all other employees.

1:2 The UNION agrees to represent equally all teachers without regard to membership in the UNION.

1:3 Commencing with the date of their appointment as a continuing substitute all Continuing Substitute teachers shall be covered by all provisions of this Agreement, in accordance with the limitations stated therein, with the exception of the following contract provisions:

Article 6:2	Sick Leave Bank
6:10	Extended Leaves
6:11	Sabbatical Leave
7:1	Notification of Re-Employment
7:2	Notification of Assignment
7:7	Seniority
7:8	Reduction in Staff
7:9	Recall
10	Transfers, Vacancies and Promotions

1:4 All Title I teachers included in the bargaining unit who have a work day or work year less than the work day or work year of a contract teacher, shall be covered by all provisions of this Agreement, in accordance with the limitations stated therein, with the exception of the following contract provisions:

Article 4:8	Longevity
*5:1	Workers' Compensation and Pension (Pension portion only)
5:3	Health Insurance
5:6	Continuation of Insurance
8:1A.1,.2,.3.	School Year/School Calendar
8:2	School Day
8:3	Planning Periods
8:4	Teaching Load/Class Size
IX**	Transfers, Vacancies and Promotions

- Nothing in this Agreement shall be construed to affect the right of the above Title I teachers to become a member of the New Hampshire Retirement System. The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of any of the above Title I teachers unless the enrollment of those teachers in the System is mandated by the System or by other provisions of State law.

** With the exception of those portions of subsections 9:1 through 9:6 applicable to the transfer rights of Title I teachers to Title I positions within their designated area.

1:5 All Part-Time teachers included in the bargaining unit shall be covered by all provisions of this Agreement, in accordance with the limitations stated therein, with the exception of the following contract provisions:

Article 4:8	Longevity
*5:1	Workers' Compensation and Pension (Pension portion only)
5	
6:2	Sick Leave Bank
8:2	School Day
8:3	Planning Periods

*Nothing in this Agreement shall be construed to affect the right of any Part-Time teacher to become a member of the New Hampshire Retirement System. The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of any Part-Time teacher unless the enrollment of that teacher in the System is mandated by the System or by other provisions of State law.

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

2:3 The term "Teacher", as used in this Agreement, means a person employed by the BOARD who is part of the Unit as described in ARTICLE I.

2:4 The term "Department Chairperson", as used in this Agreement, means a teacher with single building responsibility and supervision.

2:5 The term "Teachers' Union Representative", as used in this Agreement, means a Teacher Union Building Representative or the alternate UNION designee who shall be part of the Unit as defined in ARTICLE I.

2:6 The term "allied fields" shall mean a closely related subject to that in which the teacher's previous experience occurred.

2:7 Whenever the singular is used in this Agreement, it is to include the plural where the context clearly so indicates.

2:8 The term "service", as used in this Agreement, shall mean time when the teacher is actually engaged in teaching, together with any authorized paid leave granted pursuant to this Agreement.

2:9 A regular "School Nurse" is a Registered Nurse licensed by the State of New Hampshire employed in said capacity to fill an approved budgeted School Nurse position which is not temporary or as provided in Article 9:9B.

2:10 A "Continuing Substitute School Nurse" is a Registered Nurse licensed by the State of New Hampshire employed in said capacity to fill a School Nurse position temporarily vacant due to an approved extended leave of absence, or to fill a permanently vacant position as provided in Article 9:9.

2:11 A "Temporary School Nurse" is a Registered Nurse licensed by the State of New Hampshire employed to fill a Temporary School Nurse position that is expected to be of limited duration.

2:12 A designated area is composed of all teachers currently teaching in a subject area. These teachers must teach in that subject for the greater portion of their regular work day as referenced in Appendix H.

2:13 The term "Master Plan", as used in this agreement, refers to the professional development master plan required by the New Hampshire Department of Education and approved by the Nashua Board of Education.

ARTICLE III

Grievance Procedure

Grievance and Arbitration Procedures

3:1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve:

A. An alleged violation of a term or provision of the existing contract.

B. A grievance otherwise arising out of the employer-employee relationship involving wages, hours or other terms or conditions of employment.

All such grievances will be handled as provided in this Article.

3:2 No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below or the grievance will be considered settled on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration.

3:3 All grievances over which a principal has no jurisdiction shall be submitted directly to the Superintendent within thirty (30) school days after the aggrieved party knows, or should have known, of the act or condition on which the grievance is based. Submission at any level within that thirty (30) school day period shall establish the timeliness of the grievance.

3:4 **Step 1.**

Any teacher who has a grievance shall, with or without the Union Representative, discuss it first with the Principal in an attempt to resolve the matter at that level.

3:5 **Step 2.**

If the grievance is not settled within ten (10) school days after presentation at Step 1, the aggrieved party shall, within ten (10) school days thereafter set forth the grievance in writing to the Principal specifying:

(a) The specific nature of the grievance and date it occurred.

(b) The provision(s) of this Agreement which is alleged to have been violated.

(c) The nature and extent of the injury, loss or inconvenience.

(d) The results of previous discussions.

(e) The basis for dissatisfaction with the decisions previously rendered.

(f) The remedy which is desired.

The grievance shall be signed by the aggrieved teacher and Union Representative before being presented to the Principal in Step 2.

3:6 If the grievance is not received in writing by the Principal in Step 2 within thirty (30) school days after the aggrieved party knows, or should have known, of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.

The Principal shall act upon the grievance within five (5) school days after receipt at Step 2 and shall communicate a decision in writing to the UNION.

3:7 **Step 3.**

If the issue is not resolved after Step 2, the grievance shall, within five (5) school days after receipt of the Principal's decision be submitted to the Superintendent of Schools. The Superintendent shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate a decision in writing.

3:8 **Step 4.**

The UNION, no later than ten (10) school days after receipt of the Superintendent's decision, may appeal the Superintendent's decision to the School BOARD. The appeal to the BOARD must be made in writing reciting the matter submitted to the Superintendent and the basis for dissatisfaction with the decision rendered by the Superintendent. The BOARD shall act upon the Appeal within a period not to exceed fifteen (15) school days. The BOARD shall communicate its decision in writing to the UNION.

3:9 Failure at any step of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:10 It is understood that teachers shall, during and notwithstanding, the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the BOARD until such grievance and any effect thereof shall have been fully determined.

Rights of Teachers to Representation

3:11 Aggrieved persons may be represented at all stages of the grievance procedure by themselves and by a representative selected or approved by the Nashua Teachers' Union.

3:12 When a grievant in Step 1 is not represented by the Nashua Teachers' Union in the processing of a grievance, the Nashua Teachers' Union shall at the time of submission of the grievance at Step 2 have the right to be present and present its position in writing at all meetings with the grievant held concerning the grievance and shall receive a copy of decisions rendered.

Arbitration

3:13 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 UNION may submit such grievance to arbitration by giving written notice thereof to the BOARD no later than two (2) weeks after the completion of Step 4. The grievance shall be considered as having been settled in Step 4 unless it is so submitted to arbitration within such time limit.

3:14 The choice of the Arbitrator shall be by agreement of the parties. However, if such agreement has not been reached within one (1) week after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the UNION to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining, of said Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement.

3:15 Each grievance shall be separately processed in any arbitration proceeding under this Article.

3:16 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

3:17 The Arbitrator selected will confer with representatives of the BOARD and the UNION. The arbitrator will set forth findings in writing, and submit them to the BOARD and the UNION.

3:18 The operation of this grievance and arbitration agreement shall be subject to the provisions of Chapter 542 of the New Hampshire Revised Statutes Annotated.

3:19 If Chapter 542 should be held by the Supreme Court of New Hampshire to be inapplicable to employees in this bargaining unit, this article of the contract shall be renegotiated.

School Board Grievances

3:20 The School Board and its representatives (including the Superintendent, but excluding any other administrator) shall be entitled to file grievances against the UNION and its representatives involving the interpretation or application of a specific provision of this Agreement. Said grievance shall be submitted in writing to the UNION.

3:21 If said grievances cannot be resolved between the BOARD and the UNION, the BOARD shall be entitled to submit them to arbitration. It shall give the UNION written notice thereof not later than two (2) weeks following the date when it has been determined that the grievance cannot be settled or resolved. If said notice is not given within the required time, the grievance will be considered as waived.

3:22 If the grievance is not received by the UNION within thirty (30) days after the BOARD knows, or should have known, of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.

3:23 Released Time

Any teacher who has filed a grievance in accordance with the provisions of this contract will be granted released time as needed without loss of pay or loss of personal days for attendance at required grievance

and/or arbitration hearings. The same privilege shall be granted to one UNION representative who attends said hearing with the teacher.

ARTICLE IV

Salary and Rates of Pay

4:1 Basic Salary Schedule

The salaries and differentials of the members of the Unit defined in Article I are set forth in Appendices A-l through A-6; B; C; D; and E which are attached to and made part of this Agreement. The agreed upon salary schedules shall be implemented, including payment of all incremental increases, as follows; Schedule A-1 will be implemented September 1, 2013 and employees will not be moved any increments; Schedule A-2 will be implemented on October 1st of the 2014-2015 school year and employees will be moved one increment; Schedule A-3 will be implemented on October 1st of the 2015-2016 school year and employees will be moved one increment.

No employee hired after the ratification of this agreement shall be placed on the salary scale above any employee with equivalent experience who was hired after September 1, 2013.

4:2 Placement on the Salary Schedule

A. Subject to the Superintendent's approval and recommendation:

Teachers, other than school nurses and school psychologists, shall be granted full credit for all prior teaching experience after the receipt of their Bachelor's Degree provided that such experience is current and in the same or an allied field.

School nurses shall be granted full credit for all prior school nursing experience and one-half (1/2) credit (rounded to the nearest whole number) for all other nursing experience related to children of public school age, provided such experience is current. No credit will be given for experience prior to the receipt of a Registered Nurse License.

School psychologists shall be granted full credit for all prior teaching and/or psychologist experience provided that such experience is current and in the same or an allied field.

This clause shall not be applied retroactively in that present service, as determined, shall be deemed as final.

B. Service as a teacher of at least ninety (90) school days within a previous school year is required for the period to count toward a step on the salary schedule.

C. Teachers shall be notified during the first full week of school of their Step on the Salary Schedule and their salary for the current school year.

4:3 Anniversary Date

For purposes of salary payment, members of the defined Unit who have ninety days service under 4:2B will advance a Step on the salary schedule as provided by the terms of this Agreement on the date as determined in Section 4.1 for each year of this Agreement upon the recommendation of the Superintendent of Schools.

4:4 Increments for Advanced Credit

Requests by individual teachers, excluding school nurses, for advanced credit placement shall be granted by the Superintendent upon submission of satisfactory evidence of the completion of all requirements for

such credit. Teachers must make requests in writing accompanied by a transcript by September 1 of each school year in order to obtain advanced credit placement commencing with the first workday of that work year and by February 1 of each school year in order to obtain advanced credit placement commencing with the 92nd workday of the current 184 day work year. If an official transcript is unavailable for presentation to the Superintendent by September 1, or in the case of credits to be paid after February 1, by February 1 , an affidavit from the teacher concerned will be considered as evidence of completion until a transcript is received, however, if the transcript is not received within 90 days after advanced credit placement is granted, all increased payments shall stop and the right to increased pay for the credits granted shall be deferred until the next adjustment date after the transcript is received. The BOARD shall have the right to take all steps allowed by law, including recoupment or set-off of previously paid amounts, to recover overpayments made. Credit shall be given only for courses at an accredited college or university which are allied to the teacher's profession or which are required in connection with an advanced degree program allied to the teacher's profession.

4:5 Method and Time of Salary Payment

Regular teachers shall have the following options for receiving their paychecks:

Option A: Twenty-six (26) equal biweekly installments, starting no later than the second week of the school year.

Option B: Twenty-six (26) equal biweekly installments, starting no later then the second week of the school year, with a final lump sum payment in June of all installments remaining unpaid at the close of the school year.

Option C: Twenty-two (22) equal biweekly installments, starting no later than the second week of the school year.

Each teacher shall be required to choose one of the above options for each succeeding year on June 15, or on the date of hire. The choice made shall be irrevocable for the year of choice. Payroll deduction arrangements to cover summer leave obligations shall be standardized by the District for each group of optionees.

The BOARD shall have the right to fix the day of the week paychecks shall be distributed to coincide with the requirements of the city's payroll processing system. Paychecks shall be distributed to personnel in individual envelopes. The District may institute delivery of direct deposit slips by electronic means, subject to requirements of state law.

If a teacher leaves or dies during the school year, the teacher or the teacher's estate shall be entitled to a prorated share of the teacher's contract salary based on the period of service in days in relation to the number of days schools are in session during the school year, minus the compensation already paid.

4:6 Method And Time Of Payment For Advisors/Coaches

A. Members of the Bargaining Unit who are advisors/coaches for co-curricular and extra-curricular activities which are for less than a full year shall be paid for that activity within at least two teacher pay periods after the activity has been satisfactorily completed.

B. Members of the Bargaining Unit who are advisors/coaches for co-curricular and extra-curricular activities which are for a full year shall be paid one half their annual compensation for that activity on the first payroll following the conclusion of each semester.

Members of the Bargaining Unit who are advisors/coaches for extra-curricular activities may, upon written request, have the option of receiving their pay for each activity in equal installments over twelve (12) teacher payroll periods commencing with the first teacher payroll period of each new school year next following the commencement of each activity, provided that if the twelve

(12) teacher payroll periods would end beyond June 30 of each school year, then this option shall not be available. The written request must be received by the Human Resources Office at least two weeks prior to the commencement of each activity for this option to be exercised.

Advisors/Coaches are listed in Appendices D and E.

4:7 Supplemental Injury Benefits

A. A member of the bargaining Unit absent from work as a result of an injury occurring during employment, and who receives weekly worker's compensation benefits shall be paid by the BOARD the difference between the teacher's normal weekly salary (including all benefits) and the amount the teacher receives as weekly worker's compensation benefits.

B. It is intended that no teacher shall receive for each week of absence more than the amount of the teacher's regular weekly salary. Any excess amounts received shall be forthwith returned to the School Board.

C. Absences under this provision shall be charged to the teacher's current and accumulated sick leave on the basis of one-half (1/2) day sick leave deducted for each day of absence.

D. This supplemental benefit shall cease upon the exhaustion of the teacher's sick leave entitlements as described above.

E. The provisions of this section shall not prevent a teacher from electing to waive the supplemental benefit from the District in which instance no sick leave days shall be deducted from the teacher's accumulated sick leave.

4:8 Longevity Payments

Longevity payments shall be made annually in January of each school year for teachers, other than school nurses, in the service of the District as of the first day of that school year, and employed by the District prior to September 1, 2014. Longevity payments shall be computed as of the first day of the school year preceding the payment date according to the following schedule:

At the beginning of fifteen (15) but less than twenty (20) years of service with the District as of September 1, $281

At the beginning of twenty (20) but less than twenty-five (25) years of service with the District as of September 1, $1,294

At the beginning of twenty-five (25) or more years of service with the District as of September 1, $1,688

Longevity payments for school nurses shall be computed as of the first day of the school year preceding the payment date at eighty percent (80%) of the applicable teacher longevity payment indicated above.

In the event a teacher leaves the employ of the District after the first day of the school year but before the January payment date, the longevity payment due for that school year will be paid with the final salary payment.

4:9 Severance Pay

A. Upon the retirement or death of a bargaining unit member in the employee of the District who has at least ten years seniority in the District, the BOARD shall pay to that employee, or the employee's estate in the case of death 1/184 of the step (of the column) on which the teacher is

paid for each day of the employee's accumulated sick leave then remaining to a maximum of 100 days. Effective with employees retiring after July 1, 2015, severance payments will be further limited to no more than forty percent (40%) of the employee's latest annual base salary.

To be eligible for the severance benefit, the employee must deliver to the Superintendent's office not later than February 1 a binding letter of retirement for the end of that contract year. The Superintendent, under extenuating circumstances, may accept a letter of retirement after February 1 without loss of severance benefits.

For the purpose of the preceding paragraphs, retirement shall be defined as and limited to only those employees who are actually receiving retirement benefits under the provisions of the New Hampshire State Retirement System.

B. Upon either the resignation of a bargaining unit member, or the retirement of a bargaining unit member who has not not met the requirements for receiving severance pay as required in article 4:9 (A), and who is employed with at least ten years seniority in the District, the BOARD shall pay to that teacher the prevailing per diem substitute teacher rate of pay or $50 whichever is more for each day of the employee's accumulated sick leave then remaining to a maximum of 121 days.

C. Upon the layoff of a bargaining unit member in the employ of the District at the time of layoff, the BOARD shall pay to that employee the prevailing per diem substitute teacher rate of pay or $50 whichever is more for each day of the employee's accumulated sick leave then remaining to a maximum of 121 days. Any employee who receives severance pay upon leave the employ of he District as a result of being laid-off, shall, in the event of rehire have the option of repaying to the District all severance leave on the date of rehire

D. Severance pay for Title I and part-time teachers and part-time school nurses shall be prorated based upon the average number of hours per week they worked in the previous three years divided by the number of work hours for a full-time teacher on their grade level (i.e., elementary or secondary).

ARTICLE V

Supplemental Benefits

5:1 Worker's Compensation and Pension

Teachers shall be covered by the provisions of the New Hampshire Workers' Compensation Act and the New Hampshire Retirement System.

5:2 Tax-sheltered Annuity

The Board of Education agrees to continue to allow teachers to take advantage of the Federal Law concerning tax-sheltered annuities.

5:3 Health Insurance

The Board shall provide upon the request of a member of the bargaining unit the benefits of an individual, two-person or family coverage under one of the following plans offered by the City, if available, or a plan providing comparable benefits, if the following plan(s) are not available:

(a) Point-of-Service Plan
(b) HMO Plan; or
(c) The Board may make additional plans available to members with benefit levels and premium cost sharing determined by the Board in its sole discretion.

For the duration of this Agreement, either party to the Agreement may request that a joint labor/management committee be convened to consider the performance of the aforementioned plans and any changes thereto.

Any member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of an HMO or Point-of-Service Plan service area may change plans within a specified period after such move to the extent permitted by the plans.

The group health insurance of any member of the bargaining unit 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 member terminates employment with the District except that the group health insurance of members of the bargaining unit terminating their employment with the District at the conclusion of the school year shall expire on September 30 unless the member elects to terminate such insurance sooner.

For eligible members the Board shall contribute 70% of the premium for option (a) and 80% of the premium for option (b).

The BOARD's contribution for part-time teachers and part-time nurses shall be based on the ratio of hours such employees are required to work to the number of hours full-time teachers at their grade level (elementary or secondary) are required to work. In addition such teachers shall be required to pay the difference between 100% and the above Board contribution rates towards the cost of the health insurance premiums for the plan such teachers select.

Title I teachers may purchase health insurance at group rates at their own expense.

All plans offered by the City 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 (waived if admitted);

(c) Two Hundred Fifty Dollars ($250.00) Per Person, Five Hundred Dollars ($500.00) Per 2 Person/Family Inpatient/Outpatient Facility Deductible; and

(d) Three Tier Pharmacy Benefit of $5/$15/$35 ($5/$30/$70 Mail Order).

Teachers retiring after June 30, 1991 who have 20 or more years service with the Nashua School District and who are actually receiving retirement benefits under the provisions of the New Hampshire Retirement System will have a portion of their health insurance premiums paid for a single plan according to the following: The Board shall pay 20% of the premium plus 3.0% of the premium for each year in excess of 20 years of service to a maximum of 30 years (maximum contribution, 50%). Such contributions will cease when the retiree is eligible for Medicare coverage.

5:4 Life Insurance

The BOARD shall provide full payment of the cost of a term group life insurance policy equal to 100% of the teacher's base salary, rounded to the nearest thousand.

5:5 Dental Coverage

A. The District will pay the dental insurance carrier directly for the dental insurance benefits as they existed on August 31, 2006. Such payment shall be equal to one hundred percent of the cost on 1-person, 2-person and family coverage. The dental insurance carrier shall provide the District with a monthly invoice of such premium costs. The District will pay the premium within twenty days of receipt of the invoice.

The administration of, and the contracting of any services required by any plan or program is the sole responsibility of and is to be performed solely by the UNION, and all benefits are to be available to unit members except as indicated in Article I. By September 1 of each year, the UNION shall submit an annual accounting to the BOARD of the expenditures of the funds allocated for the fiscal year ending June 30. The report will be submitted in a format provided by the District. Should there be a dispute between an employee and the UNION and/or the District and/or the BOARD, its agents, servants and employees relating to the dental coverage, the UNION agrees to indemnify and hold the District and/or the BOARD, its agents, servants and employees harmless in any such dispute.

The UNION agrees to track dental claims and exert its best efforts to hold premium costs to a minimum. The District and the UNION shall jointly negotiate the premiums with the carrier(s) on an annual basis.

The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Dental Fund as contained in the Collective Bargaining Agreement between the parties will be audited. The Nashua Board of Education will bear all costs of the audit and will select the auditor.

B. Effective September 1, 2015 the above section 5:5 (A) shall become null and void, and the Board shall become directly responsible for negotiating, contracting and providing dental insurance to teachers and retirees at no premium cost for a 1-person, 2-person or family plan, based on the plan the employee is eligible for and selects. The plan will have the following benefits:

Coverage for children up to age 26, with the exception of orthodontia, which is covered for children up to age 19

COVERAGE A	100%
COVERAGE B	85%
COVERAGE C	70%

Deductible per Contract Year: $0

Maximum coverage per Person per Contract Year: $2,000

Coverage D – Orthodontics 50%
Lifetime Maximum per Patient: $2000

C. The Nashua Board of Education will not object to the Union President, at the President's expense, maintaining enrollment in the dental program. The maintenance of such enrollment is contingent on the permission of the insurance carrier. The Nashua Board of Education shall have no liability for said enrollment or lack thereof.

5:6 Continuation of Insurance

Upon agreement by the respective insurance carriers, any teacher who is on authorized unpaid leave may be permitted to continue health and life insurance benefits provided by this contract at the teacher's sole expense, on condition that the teacher remits the full monthly insurance premium by check payable to the respective insurance carriers, to the District Human Resources Office no later than the 15th day of the

month preceding the month the premium is due. In the event the teacher fails to remit the premiums due, the benefits provided by this Article 5:6 shall terminate immediately without further notice to the teacher and the teacher may not be reenrolled in the group insurance plan for which the premiums were being paid until the teacher returns to active service.

5:7 Mileage Allowance

Teachers who are authorized by the appropriate Assistant Superintendent or designee to use private automobiles for school business shall be reimbursed at the IRS rate. Such travel shall be approved in advance.

5:8 Course Tuition Reimbursement

A. A teacher who is enrolled in a subject related advanced degree program at an accredited college or university, providing that said teacher has received the prior written approval of the Superintendent for enrollment in that advanced degree program, shall be reimbursed for 80% of the cost of tuition.

B. A teacher who is enrolled in a course at an accredited college or university, which course is allied to the teacher's profession or which is required in connection with an advanced degree program allied to the teacher's profession, shall also be subject to the same reimbursement as above, providing said teacher has the prior written approval of the Superintendent for enrollment in said course.

C. The tuition reimbursements set forth in Sections A, B, E and F of this Article 5:8 shall not exceed a total for all teachers of $225,000.

D. In the event that a teacher is unable to enroll in the intended course and wishes to enroll in another course, the teacher shall notify the Superintendent in writing. The Superintendent will have ten (10) school days from the date the notice is received in the Superintendent's office to review the grant of approval for reimbursement. If no action is taken by the Superintendent within ten (10) school days of the receipt of notification the course shall be reimbursed as above.

E. A teacher who is enrolled in courses required for the teacher's certification in a critical shortage area as determined by the District in its sole discretion shall be reimbursed for 80% of the cost of tuition. The same rate of reimbursement will be paid to teachers currently teaching in the critical shortage area in the District, and who enroll in courses which in the District's sole discretion will enable such teachers to become better qualified to teach in the critical shortage area in which they currently are teaching. Said teachers must receive the prior written approval of the Superintendent for enrollment in said courses to be eligible for reimbursement. For teachers seeking certification in a critical shortage area, the benefits contained under this Article 5:8E shall terminate upon certification, or after three years from the date of initial enrollment whichever occurs first. For teachers currently teaching in the critical shortage area who enroll in courses to become better qualified, the benefits contained in this Article 5:8E shall terminate at the conclusion of the course(s) for which benefits are granted.

F. A teacher who is laid off and who enrolls in a program or course for the purpose of retraining, provided said teacher has received the prior written approval of the Superintendent for enrollment in said program or course, shall be reimbursed for 80% of the cost of tuition. A teacher who is laid off and who enrolls in courses required for the teacher's certification in a critical shortage area as determined by the District in its sole discretion shall be reimbursed for 80% of the cost of tuition. Said teacher must receive the prior written approval of the Superintendent for enrollment in said courses to be eligible for reimbursement. A teacher's entitlement to the benefits contained in this Article 5:8F shall commence at the conclusion of the school year during which the teacher is notified of his/her layoff for the ensuing school year and shall remain valid until the expiration of

a two-year period thereafter, or until the teacher accepts a full-time position within or outside the District regardless of its nature, or upon certification, whichever occurs first.

G. Tuition reimbursement for Title I and part-time teachers shall be prorated according the following: The applicable tuition rate times the teacher's regularly scheduled work day/work year divided by the scheduled work day/work year of a full-time teacher on their grade level (i.e., elementary or secondary).

H. Due to changes in the Massachusetts State University System's billing procedures which breaks down what had been previously designated as tuition into tuition and certain other fees, the parties mutually agree that for the purpose of determining "tuition" as contained in this article, "tuition" for Massachusetts State University System schools will be deemed to include 1) what is specifically identified as tuition and 2) what is variously identified as "college fee", "operating fee", "academic/curriculum fee", "local tuition fee ", "college service fee", "general college fee", "general purpose fee", "educational services fee", "general education fee", "one fee concept", "emergency fee", "general fee", "campus support fee", "all college fee", or "merged fees".

5.9 Disability Insurance

The District shall make available long-term disability insurance to teachers who may purchase at their own expense.

ARTICLE VI

Leaves of Absence

6:1 Sick Leave

A. Members of the bargaining unit shall be granted an annual sick leave of eleven (11) days without loss of pay for absence caused by illness or accident of the teacher or the teacher's children who reside with the teacher. Such leave not used in the year of service shall be accumulated for use in subsequent years up to a total accumulation of 154 days plus the days due in the current year.

In case of illness or accident of the spouse or parent of the teacher necessitating the teacher's absence from work, the teacher's building principal, or Director of Special Education in the case of school psychologists, or designee may grant absence from work with sick pay up to the amount of annual and accumulated sick leave to which the teacher is entitled.

The Board agrees that a teacher shall be notified at the beginning of each school year of the number of sick days the teacher has accumulated.

B. A current statement from a physician or other appropriate medical evidence certifying the incapacitating nature of the illness or accident may be required if the absence extends beyond five (5) consecutive school days. If requested in writing, the notification shall be accompanied by a physician's statement estimating the length of the period of disability. Such estimated period of disability may be revised by submission of an updated physician's statement.

C. A teacher whose illness may reasonably be expected to extend for the duration of one or more semesters must notify the Superintendent in writing as soon as the estimated duration of the absence is reasonably known. The notification shall be accompanied by a physician's statement stating the estimated period of physical disability. Such estimated period of disability may be revised by submission of an updated physician's statement.

D. Sick leave days for teachers hired or returning from leave after the beginning of the school year shall be prorated in the ratio the number of remaining teacher work days is to 184 days. Leave

days for Title I and part-time teachers shall be prorated in the ratio their regularly scheduled work day/work year is to the scheduled work day/work year of a full-time teacher. Deductions for absences will be made in the ratio the regularly scheduled work day for the Title I or part-time teacher is to the scheduled work day of a full-time teacher.

6:2 Sick Leave Bank

Any member of the bargaining unit who elects to participate in the Sick Leave Bank must contribute one day of the member's sick leave days to the Sick Leave Bank in order to qualify for membership. Such contributions must be made within 30 calendar days of the date the person begins employment or within 30 calendar days of a call for replenishment of the bank as provided in this Article 6:2.

Whenever the number of days in the Sick Leave Bank on the first day of a new semester is less than one (1) times the number of members of the bargaining unit, the Committee shall notify all teachers within 10 calendar days. Any member of the bargaining unit who elects to continue participation in the Sick Leave Bank must contribute an additional day of the member's sick leave to the Sick Leave Bank within 30 calendar days from the date of notice. Teachers who are drawing days from the Sick Leave Bank at the time a call is made for replenishment of the bank will be continued as members of the bank. Teachers who have exhausted their current and accumulated sick leave at the time a call is made for replenishment of the bank will be continued as members of the bank provided they agree to contribute a day to the bank on the first day of the new school year next following. Teachers returning from authorized leave during the 30-day interval between the time a call is made for replenishment of the bank and the deadline for making a contribution will have 30 calendar days from the date their employment resumes to contribute to the bank. New hires and teachers returning from leave will be informed of the Sick Leave Bank by the Human Resources Office at the time of their orientation interview provided, however, that it shall be the responsibility of the teacher to report to the Human Resources Office for such orientation interview. Teachers who elect not to continue their membership in the bank may rejoin the bank by contributing one day of their accumulated sick leave to the bank within 30 calendar days of a call for replenishment of the bank as provided in this Article 6:2.

Contributing members may apply for withdrawal from the Sick Leave Bank for reasons of prolonged or continuing illness or incapacitating accident of the contributing member in accordance with the Sick Leave Bank rules. Sick Leave Bank withdrawals will begin upon depletion of accumulated sick leave.

The operation of the bank and withdrawals therefrom shall be carried out by a Committee of two (2) teachers selected by the UNION and one administrator selected by the Superintendent which shall furnish written records of deposits and withdrawals to the Superintendent. The Committee shall establish its rules and regulations and may require substantiating medical documents, and in all cases the decision(s) rendered by the Committee shall be final and binding. The total number of accumulative days in the bank shall not exceed two times the number of members of the bargaining unit.

6:3 Personal Leave

A. Teachers shall be granted a leave of absence with full pay, by the principal or his/her designee, for the following reasons up to a maximum of three (3) days in any contract year:

1. Marriage of the teacher's mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or child(ren).

2. Graduation exercise of the employee, the employee's spouse, or the employee's children.

3. Required appearance in court.

4. Observance of a nationally recognized religious holiday of the religion practiced by the teacher.

5. Personal business that cannot be accomplished outside of the school day. Personal Leave Days are not to be used for shopping, leisure activities or recreation. If the School District believes that a teacher has used a Personal Leave Day for shopping, leisure activities or recreation, the School District may seek resolution of the disputed day through the Personal Leave Committee. The Personal Leave Committee shall consist of two (2) members of the Nashua Teachers' Union and two (2) members from the Administration.

B. All leaves of absence referred to in Article 6:3 are subject to the following conditions:

1. Except in emergency situations, at least 72 hours' verbal notice shall be given in requesting a personal day through the principal or his/her designee. Lacking such notice, the absence will be considered unauthorized and the teacher's pay will be deducted at a daily rate of 1/184th of the annual salary or at the per diem rate applicable to that teacher who has a regular work schedule of less than 183 days. The Board reserves the right to establish a written process for documenting the approval and use of personal leave in compliance with federal and state statutes.

2. The principal, or his/her designee may, if necessary and for valid reason, withhold approval of requests for personal leave in which case his/her position shall be given in writing to the individual concerned.

3. Teachers requesting a personal day immediately preceding or following a holiday or vacation period must provide the principal, or his/her designee, with the specific reason the personal day is being requested. No paid personal days will be granted for the aforementioned days for the purpose of extending the holiday or vacation period, or if the reason for which the day is requested could be scheduled on another day. An unpaid personal day may be granted subject to the provisions of section "2" above.

C. Personal Leave Days which are not used in any contract year will be added to the teachers accumulated sick leave balance as provided for in Section 6:1A of this Article.

6:4 Leave for Conference, Conventions, etc.

Teachers shall be encouraged to attend educational conferences and upon the recommendation of the Superintendent and in accordance with existing BOARD policy may be given released time for such purposes.

6:5 Visiting Days

Teachers may be permitted to visit in other classrooms of the City of Nashua or other cities and towns to observe teaching techniques and inspect teaching materials. Permission for such activity shall be granted only after submission of pertinent data, which includes the number of days required, and upon recommendation of the Superintendent of Schools.

6:6 Organized Reserve Forces

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted leave of absence during the time of the person's annual tour of duty as a member of such reserve component; provided however, that such leave shall not exceed fifteen (15) days. Individuals serving under this provision shall receive the difference between their military pay and that which they would have earned had they not been called to service. This provision shall not apply to any teacher who has a tour of duty scheduled during the school year and who could postpone said tour of duty until the summer, but who instead chose to serve said tour of duty during the school year.

6:7 Military Service

Each teacher shall be granted a leave of absence for military service, without pay, for the duration of compulsory service. A teacher granted such a leave shall, upon return, receive active service credit and appropriate annual salary, including increases granted during the period of military service.

6:8 Selective Service Tests

Each teacher shall be granted regular salary, without loss of pay, when required to be in attendance for a usual and customary selective service examination, physical examination, or other tests required by the United States Government.

6:9 Bereavement Leaves

A. Teachers shall be entitled to up to three (3) days bereavement leave per occurrence with pay in any school year for absence due to the death of a member of the immediate family of the teacher. "Immediate family" shall include: mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, like step-relations and partners.

B. Teachers shall be entitled to up to seven (7) days bereavement leave with pay for absence due to each death of their spouse or child(ren).

C. Teachers shall be entitled to up to three (3) days total bereavement leave with pay in any school year for absence due to the death of a close relative of the teacher. "Close relative" shall include: aunt, uncle, niece, nephew, in-laws not included under (A) and close friends, provided the close friend lives in the teacher's home.

D. Permission to attend the funeral services may be granted to at least one teacher from the District in the case of death of a teacher retired from the District.

6:10 Extended Leaves

A. Any teacher under a continuing contract, or a school psychologist or school nurse who has completed three years of service in the District, may apply for an unpaid extended leave of absence for any of the following reasons:

1. Professional activities associated with an agency of government, inclusive of elective office.
2. To accept a position as an officer of the teacher's State or National Union.
3. Peace Corps.
4. Vista Program.
5. National Teachers Groups.
6. Graduate Study.
7. Job related travel.
8. Extended illness of the teacher's mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, spouse, child(ren), or a close relative residing in the teacher's home. "Close relative" is defined in Article 6:9C above.
9. Personal reasons.

B. Any teacher may apply for an unpaid extended leave for his/her own extended illness.

C. Consideration of Leave Requests

1. Requests for unpaid extended leaves of absence for the reasons stated under 6:10 A and B must be submitted at least ninety (90) calendar days prior to the effective date of the requested initial leave and at least sixty (60) calendar days prior to the effective date of a requested extension of a leave, except in the event of unforeseen circumstances, for the requests to be considered.

2. The BOARD, at its discretion, may grant an extended leave for the reasons stated under 6:10 A and B for a period of up to two years. No leaves of absence will be granted for the purpose of accepting employment outside the Nashua School District or for self employment.

D. Any teacher may apply for an unpaid extended leave of absence for purposes of rearing the teacher's natural or legally adopted child. An extension of such a leave for up to one year may be granted provided that the teacher submits a request for such an extension at least sixty (60) calendar days prior to the effective date of the requested extension. Such a leave or extension of a leave is limited to the child's first two years of life.

E. All leaves granted under this Article 6:10 shall terminate at a transition point in the school year for a specific grade level, such as at the end of a school vacation at the elementary level, or at the end of a trimester or semester at the secondary level.

F. A teacher who returns from leave granted under this Article 6:10 on the date authorized by the BOARD under Section E above shall be assigned to a position for which the teacher is qualified and certified. Where practicable, and if so requested by the teacher, the Superintendent will assign the teacher returning from leave on the date so authorized to the same position held prior to the leave.

G. With one month's written notice to the Superintendent and for cause, a teacher on leave granted under this Article 6:10 may indicate an interest in returning to active service on a date earlier than the one originally authorized by the BOARD under Section E above. Such a teacher may be granted a position for which the teacher is qualified and which is available by reason of its not being filled by Board action as of the date the one month's notice has been received by the Superintendent. A teacher who elects to take a position under this Section G shall have no further rights to that position after the conclusion of the period for which the position is vacant. A teacher who elects to take a position under this Section G shall be entitled to the rights granted under Section F as of the date of return from leave authorized by the BOARD under Section E.

6:11 Sabbatical Leave

A. A teacher shall, conditional only on the operational requirements of the District and the numerical limit provided below, be granted, "Sabbatical Leave" under the following conditions:

1. The teacher must have completed six (6) years continuous service as a teacher in the District since the last sabbatical leave.

2. The teacher shall be paid at the rate of 75% of annual salary prorated for the period of the leave whether it be for a full year or one half year.

3. Requests for sabbatical leave must be received by the Superintendent in writing on forms designated by the BOARD no later than January 1 and action must be taken on all such requests no later than the third week in March of the school year preceding the school year for which the sabbatical leave is requested.

4. The teacher must be enrolled in an accredited college or university and be engaged in a formal program leading to an advanced degree leading to a specialization which is needed by the District.

5. Requests for sabbatical leave on a basis other than the criteria established above shall be given consideration and nothing contained herein shall prohibit the BOARD from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the District. Upon the recommendation of the Superintendent and the approval of the BOARD, such leave shall be granted.

6. Upon return from sabbatical leave, a teacher shall receive active service credit and appropriate annual salary, including increases granted during the period of sabbatical leave.

7. Any teacher granted a sabbatical leave of absence must agree in writing to continue working for the District for at least two (2) years following the sabbatical leave.

8. A report or summary of the sabbatical leave shall be submitted to the Superintendent of Schools and the BOARD upon the completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the BOARD and the administration, shall be furnished by the individual during the leave period.

9. The number of leaves granted under this Article shall not exceed 1% of the number of teachers eligible for sabbatical leave. In the event a request for sabbatical leave is denied, the Superintendent shall, within fifteen (15) days of the denial of the request, give a written explanation of the reasons for the denial to the teachers_ involved.

B. A teacher may be granted sabbatical leave to pursue enrollment in courses as specified under 5:8D subject to the remaining provisions of Section A.9 above. This benefit is limited to a total of two (2) teachers per contract year, in addition to the allotment of sabbatical leaves provided under Article 6:11A of the sabbatical leave provision, and shall be provided to current employees only. In the event the number of leaves taken under Article 6:11A above is less than the number of sabbatical leaves for which the unit is eligible, the number of sabbatical leaves for which the unit is eligible under this Article 6:11B shall be increased by the number of leaves under Article 6:11A for which the unit is eligible less the number of sabbatical leaves taken under Section 6:11A.

6:12 Court Appearances

A teacher who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted the difference between the fee received for such service, excluding court reimbursement for mileage, meals and lodging, and the amount of earnings lost by reason of such service. Satisfactory evidence of the fee received exclusive of mileage, meals and lodging reimbursement, must be submitted to the Payroll Office for the differential to be granted. Any teacher asked by the District to testify in any judicial proceeding shall be granted released time without loss of pay or benefits.

ARTICLE VII

Employment Status

7:1 Notification of Reemployment

Teachers will receive notification of the intent of the BOARD to re-employ them by letter, no later than the date established by state statute, and teachers _will indicate their intention to return, subject to the conditions of the master agreement no later than fifteen (15) days immediately following the notification date referred to above.

A teacher will make a good faith effort to give the District Human Resources Office at least forty-five days written notice if the teacher intends not to resume the teacher's position with the District for the beginning of any school year.

7:2 Notification of Assignment

A. The administration shall notify teachers of their tentative assignments, including subject area, grade level, where applicable, and the name of the course(s) for the coming school year, not later than May 25 of each year.

B. Information regarding academic level of classes shall be available by August 1 from building principals at the school building. Where possible materials shall also be made available at the school building upon request by the teacher.

C. All tentative assignments in this article are subject to revision by the Superintendent as educational and budget needs dictate.

7:3 Certification

A. School nurses and speech pathologists must meet their occupational professional licensing and/or certification requirements.

B. All other teachers shall meet federal, state and NH Board of Education requirements and regulations for their positions, and be assigned to teach within the scope of a valid certificate issued by the State Department of Education,

7:4 Staff Development

A. School nurses, by virtue of their registered nurse licensing requirements shall be exempt from staff development under the Master Plan for Staff Development.

B. All other teachers, excluding school nurses, shall be required to meet the requirements of the Nashua School District Master Plan For Staff Development.

C. The membership of the Professional Development Master Plan Committee shall include an equal number of teachers appointed by the Nashua Teachers' Union and representatives appointed by the Superintendent of Schools. The Superintendent's appointments may include administrators, teachers, a parent/community member(s), a para-educator(s), and/or a member of the Nashua Board of Education.

7:5 Evaluation of Teachers

A. All observations by a supervisor of the work performance of a teacher in a classroom shall be made openly.

B. When a supervisor enters a classroom of a teacher engaged in teaching it will be assumed the teacher is being observed for purposes which may include evaluation.

C. When a supervisor makes and signs a written evaluation of a teacher it will be shown to the teacher, who will acknowledge receipt thereof in writing; this shall not necessarily be interpreted to indicate the teacher's assent; if the teacher disagrees with all or any part of the evaluation the teacher may file written comments in the teacher's personnel file. There shall be no obligation to respond to the teacher's comments and a non-response shall not be interpreted to indicate agreement with the teacher's comments.

D. All evaluations will be in accordance with the evaluation forms and procedures adopted in the Master Plan prior to the start of a school year.

7:6 Teacher Personnel Files

A. Each teacher shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in the teacher's personnel file with reference to evaluation of the teacher's performance in such school district.

B. The BOARD shall provide to each teacher copies of the records and reports described above.

C. In the event that the BOARD removes from the teacher's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed.

D. Upon 24 hours' notice each teacher shall have the right to review and reproduce material in the teacher's personal file.

E. The teacher shall have the right to answer any material filed, and the teacher's answer shall be reviewed by the Superintendent and the answer shall be attached to the file copy.

F. Reproductions of such material may be made by hand, or copying machine if available.

G. Any item contained in a teacher's file to which a teacher has not been given access shall not be utilized in any legal proceeding against the teacher.

H. A teacher shall be given upon request a receipt for all transcripts, medical forms and all other material submitted to the District.

7:7 Seniority

A. The term seniority for the purposes of layoff and transfer shall mean accrued time in service as defined in article 2:8 in a designated area as set forth in Appendix H which occupies the greatest proportion of the teacher's regular work schedule.

B. The term seniority for the purposes of longevity and recall shall mean accrued time in service as defined in Article 2:8 in the District.

C. All teachers in the employ of the District as of September 1, 1980 will receive credit for all seniority accrued prior to that date, regardless of any interruption in service occurring prior to that date.

D. All accruals of time in service subsequent to September 1, 1980 shall be based on the following:

1. In the event of authorized unpaid leave or suspension the teacher shall retain such seniority as was accrued on the date of the authorized unpaid leave or suspension but shall commence further accrual only upon return and shall not accrue seniority during such leave or suspension period.

2. In the event of layoff the teacher shall retain such seniority as was accrued on the date of layoff but shall commence further accrual only upon return and shall not accrue seniority during such layoff. If the teacher exhausts his/her recall rights, the teacher shall lose all accrued seniority. Unit members who transfer out of the unit into another District position shall lose all accrued seniority after two years in such position.

3. In all cases of permanent termination of employment with the District, the teacher shall lose all accrued seniority.

E. For the purpose of accruing seniority, the percentage of the teacher's regular work schedule in relation to the work year of a full-time teacher will determine the yearly credit or proportion thereof.

In the case of Title I and Part-time teachers, the ratio of the teacher's total annual duty time to the total annual duty time of a full-time teacher will determine the yearly credit or proportion thereof.

F. Continuing Substitutes do not accrue seniority except that a Continuing Substitute who teaches one or more semesters in a designated area and who is then appointed with no break in service following a continuing substitute assignment to a full-time position in the same designated area shall retain all time in service as a continuing substitute for purposes of determining seniority.

G. Should two or more teachers be equal in terms of seniority as defined for layoff, seniority as defined for recall shall prevail in determining seniority. In the event two or more teachers are equal in terms of both definitions of seniority, the date of BOARD action on the hiring of the teachers shall prevail in determining seniority. If all of the aforementioned are equal, seniority shall be determined by social security number, with the teacher with the lowest last three numbers, having the least seniority.

7:8 Reduction in Staff

The provisions of this Article 7:8 shall apply only on occasions when the total number of permanent positions in a designated area is reduced. On those occasions when there is such a reduction in the total number of permanent positions, the following procedures will be used:

A. Staff reductions will first be accomplished through attrition of staff.

B. Teachers who are not on a continuing contract with the District will be terminated prior to teachers who are on a continuing contract with the District.

C. Should staff reductions extend to teachers who are on a continuing contract with the District, all teachers who are currently teaching in the designated area being reduced, excluding Part-time, Title I and Continuing Substitute teachers and seniority of teachers shall be considered in reaching a decision.

The teacher with the least seniority shall be laid off first unless a more senior teacher's level of performance, in ascending order of seniority, is significantly inferior to the junior teacher. The first more senior teacher whose level of performance is determined to be significantly inferior to that of the least senior teacher shall be the teacher laid off. If more than one teacher is to be laid off in a designated area, the District shall first compare in ascending order of seniority, the least senior teacher with the more senior teachers. Once a determination is made with respect to that teacher, the next most junior teacher shall be compared to the remaining more senior teachers in ascending order of seniority. This process shall continue until all teachers who are to be laid off are determined.

In instances where a more senior teacher is significantly less qualified solely because of the teacher's experience and training related to the remaining available positions in the designated area, the District shall make a good faith effort to reassign teachers in said designated area being reduced in accordance with the teacher's qualifications so that the senior teachers may be retained. In reassigning teachers in order to insure, as much as possible, that a junior teacher(s) does not displace a senior teacher(s) the District shall

reassign teachers in such a manner that if it is necessary for the junior teacher(s) to displace a senior teacher(s), as much as possible, the more senior teacher(s) is retained.

If after such reassignments the junior teacher(s) is still significantly more qualified than a senior teacher, the senior teacher may be laid off first. Qualifications shall be determined by experience and training related to the remaining available positions in the designated area.

D. Part-time teachers shall be placed in a pool for the purpose of layoffs in part-time positions. The same procedure as that contained in Section C above shall be followed.

E. Title I teachers shall be placed in a pool for the purpose of layoffs in Title I positions. The same procedure as that contained in Section C above shall be followed.

F. Should a teacher who has seniority in more than one designated area be laid off in a given designated area, that teacher shall be considered in the pool of teachers in the alternate designated area(s) for the purpose of reduction in staff under the same provisions as contained in Article 7:8C.

G. A teacher employed in a position that does not require a specific certification area or designated area in Appendix H, will be considered to be in the designated area in which the teacher holds certification (last taught). The teacher will accrue seniority in both his/her current position and in his/her area of certification.

7:9 Recall

Laid-off teachers shall be placed on one of the three separate recall lists, one for teachers including contract and Federally-funded Special Education teachers, one for Title I teachers, and one for Part-Time teachers. Recall rights will be implemented for each category separately. The teacher with the greatest seniority shall be recalled first for a position for which the teacher is both qualified and certified, and which falls in the recall pool category in which the teacher is placed. Teachers including Contract and Federally Funded Special Education teachers also shall have recall rights within the Part-Time teacher pool if the teacher so chooses and if there are no Part-Time teachers in the pool. However, a teacher including a contract or Federally Funded Special Education teacher electing recall to a part-time position shall lose all recall rights in the teacher including contract and Federally Funded Special Education recall pool until the conclusion of the school year in which they assume the position or until the position is discontinued, whichever occurs first. Laid-off teachers shall be retained on a recall list for three years, exclusive of any time spent filling a temporary vacancy, or, in the case of a teacher including a contract or Federally Funded Special Education teacher, a part-time position. A teacher who is on a recall list shall be entitled to take a temporary position for which the teacher is qualified and certified and which falls within the recall pool category in which the teacher is placed, provided that if a teacher elects to take a temporary position, the teacher shall be obliged to fulfill the term of service called for by the temporary vacancy, and shall be returned to the recall list only after completion of that service.

Any teacher who accepts any permanent position with the District, or who is offered a permanent position with the District for which the teacher is certified and qualified and who refuses the offer, shall be taken off the recall list, except that if a Part-Time teacher is offered a permanent position of lesser hours than the teacher normally worked at the time of layoff and refuses the position, the teacher shall retain the recall rights contained in this section.

Notice of recall shall be made in writing by certified mail return receipt requested to the last address which has been placed on file by the employee in the Human Resources Office. A simultaneous notice of recall shall be provided the UNION.

A teacher who is recalled shall in writing within 15 calendar days of the receipt of the notice or 30 calendar days from the date the notice is mailed, whichever is sooner, give notice of intent to accept the position. If the teacher does not respond within the aforementioned time period, the teacher will be considered as declining the position and will be removed from the recall list. The next eligible teacher, if any, then shall be given notice of recall.

7:10 Discrimination

There shall be no discrimination against any teacher because of the teacher's UNION activities or because of the teacher's membership in the UNION, or because of the filing of any grievance under this contract.

7:11 Tuberculosis Screening

Consistent with the current advisory of the State of New Hampshire, Department of Health and Welfare, Division of Public Health Services, teachers who have met the requirement of the BOARD'S pre-employment or prior post-employment tuberculosis screening will not be required to have further screening while in the continuous employ of the District. All teachers shall comply with future advisories on tuberculosis screening issued by the Division of Public Health Services. The BOARD will provide screening services required after employment but not before employment through the BOARD'S own agents.

ARTICLE VIII

Terms and Conditions of Employment

8:1 School Year - School Calendar

A. The school year shall be developed from the following criteria:

1. 180 pupil days

2. Four days for teachers new to Nashua School District, three days for nurses new to the Nashua School District, two days for nurses experienced in the Nashua School District and one day for teachers experienced in the Nashua School District. These days shall be immediately preceding the opening of the pupil school year to be used as pre-school planning and organizing days, and for orientation.

3. Two (2) days (one day for nurses) during the school year may be used as parent and/or teacher conference days for teaching personnel to schedule conferences with parents and/or other teachers for the purpose of examining and discussing individual pupil progress; and/or may be used for in-service work; and/or may be used as training days for the purpose of updating and improving the professional skills of all teaching personnel. One of these days may be used by first grade teachers for conferences required in lieu of report cards. If one of these days is scheduled for parent conferences, the BOARD may at its discretion, determine the time of day the conferences will be held except that in no instance shall the hours so scheduled exceed the total hours required of a teacher on a regular school day. None of these days will be scheduled during the established school vacation periods. Prior to the holding of such days, the Superintendent shall furnish the teachers with a written schedule of proposed activities. Effective September 1, 2014 in-service days shall be held on Election Day for teachers and nurses, and on Presidents Day for teachers.

4. In general, the in-school work year for teaching personnel will not exceed 184 work days.

5. The total number of days referred to in Section A is exclusive of days on which school is closed as a result of weather or other emergency conditions.

6. Title I teachers may be obliged to make-up school days lost due to weather or other emergency conditions. If schools are on a delayed opening or early closing, Title I teachers, except for Title I nursery school teachers, shall work the same schedule as they usually work and be paid for their normal work day except that they shall report to work and/or leave work on the modified schedule.

7. A secondary guidance counselor(s) may be required to work up to an additional five days at the discretion of the respective assistant superintendent. Such additional work days shall be scheduled within ten week days immediately preceding the first day of the teacher work year. Guidance counselor(s) from within the building where such additional work is required who volunteer for such work will be assigned first, and then involuntary assignments will be made as necessary. If involuntary assignments are necessary, where possible, such assignments will be rotated from year to year among a building's guidance personnel. Secondary guidance counselors will be paid at a per diem rate of 1/184th of their base annual salary for each additional day scheduled, or in the case of an elementary guidance counselor, a portion thereof for work done with a minimum of three hours pay.

   Effective July 1, 2014 school psychologists and speech pathologists may be required to work ten additional days, and will be paid at a per diem rate of 1/184th of their base annual salary for each additional day worked.

B. School Calendar

1. The Superintendent shall consult with the UNION in the development of the school calendar prior to the presentation of said calendar to the BOARD for adoption. The Superintendent shall make a reasonable effort to consult the Union at least one month prior to said BOARD presentation.

2. Effective September 1, 2014 teachers shall not be scheduled to work the day prior to Thanksgiving.

3. The school calendar is determined each year by the BOARD in accordance with the applicable law.

8:2 School Day

A. As a professional, teachers are expected to devote to their work the time necessary to accomplish the task at hand.

B. The UNION agrees that a teacher's day is not necessarily coterminous with that of a pupil. However, it shall be no less than that which is established for the pupils.

C. In general, teachers, other than school nurses, will be free to act with professional discretion relative to the time of arrival at school in the morning or leaving of school in the afternoon. However, it is expected that, as a minimum all teachers, other than school nurses, will be in their respective classrooms or performing supervisory or instructionally related activities fifteen (15) minutes prior to the beginning of the pupil school day and ten (10) minutes after the close of the pupil school day. The Principal may require sufficient teachers, other than school nurses, not to exceed 1/3 of the staff on any day on an equitable rotating basis to be on duty to supervise students a daily total of forty (40) minutes, the distribution of said time prior to the beginning of the pupil school day and after the close of the pupil school day to be at the discretion of the Principal. The

yearly total shall not exceed 5400 minutes. A tentative schedule of such duties will be provided to each teacher at the beginning of each semester.

D. As part of their professional responsibility, teachers will attend department and other professional staff meetings designed to provide meaningful professional growth or to clarify school business. Said meetings shall not exceed fifteen (15) meetings per year, excluding meetings held on school days when pupils are dismissed early. Advance notice of such meetings shall be provided at least 48 hours prior to the meeting except in cases of emergencies. The limitation of fifteen (15) meetings does not apply to the faculty of a new school occurring fifteen (15) calendar months before the projected opening date and through its first year of operation or to the faculty of a school during the fifteen (15) calendar months preceding an evaluation by an accreditation team.

For the express purpose of training, for development and implementation of new curriculum as defined in (A), (B), (C) and (D) below, teachers may be required to attend up to five meetings per year.

(A) A curriculum implemented throughout the District;

(B) A curriculum implemented across the three middle schools and/or the high school either throughout the school and/or the department;

(C) A curriculum implemented at the elementary level only;

(D) A pilot curriculum which may impact only one school, grade level, and/or department.

E. As part of their professional responsibilities, teachers other than guidance counselors will be expected to attend up to three (3) evening meetings per year for professional purposes. Guidance counselors will be expected to attend up to four (4) evening meetings per school year. Effective September 1, 2014 teachers other than guidance counselors will be expected to attend up to four (4) evening meetings per year, and guidance counselors will be exected to attend up to five (5) meetings per year. In addition, a teacher, when needed, may be required to attend Special Education Team and 504 Team staffings which extend beyond the conclusion of the teacher's school day as described in Article 8:2C, D and E. No additional compensation shall be paid for attendance at the first two such staffings occurring within a given school year. A teacher who is required to attend more than two such staffings per school year shall be paid at the rate of $25 per hour for each hour of attendance which commences after the teacher's school day as described in Article 8:2C and D.

F. Teachers, other than school nurses, shall be granted a duty-free lunch period equivalent in time to that granted to the students for lunch. Teachers, other than school nurses, shall be free to leave the school provided they sign in and out at the school office. At the elementary school level where mid-day breaks are normally inclusive of both lunch and recess, on days of inclement weather and when the Principal does not permit outdoor recess, the Principal may require sufficient teachers, other than school nurses, to report twenty (20) minutes early to assist the monitors, except that the number shall not exceed 1/3 of the staff on any day and teachers will be rotated on an equitable basis.

G. The on-site work day for secondary teachers, other than school nurses, will be seven (7) hours and eight (8) minutes and the on-site work day for elementary teachers, other than school nurses, will be six (6) hours and fifty (50) minutes except as otherwise provided in this Agreement or by past practice.

H. The regular work day for school nurses shall be the regular pupil school day plus 30 minutes. The building principal shall establish a_regular work schedule for each nurse distributing the 30 minutes prior_to the beginning of the pupil school day and after the close of the pupil school day at the principal's discretion. However, nurses shall make themselves available at the request of the

building principal, for emergencies and conferences which may, on occasion, extend beyond the afore-described workday. Except in cases of emergency, 48 hours notice shall be given to nurses of times when they are expected to be available beyond the afore-described workday.

No school nurse shall be required to work when a school day is cancelled due to inclement weather or other emergencies. If the pupil school day is abbreviated by action of the District on an unscheduled basis due to an emergency, and a school nurse is specifically released from work before the conclusion of the nurse's normal work day, the school nurse will be paid the nurse's normal daily wage, regardless of the number of hours actually worked.

Each school nurse shall be entitled to a thirty (30) minute duty-free lunch break except in emergencies.

8:3 Planning Periods

A. All regular R through 5 elementary teachers, and the Special Education teacher of an elementary self contained Emotionally Handicapped or Pre-school class shall have a planning period whenever teachers in the fields of art, music or physical education take over the class. The above teachers shall have such additional planning time as is required to provide the total amount of planning time set forth in the following schedule during all five (5) day school weeks. The remaining personnel on the following schedule shall have the amounts of planning time set forth on said schedule during all five (5) day school weeks.

Teachers shall continue to be aware of and prepared for their responsibility for continuity of program in the areas of art, music, and physical education. The teacher has the option to use planning time for either a pre-planned in-service program, parent conferences or for classroom activities.

Regular R through 5 elementary teachers, and the Special Education teacher of an elementary self contained Emotionally Handicapped or Pre-school class: 200 minutes per week, and 250 minutes per week effective September 1, 2008. Art, Music, Physical Education, Reading, Speech and Hearing, Library, and Guidance Teachers: 90 minutes per week. Kindergarten teachers (including kindergarten teachers in full-day kindergartens): 50 minutes per week; 100 minutes per week effective September 1, 2014. For Special Education teachers other than teachers of elementary self-contained Emotionally Handicapped classes and Pre-School class: 120 minutes and 150 minutes effective September 1, 2009.

B. When teachers in Art, Music, and Physical Education are absent from work, the Administration agrees that it will use its best efforts to replace them with specialist substitute teachers. In order to improve their compliance with this paragraph the Administration will keep a separate, updated and current list of specialist substitute teachers of Art, Music and Physical Education.

C. Secondary teachers in English/Language Arts, Mathematics, Social Studies, Foreign Languages, Science, Music, Art, Physical Education, Library, Guidance, Reading, Business, Special Education, Technology Education and Home Economics-General will have one planning period equal in length to the length of the instruction period per pupil school day.

D. During school days or weeks which are shortened due to holidays, vacations, inclement weather, or emergencies which necessitate school closings, planning periods scheduled for the time during which school is not in session shall be lost and not made up.

8:4 Teaching Load -Class Size

A. In scheduling teachers, the administration will attempt to keep the number of different rooms in which assignments occur at a minimum.

B. Teachers desiring special attention and supportive help and guidance may seek same from the Building Administration and other supervisors.

C.

1. On the secondary level no teacher shall be required to have more than five (5) periods of class instruction per day, more than six (6) different classes per marking period, nor more than four (4) different class preparations per marking period.

2. A "class preparation" means a period of instruction which requires selection and organization of teaching content, materials and procedures, and/or the evaluation of the written and oral work of the students. Thus, if a school divides a given grade level into "College English" and "General English", this should be viewed as two distinct "class preparations". Subjects which are similar, but still clearly different, such as first year typing and second year typing, are considered as different "class preparations", whereas "personal typing" and first year typing may be considered as one preparation. Under certain arrangements for alternating subjects, two grade levels may be combined to form a single class. Each class of this type can be considered as one preparation.

   A "period of class instruction" means a period devoted to any form of systematic, organized instruction.

3. A "period of class instruction" and a "class preparation" do not include a period of up to twenty (20) minutes to provide students with opportunities for advisory, co-curricular, make-up, enrichment or extra help, with time provided for preparation during the school day. A joint labor-management committee will be formed to assess the effectiveness of how this time is used. This provision of the contract shall expire on August 31, 2016.

D.

1. Recognizing that class size is an important factor in providing quality education the BOARD will make reasonable efforts to meet the minimum standards established by the New Hampshire State Department of Education.

2. At the elementary level, class sizes shall not exceed the following:

Kindergarten	23
Readiness	18
Grades I & II	27
Grades III-V	30

3. At the secondary level teachers shall be limited to a maximum of thirty-one (31) pupils per subject class (forty (40) pupils for physical education) except for (1) study halls, band, chorus, and similar activities and (2) programs of team teaching, large group instruction, educational television, film instruction, group lectures and similar instructional methods.

4. Class size will be determined on the first school day in October of each school year. The overage formula provided in Article 8.4.D.6 shall be paid for any overage experienced between the first day of school in September and October 1, provided that the overage(s) during that period continue beyond October 1.

5. No secondary guidance counselor shall have more than a total of 325 students. Guidance counselors at Nashua High School shall have no more than a total of 300 students. The BOARD agrees to implement the state standards for elementary guidance counselor student loads.

6. In the event a class size with the exception of Kindergarten and Readiness classes as set forth in this Article 8:4D is exceeded after the first school day in October, the teacher of said class shall receive additional compensation for each excess pupil for the time such excess exists computed according to the following formula: For the first two excess pupils, Elementary -- Three times (number of school days the excess pupil is enrolled in the class) times [(the District average teacher base annual salary divided by 184 days) divided by the maximum class size as set forth in this Article 8:4D)]; Secondary -- Three times (number of school days the excess pupil is enrolled in the class divided by 5) times [(the District average teacher base annual salary divided by 184 days) divided by the maximum class size as set forth in this article 8:4D)]. For the third and fourth excess pupil, two times the formula set forth in the first sentence of this section. For the fifth and sixth excess pupil, three times said formula. For the seventh and eighth pupil, four times said formula.

   Average teacher base annual salary shall be determined by the combined salaries paid in accordance with the Teacher Salary Schedule to all full-time Annual and Continuing Contract, Federally Funded Special Education, and Continuing Substitute teachers, other than school psychologists and school nurses, in active service with the District on the first day of the school year divided by the number of said teachers. The payment for excess pupils shall be made in a lump sum within thirty (30) days of the conclusion of each semester of each school year.

E At the secondary level with the exception of physical education and those exceptions noted under 8:4D.3 above, no teacher shall have a teaching load in excess of 150 per grading cycle. Load will be determined on the first school day in October of each school year.

F. The BOARD will limit assignments in secondary science, business, home economics, industrial arts and vocational education courses so that the number of students will, within a 10% margin, not exceed the number of students who can be accommodated by the number of student work stations. Load will be determined on the first school day in October of each school year.

G. A six-hour per day aide for each four sections of kindergarten will be provided.

8:5 Student Health

A. Eye testing shall be done by professionally trained personnel.

B. A full time nurse shall be assigned to each large school to care for children who become ill and to carry out a program of health education through lecture and demonstration.

C. Weighing and measuring of children shall be done, or supervised, by the school nurse.

8:6 Scholarship and Standards

Teachers shall maintain the right and responsibility to grade pupils based upon records maintained by the teacher with respect to each pupil.

8:7 Job Descriptions

All department chairpersons and head teachers shall have a job description.

8:8 Parent-Teacher Conferences

Parent-teacher conferences are to be held as deemed necessary by the teacher, a parent, or in individual cases, the principal.

ARTICLE IX

Transfers, Vacancies and Promotions

9:1 Definitions

A. A promotional opportunity shall be defined as the positions within the collective bargaining unit of head teacher or department chairperson, and positions outside the collective bargaining unit which require greater supervisory responsibility and authority.

B. A transfer shall be defined as a geographical change from one school to another to non-promotional positions within the bargaining unit, or a change from the designated area in which the teacher spends the greatest portion of the teacher's regular work schedule to another designated area.

C. An intrabuilding reassignment shall be defined as a change in assignment within a designated area within a school.

D. A permanent vacancy is a vacancy in a position which is not eliminated by the District, and which occurs by reason of retirement, resignation, death, or other permanent termination of employment; or a new position.

9:2 Postings

A. Promotional opportunities because of vacancies and new positions which the BOARD wishes to fill on a temporary or permanent basis shall, except in an emergency, be posted for ten (10) calendar days prior to the positions being filled. All notices shall be posted on the bulletin board in every school, and in the administrative office, and shall also be sent to the UNION when posted. All posting notices referred to herein shall delineate the duties, rate of compensation, and qualifications for the position. All applicants not selected for promotional positions will be notified of the BOARD'S decision in writing.

B. A list of known permanent vacancies for the following school year will be posted annually in each school by April 15 and again by the last day of the pupil school year. Teachers desiring to be considered for such vacancies will submit a letter to the Human Resources Director by May 5 for the April 15 posting, or by June 30 for the last day of the pupil school year posting.

9:3 Transfer Requests

Teachers who desire a change in teaching or building assignment may file a written request with the District Human Resources Office not later than April 22 of the school year preceding the school year for which the change is desired. Such request shall be considered valid for one (1) year as a bona fide request for change. The request may be renewed in writing each school year not later than May 5 if it is not granted on initial application.

9:4 Transfer Notification

Notice of transfer or non-transfer will be given in writing to each teacher making a request under Article 9:3 as soon as practicable and under normal circumstances not later than June 30. After June 30 until the beginning of the new school year, notice of all personnel actions with respect to transfers will be sent to the UNION and posted in the Administration Building and in each school, within five work days.

9:5 Intrabuilding Reassignments

Intrabuilding reassignments, necessitated by concern about a teacher's effectiveness in their existing grade level, to vacant or newly formed positions will supersede voluntary reassignments to such positions.

Reassignments occasioned by administrative desires to have teachers teach on different grade levels, absent a concern about a teacher's effectiveness in their existing grade level and unrelated to a specific student program, shall be done on a voluntary basis.

In making intrabuilding reassignments, except as specifically indicated above, teachers within the designated area within the school who volunteer will be chosen first if qualified. No voluntary transfer will occur before a voluntary reassignment. In making an intrabuilding reassignment a teacher's level of performance and professional growth within and outside the district, applicable experience, the needs of the school, and seniority will be considered.

9:6 Voluntary Transfers

In making voluntary transfers to permanent vacancies within a designated area as set forth in Appendix H, only teachers who are currently teaching in that designated area shall be eligible. Title I teachers shall be eligible for only Title I positions within the designated area in which they are currently teaching. Both the qualifications of teachers to fulfill the position and the seniority of teachers shall be considered in reaching a decision. The teacher with the greatest seniority shall be transferred first, unless a less senior teacher is significantly more qualified. In making the determination, the District shall consider the qualifications of the teachers in order of seniority beginning with the most senior teacher. The first less senior teacher who is determined to be significantly more qualified than the most senior teacher shall be the teacher transferred. If more than one teacher is to be transferred in a designated area, the District shall first compare in descending order of seniority, the most senior teacher with the less senior teachers. Once a determination is made with respect to that teacher, the next most senior teacher shall be compared to the remaining more junior teachers. This process shall continue until all teachers who are to be transferred are determined. Qualifications shall be determined by experience and training related to the vacancy and by level of performance in the applicant's current position.

If three or more eligible bargaining unit members apply for a transfer to a particular position which is permanently vacant, the District shall select one of the applicants according to the aforementioned criteria.

If two eligible bargaining unit members apply for a transfer to a particular position which is permanently vacant, the District shall select from among any applicants for the position in accordance with the aforementioned criteria.

If only one eligible bargaining unit member applies, the District shall consider the applicant for the transfer but shall not be obligated to grant the transfer.

9:7 Involuntary Transfers

A. When involuntary transfers are necessary because of a reduction in positions in a particular designated area in a particular school the least senior teacher in the school experiencing the reduction shall have the option of voluntarily transferring into the vacancy, after other voluntary transfer rights have been implemented, or forcing an involuntary transfer of the least senior teacher in the designated area, provided the teacher to be transferred is qualified for the vacant position. If, however, the least senior teacher in the designated area is already in the school experiencing the vacancy, the least senior teacher in the school experiencing the reduction shall be transferred into the vacancy and shall not be able to displace any other teacher in the District. Qualifications shall be determined by training and experience related to the vacant position.

This Article 9:7A shall only apply when there is a single involuntary transfer in a designated area.

B. In making involuntary transfers occasioned by a reduction of more than one position in a designated area in a school, the least senior teacher from the designated area in the school experiencing the reduction shall be transferred, except that the next senior teacher and teachers in order of seniority thereafter may be transferred before the junior teacher, if the senior teacher's

level of performance in the teacher's current position is significantly inferior to the junior teacher in which case the senior teacher shall be transferred first, provided the teacher is qualified to perform in the vacant position. Qualifications shall be determined by experience and training related to the vacant position.

C. In all other involuntary transfers, level of performance, needs of the District including if a school has been deemed nonperforming under the No Child Left Behind legislation, seniority, experience and training related to the position to which the teacher will be transferred will be the only criteria used in making the decision.

9:8 Filling of Permanent Vacancies

A permanent vacancy occurring from the beginning of the second semester of a school year until April 30 shall be filled by the BOARD with a Continuing Substitute if a qualified Continuing Substitute is available, and, if not, by a per diem or interim substitute. A permanent vacancy occurring from May 1 to the conclusion of the school year shall be filled with a per diem or interim substitute. Except as provided in Article 9:2B a permanent vacancy occurring from the conclusion of the school year to the beginning of the second semester of the next ensuing school year shall be filled in any manner the BOARD deems appropriate.

9:9 Change Of Employment Status

A. Teachers (Other than School Nurses)

1. Any person who for a period in excess of 90 school days fills a particular position which is permanently vacant for at least that period, shall then be employed under partial year or annual contract, or as a Continuing Substitute teacher.

2. Any person who for a period in excess of 180 school days fills a particular position which is permanently vacant for at least that period, shall then be employed under partial year or annual contract.

3. Any person who for a period in excess of 90 school days fills a particular position which is temporarily vacant for at least that period by reason of an extended leave, shall then be employed as a Continuing Substitute teacher.

B. School Nurses

1. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 90 school days fills a regular school nurse position which is permanently vacant for at least that period, shall then be employed as a regular school nurse or as a continuing substitute school nurse.

2. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 180 school days fills a regular school nurse position which is permanently vacant for at least that period, shall then be employed as a regular school nurse.

3. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 90 school days fills a regular position which is temporarily vacant for at least that period by reason of an approved extended leave, shall then be employed as a continuing substitute school nurse.

4. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 200 continuous school days fills a temporary school nurse position, shall then be employed as a regular school nurse.

9:10 Closing Of School Building

If the BOARD closes a school building, and consolidates the services provided in that building with other facilities, the BOARD and the UNION will discuss the implementation of these transfer procedures prior to the implementation of any transfers.

9:11 Order Of Implementation

The provisions of Article 7:8 (Reduction in Staff) shall be implemented prior to the implementation of this Article IX. The provisions of Section 7:9 (Recall) shall be implemented subsequent to the implementation of this Article IX.

9:12 Program Opportunities

A. No teacher shall be required to work in programs which extend beyond the normal school day. However, teachers may volunteer to do so. When a vacancy in such work occurs, teachers currently employed in the District shall be given the opportunity to work in programs operating beyond the regular school day or year. The Superintendent shall post the title, qualifications, duties, requirements, and the salary. The Superintendent shall appoint the applicant most qualified for such work. If all qualifications of the applicants are equal then seniority in the District shall govern.

B. Factors relevant to qualifications shall include formal education and actual relevant experience.

C. The BOARD may deviate from this policy only for good cause which shall not be arbitrary, capricious or without rational basis in fact.

9:13 Probation For Nurses

The probationary period for nurses shall be thirty (30) workdays of active employment as a school nurse. The District may extend the probationary period up to the amount of authorized paid leave or sick leave taken by a probationary employee.

The District may terminate a school nurse at any time during the nurse's probationary period.

Probationary school nurses are not entitled to paid sick or personal days.

ARTICLE X

Educational Council/Supplemental Budget

A. A joint Educational Council shall continue to operate during the term of this Agreement. It shall consist of three (3) representatives of the BOARD, one of which shall be the Superintendent or his designee, and three (3) Nashua teachers appointed by the UNION. The Council shall meet at least four (4) times a year and advise the BOARD on matters of mutual concern and other related matters regarding the effective operation of the District.

Principals may be invited as observers whenever the items proposed for discussion are directly related to areas over which they exercise primary authority.

B. The Educational Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.

C. The Council shall meet by prepared agenda.

D. The Council shall be empowered by majority vote to form sub-committees to study and render reports to the Council.

E. The function of the Educational Council is to recommend for BOARD consideration the establishment of policies and practices pertinent to the District. The Council in preparing their recommendation for BOARD consideration shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertinent to its recommendations.

F. All reports and recommendations outlined above in Section D and E shall be in writing.

G. The BOARD in order to establish this Council and to enable it to function adequately agrees to budget $1,000 annually to provide for expenditures related to the work of the Council.

H. A supplementary budget of $10,000 in each school year shall be established to provide for needs not previously anticipated and to allow teachers to capitalize on new and innovative materials which become available during the course of the school year. The Council may make recommendations to the BOARD concerning the disbursement of said funds.

ARTICLE XI

Union Representatives

Official List and Nashua Teachers Union Representatives

The UNION shall furnish the BOARD with a list of its officers and authorized building representatives, and shall as soon as possible notify the BOARD in writing of any changes. No Union Representative shall be recognized by the BOARD except those designated in writing by the UNION.

ARTICLE XII

Union Privileges and Responsibilities

12:1 Fair Practices

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

12:2 Recognition of Local Organization Representative

The Principal shall recognize the UNION building representative as the official representative of the bargaining unit in the schools.

12:3 Distribution of Material - Mail Boxes

Officers or officials of the recognized teacher bargaining agent, and of no other teacher organization which purports to represent teachers for collective bargaining purposes, shall have the right to reasonable use of the school mail boxes for distribution of organizational material provided such materials are in good taste and provided that such materials shall not include campaign organization material related to local, state or national political matters.

12:4 School Meetings

The authorized representative of the UNION shall have the right to schedule UNION meetings in the building before or after regular class hours, and during lunch time of the employees involved. Such meeting shall not in any manner disrupt the normal operation of the school and shall be subject to prior approval of the building principal.

12:5 No Local Organization Activity on School Time

Except as provided herein, the UNION agrees that no teacher will engage in UNION activity during the time the teacher is assigned to teaching or other duties.

12:6 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 teacher for expression of the teacher's views. In the area of this Agreement, and for the term hereof, no changes or modifications shall be made except through negotiations with the UNION. Nothing contained herein shall be construed to permit an organization other than the UNION to appear in an official capacity in the processing of a grievance. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with the person's immediate superior or processing a grievance on the person's own behalf in accordance with the Grievance Procedure heretofore set forth in ARTICLE III.

12:7 Information

1. The BOARD shall make available to the UNION upon its request any and all available information in the public domain, such as statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

2. If the public agenda of a BOARD meeting has been prepared 24 hours in advance of such BOARD meeting, it shall be made available to the President of the UNION.

3. A copy of the minutes of all BOARD meetings shall be made available to the President of the Union.

12:8 Faculty Bulletin Board Use

The UNION shall be permitted to post UNION related notices and other materials on the faculty bulletin board provided that such notices and/or materials shall not include campaign organization materials related to local, state, or national political matters.

12:9 Leave for Union Business

A. The President of the UNION, or designee, shall be granted five (5) days of paid leave for the purpose of UNION business.

B. The President of the Union, upon request, shall be granted either a reduced teaching schedule of 50% that of a full-time teacher or a leave of absence.

A request for such reduced schedule or leave of absence must be made no later than June 30 of the school year prior to the school year for which the request is effective.

Arrangements for the reduced teaching schedule are to be made between the Union and the Superintendent.

C. In the case of the reduced teaching schedule, salary and benefits paid by the District shall be consistent with those afforded similarly situated teachers with the same teaching schedule, except as otherwise provided in this article 12:9.

For the first two consecutive years of a reduced teaching schedule, the President, for the purpose of seniority, will receive full-year credit annually. After the first two consecutive years, the President will receive ½ year credit annually.

For the purpose of placement on the salary schedule, a President on a reduced teaching schedule will receive full credit for the time so spent.

Arrangements governing the salary and benefits of the Union President are detailed in Appendix I attached to this Agreement.

D. In the case of a leave of absence, the District shall not be liable for any salary or benefit costs. Insurances may be extended at the President's expense to the extent mandated by State and Federal law. The President, at the President's expense, may maintain enrollment in the City of Nashua's group health insurance for the first two years of a leave of absence.

For the first two consecutive years of a leave of absence, the President shall retain all rights to the teaching position the President formerly held. The provisions of articles 7:8 Reduction in Force and 9:7 Involuntary Transfers shall apply to the extent they may impact on said rights. Upon a request to return from a leave of absence which extends beyond two consecutive years, the President shall be assigned the next available position for which the President is certified and qualified.

The President shall continue to accrue seniority for the first two consecutive years of a leave of absence pursuant to the provisions of this article.

The President on a leave of absence will receive full credit for the time so spent for the purpose of placement on the salary schedule.

The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of the President while on leave unless a contribution is mandated by the System or by other provisions of State law.

E. Should a President be impacted by the provisions of article 7:8 or 9:7, the President shall be considered in the pool to which the President would have been assigned had the President not been on a reduced schedule or leave of absence.

12:10 Dues Deductions

A. Voluntary dues deductions shall be deducted from the salary of each teacher who files an authorization in the form set forth in Appendix F of this Agreement. Deductions will commence no later than the second salary payment date following the date the authorization form is filed with the District.

B. The District will also recognize authorizations for voluntary dues deduction provided prior to the execution of this Agreement. A member will be able to revoke his or her authorization only between September 1 and September 15 of any school year.

C. The UNION shall select a single payroll dues deduction arrangement for each contract year to cover all UNION members, and shall inform the District Payroll Office of the arrangement at least three calendar weeks prior to the implementation date.

D. The right to dues deduction shall be extended to the recognized bargaining agent only.

E. A teacher who elects not to pay Union dues shall pay an agency fee for services rendered by the UNION in an amount equal to eighty percent (80.0%) of the regular member dues (including state and national dues). Said fee shall be due within forty-five (45) calendar days of the date of employment or the commencement of the school year, whichever is later. Agency fee deductions shall be deducted from the salary of each teacher who files an authorization in form set forth in Appendix F-1 of this Agreement. Deductions will commence no later than the second salary payment date following the date the authorization form is filed with the District. The UNION will hold the District harmless from any liability arising out of the collection of the agency fee. This agency fee provision shall not require the termination of any employee of the Nashua School District.

12:11 Released Time

Up to seven (7) members of the bargaining unit who serve as members of the negotiating team will be granted released time as needed without loss of pay or loss of personal days for the purpose of contract negotiations, mediation and fact finding.

ARTICLE XIII

Rules, Regulations and Management Rights

13:1 Adherence To Rules, Regulations, Policies and Provisions

It is understood that for the duration of this Agreement teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with BOARD policies and administrative rules, regulations and the provisions of this Agreement.

13:2 Rules, Regulations and Policies

A. There shall be a complete copy of the Rules, Regulations and Policies of the BOARD, made available for access to each school building with new items added as they are promulgated by the BOARD.

B. It is agreed that all Building Representatives have a complete copy of the Rules, Regulations and Policies of the BOARD, and the Administration will provide them with all new items as they are added.

13:3 Management Rights

The UNION recognizes the following responsibilities, rights, authority, and duties of the BOARD, except as they are modified by provision of this Agreement.

The BOARD hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, and of the Charter of the City of Nashua;

A. to the executive management and administrative control of the District and its properties and facilities;

B. to hire, promote, transfer, assign, retain, evaluate, renew or non-renew, and to lay off employees. No employee who has taught in the Nashua School District for more than three consecutive years shall be disciplined, including discharge, without just cause. For school nurses, the period shall be 30 workdays. Approved leaves during these periods shall not count as service, but shall not be considered an interruption of the consecutive years/workdays requirement. Teachers, other than

school nurses, who have received continuing contract status in other New Hampshire schools shall be able to count such service for this provision to a maximum credit of one year. Claims of discipline by teachers with three years or less experience, or school nurses with 30 work days or less experience arising out of the exercise of rights or benefits under this Agreement shall be subject to the grievance and arbitration provisions herein. In the event of any such claim, the initial burden of going forward with proof shall rest with the grievant.

C. to establish grades and courses of instruction including special programs, and to provide for athletic, recreational social events for the students, all as deemed necessary or advisable by the BOARD;

D. to decide upon the basic means and methods of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

ARTICLE XIV

Resolution Of Differences by Peaceful Means

The UNION and the BOARD agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The UNION 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 normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

ARTICLE XV

Miscellaneous Provisions

15:1 Expenses of Printing and Distributing Agreement

The BOARD agrees to pay for the cost of printing this Agreement in booklet form. The UNION agrees to distribute a copy of this Agreement to each teacher presently employed by the BOARD and to each new teacher employed by the BOARD. The BOARD shall provide 950 copies of this Agreement to the UNION for distribution to each teacher.

15:2 Meetings

Meetings shall be held as deemed necessary by either party during the school year with the Superintendent and UNION President to discuss matters of concern to both parties. These meetings shall be held at a mutually agreeable time and place. The UNION President and the Superintendent shall determine the representative who will attend the meeting for their respective parties. Whenever possible, the parties should exchange notice of the subject matters they wish to discuss.

15:3 Amendment Of Agreement

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

ARTICLE XVI

Conformity to Law and Saving Clause

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 XVII

Duration of Agreement

17:1 The provisions of this Agreement unless otherwise specified shall become effective with the date of final execution of this agreement and shall continue and remain in full force and effect to and including August 31, 2016 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. The BOARD and the UNION agree to begin negotiations of a successor agreement concerning wages, hours and other terms and conditions of employment no later than November 30, 2015.

17:2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

_____	_____
Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
_____	_____
Robert Hallowell, President	Robert Sherman, President
_____	_____
Steven Haas, Clerk	Judith Loftus, Secretary

APPENDIX A-1

TEACHERS AND NURSES SALARY SCHEDULE

Effective September 1, 2013 for the 2013-2014 School Year.

(No Step Advancement.)

Credited Years of Experience	Old Step	New Step	BA	BA+30	M	M+30	DR	NURSES
0	---	0	39,284	41,078	42,918	44,758	46,598	37,320
1,2,3,4	1	1	40,424	42,218	44,058	45,898	47,738	38,403
5	2	2	42,183	43,975	45,815	47,655	49,494	40,074
6,7	3	3	43,770	45,560	47,400	49,240	51,080	41,582
8	4	4	45,382	47,171	49,011	50,850	52,690	43,113
9	5	5	47,065	48,852	50,691	52,531	54,371	44,712
	---	6	49,170	51,010	52,897	54,784	56,671	46,712
10	6	7	51,275	53,168	55,102	57,036	58,970	48,711
	---	8	53,380	55,327	57,308	59,289	61,270	50,711
11	7	9	55,484	57,485	59,513	61,541	63,569	52,710
	---	10	57,589	59,643	61,718	63,794	65,869	54,710
12,13,14	8	11	59,694	61,801	63,923	66,046	68,168	56,709
	---	12	62,371	64,549	66,735	68,922	71,108	59,252
15+	9	13	65,048	67,297	69,546	71,797	74,047	61,796

Note: Teachers hired for the 2013-2014 school year with less than one year of experience will remain on Step 0.

APPENDIX A-2

TEACHERS AND NURSES SALARY SCHEDULE

Effective October 1, 2014forthe 2014-2015 School Year.

(Step Advancement With Exception: Members of this defined unit who have ninety (90) days service under Article 4:2 (B) will advance a step on this salary schedule)

Credited Years of Experience*	Old Step	New Step	BA	BA+30	M	M+30	DR	NURSES
0	---	0	39,284	41,078	42,918	44,758	46,598	37,320
1	1	1	40,424	42,218	44,058	45,898	47,738	38,403
2,3,4,5	2	2	42,183	43,975	45,815	47,655	49,494	40,074
6	3	3	43,770	45,560	47,400	49,240	51,080	41,582
7,8	4	4	45,382	47,171	49,011	50,850	52,690	43,113
9	5	5	47,065	48,852	50,691	52,531	54,371	44,712
10	---	6	49,170	51,010	52,897	54,784	56,671	46,712
	6	7	51,275	53,168	55,102	57,036	58,970	48,711
11	---	8	53,380	55,327	57,308	59,289	61,270	50,711
	7	9	55,484	57,485	59,513	61,541	63,569	52,710
12	---	10	57,589	59,643	61,718	63,794	65,869	54,710
	8	11	59,694	61,801	63,923	66,046	68,168	56,709
13,14,15	---	12	62,371	64,549	66,735	68,922	71,108	59,252
	9	13	65,048	67,297	69,546	71,797	74,047	61,796
16+	---	14	66,349	68,643	70,937	73,233	75,528	63,032

*Credited years of experience only applies to new hires.

APPENDIX A-3

TEACHERS AND NURSES SALARY SCHEDULE

Effective October 1, 2015 for the 2015-2016 School Year.

(Step Advancement With Exception: Members of this defined unit who have ninety (90) days service under Article 4:2 (B) will advance a step on this salary schedule)

Credited Years of Experience*	Old Step	New Step	BA	BA+30	M	M+30	DR	NURSES
0	---	0	39,284	41,078	42,918	44,758	46,598	38,498
1	1	1	40,424	42,218	44,058	45,898	47,738	39,616
2	2	2	42,183	43,975	45,815	47,655	49,494	41,339
3,4,5,6	3	3	43,770	45,560	47,400	49,240	51,080	42,895
7	4	4	45,382	47,171	49,011	50,850	52,690	44,474
8,9	5	5	47,065	48,852	50,691	52,531	54,371	46,124
10	---	6	49,170	51,010	52,897	54,784	56,671	48,187
11	6	7	51,275	53,168	55,102	57,036	58,970	50,250
	---	8	53,380	55,327	57,308	59,289	61,270	52,312
12	7	9	55,484	57,485	59,513	61,541	63,569	54,374
	---	10	57,589	59,643	61,718	63,794	65,869	56,437
13	8	11	59,694	61,801	63,923	66,046	68,168	58,500
	---	12	62,371	64,549	66,735	68,922	71,108	61,124
14,15,16	9	13	65,048	67,297	69,546	71,797	74,047	63,747
	---	14	66,349	68,643	70,937	73,233	75,528	65,022
17+	---	15	67,676	70,016	72,356	74,698	77,038	66,322

*Credited years of experience only applies to new hires.

APPENDIX B

Differential for Special Education Teachers

Special education teachers currently receiving a $250 differential will continue to receive the differential provided they remain in the designated area "Special Education". Teachers hired after the date of the signing of this Agreement and teachers previously receiving the differential who change their designated area will not receive such differential.

APPENDIX C

Differential for Head Teachers and Department Chairpersons

Head Teachers and Department Chairpersons shall receive, in addition to their basic salary, a differential based on the number of teachers within their department in accordance with the following scale:

Number of Teachers	
1-8	$1500
9 or more	$1800

APPENDIX D

CO-CURRICULAR ADVISORS

High School Yearbook		$1,497
High School Yearbook, Assistant		702
High School Student Council		1,145
Senior Class Advisor (North)		1,697
Senior Class, Asst. Advisor (North)		749
Junior Class Advisor (North)		749
Sophomore Class Advisor (North)		749
Freshman Class Advisor (North)		749
Class Advisor/Asst. Senior Class Advisor (South)		939
High School Debate Coach		1,597
High School Speech Coach		899
High School Band Director		2,575
High School Chorale Director		1,697
High School Play Director		1,497
High School Drama Coach		1,347
High School Newspaper		1,497
High School Newspaper, Assistant		899
Granite State Challenge		325
MS Band Director	each	500
MS Chorale Director	each	500
MS School Play Director	each	702
MS Literary Magazine Advisor	each	702
MS Debate and Speech Coach	each	702
MS Student Council/Advisor	each	702
Elm Street MS Audio Visual Coordinator		1,497
FMS/PMS Audio Visual Coordinators		749
FIRST Advisor		1,699
FIRST Assistant Advisor		899
Tattler Advisor		1,145.
Tattler Assistant Advisor		899
National Honor Society		1,497

The Union agrees that the Board has, in its sole discretion, the right to continue or discontinue any of the above positions in whole or in part. It also reserves the right to approve new positions as it deems necessary.

Co-curricular advisors who are receiving experience differentials for working in the 2007-2008 and 2008-2009 school years will retain those differentials during the term of this contract.

APPENDIX E

COACHES

	BASE SALARY
FALL SPORTS	
Athletic Equip. Mgr.	$3,911
Athletic Trainer	3,911
MS Intramurals – Each	3,000
CROSS COUNTRY:	
Boys' Coach	2,027
Girls' Coach	2,027
MS Boys' Coach	1,067
MS Girls' Coach	1,067
FOOTBALL:	
Varsity	4,731
Asst. Varsity	2,929
Asst. Varsity	2,929
Jr. Varsity	2,537
Jr. Varsity Asst.	1,915
Freshman Coach	2,086
Freshman Asst. Coach	1,408
MS Head Coach	2,086
MS Asst. Coach	1,408
GOLF:	1,689
HOCKEY, FIELD:	
Varsity	1,689
Asst. Varsity	1,240
SOCCER-BOYS:	
Varsity	2,199
Asst. Varsity	1,352
SOCCER-GIRLS:	
Varsity	2,199
Asst. Varsity	1,352
SOCCER – MS	
Boys' Coach	1,067
Girls' Coach	1,067
SWIMMING-GIRLS:	
Varsity	2,085
Asst. Varsity	1,352
VOLLEYBALL:	
Varsity	2,027
Jr. Varsity	1,409
MS Girls' Coach	1,067

WINTER SPORTS

BASKETBALL:	
Varsity - Boys	$3,830
Jr. Varsity - Boys	2,199
Varsity - Girls	3,830
Jr. Varsity - Girls	2,199
Freshman – Boys	1,697
Freshman – Girls	1,697
MS Boys' Coach	1,697
MS Girls' Coach	1,697
GYMNASTICS:	
Boys	1,689
Girls	1,689
HOCKEY - ICE:	
Varsity	3,099
Asst. Varsity	1,858
SKIING - BOYS' AND GIRLS':	
Varsity	2,199
Asst. Varsity	1,579
SWIMMING - BOYS':	
Varsity	2,085
Asst. Varsity	1,352
TRACK, WINTER:	
Boys' Varsity	1,858
Boys' Asst. Varsity	1,352
Girls' Varsity	1,858
Girls' Asst. Varsity	1,352
WRESTLING:	
Varsity	2,873
Jr. Varsity	1,409

SPRING SPORTS

BASEBALL:		
Varsity		$2,422
Jr. Varsity		1,858
Freshman		1,602
MS Coach		1,602
LACROSSE:		
Boys Varsity		2,199
Girls Varsity		2,199
SOFTBALL:		
Varsity		2,422
Jr. Varsity		1,858
Freshman		1,602
MS Coach		1,602
TENNIS:		
Boys		1,973
Girls		1,973
TRACK, SPRING:		
Boys' Varsity		2,367
Boys' Asst. Varsity		1,352
Girls' Varsity		2,367
Girls' Asst. Varsity		1,352
MS Boys' Coach		1,352
MS Girls' Coach		1,352
CHEERLEADERS		
High School - Varsity		$1,299
High School - Jr. Varsity		788
High School - Hockey		788
MS Cheerleader	each	788

Experience differential: Additional 2% for each year of coaching experience to a maximum of 15 years' experience.

The Union agrees that the Board has, in its sole discretion, the right to continue or discontinue any of the above positions in whole or in part. The Board agrees that vacancies in coaching positions shall be posted. If there are no qualified candidates within the Bargaining Unit, the Board may hire any other candidate provided, however, that the above salaries shall apply.

APPENDIX F

PAYROLL DEDUCTION AUTHORIZATION

_____

Last Name_____ First _____ M.I._____

Effective Date_____ Social Security Number_____

Address _____

School_____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Nashua Teachers' Union, Local 1044, AFT, NHFT, AFL-CIO, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th, or at such time as a qualifying event including but not limited to an effective date of retirement or resignation.

Member Signature:_____ Date:_____

STATUS: Part-Time_____ Continuing Sub_____

Title I_____ Regular (contract)_____

Federally Funded_____ School Nurse_____

School Psychologist_____

Return this form to:

Nashua Teachers' Union
7C Taggart Dr.
Nashua, NH 03060

Dues, contributions or gifts to the Nashua Teachers' Union are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Nashua Teachers' Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

APPENDIX F-1

AGENCY FEE AUTHORIZATION

TO NASHUA BOARD OF EDUJCATION:

Effective _____, I hereby request and authourize you to deduct an agency fee from my earnings with the next paycheck and continuing in equal installments in an amount certified bv the UNION as set by the membership in accordance with the provisions of the Constitution of the Nashua Teachers' Union. This amount shall be paid to the Financial Secretary-Treasure of the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO.

_____ _____
EMPLOYEE'S NAME (PLEASE PRINT) SOCIAL SECURITY NUMBER

_____
ADDRESS (Street, City, State and Zip)

_____ _____
HOME PHONE SCHOOL

_____ _____
EMPLOYEE'S SIGNATURE DEPARTMENT/POSITION

Please return this form to:

Nashua Teachers' Union
7C Taggart Drive
Nashua, NH 03060

APPENDIX G

INSURANCE DEDUCTION AUTHORIZATION

_____

Last Name_____ First _____ M.I._____

Effective Date_____ Social Security Number_____

Address _____

School_____

Amount to be deducted each pay-period: $ _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Nashua Teachers' Union, Local 1044, AFT, NHFT, AFL-CIO, to deduct from my salary and transmit to said organization, monies for insurance premiums. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefore. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing or modified through the issuance of another authorization between September 1st and September 15th of any given year or at such time as a qualifying event including but not limited to an effective date of retirement, termination or resignation.

Member Signature:_____ Date:_____

STATUS: Part-Time_____ Continuing Sub_____

Title I_____ Regular (contract)_____

Federally Funded_____ School Nurse_____

School Psychologist_____

Return this form to:

Nashua Teachers' Union
7C Taggart Dr.
Nashua, NH 03060

APPENDIX H

Designated Areas

Architecture and Construction
Arts, Audio-Visual Technology and Communications
Blind and Vision Disabilities
Childhood Development and Education
Comprehensive Business Education
Comprehensive Family and Consumer Science
Comprehensive Marketing Education
Comprehensive Technology Education
Culinary
Deaf and Hearing Disabilities
Early Childhood - Nursery to Grade 3
Early Childhood Special Ed Nursery to Grade 3
Education Technology Integrator
Elementary Education Kindergarten -Grade 6 with elementary education HQT status
Engineering
English /Literacy (including middle school certification)
ESL; English for Speakers of Other Languages
Foreign Language by certification (subject to being HQT and having taught one year in the last five years)
Guidance/School Counselor
Health Education
Health Science
Hospitality and Tourism
Human Services
Library Media Specialist
Manufacturing
Mathematics (including middle school certification)
Music Education
Physical Education
Reading and Writing Specialist
School Nurse
School Psychologist
School Social Worker
Science by certification in specific subjects (including middle school science as a subject area)
Science, Technology, Engineering and Mathematics
Social Studies (including middle school certification)
Special Education (including categorical areas requiring general or early childhood special education)
Speech Language Pathologist or Speech Specialist
Visual Art Education

Sidebar Agreement

RATIFICATION / APPROVAL PROCESS

AND, APPLICATION OF BENEFITS

The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Board of Education's ratification of their Agreement is subject to Aldermanic approval of the cost thereof and Aldermanic appropriation of sufficient funds in addition to those contained in the City of Nashua FY 2014 approved budget for the school department payroll accounts for employees covered under the said Agreement, school department escrow, and City salary contingency account allocated for employees covered under said Agreement, and the transfer of all of said funds to the Board of Education thereby permitting it to fund the referenced Agreement. Failing such appropriation and transfer, the Agreement shall be null and void and the parties shall continue to negotiate a successor agreement as provided by law.

Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
Robert Hallowell, President	Robert Sherman, President
Steven Haas, Clerk	Judith Loftus, Secretary

SIDEBAR ON CONTINUATION OF LABOR/MANAGEMENT COMMITTEE

The Nashua Board of Education and the Nashua Teachers' Union mutually agree to continue the Labor/Management Committee to study the various insurance benefits offered by the City including but not limited to health, life and dental coverage. Committee members shall be appointed by the respective parties.

Representatives from other Unions and the City may be invited to participate on a voluntary basis.

_____	_____
Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
_____	_____
Robert Hallowell, President	Robert Sherman, President
_____	_____
Steven Haas, Clerk	Judith Loftus, Secretary

SIDEBAR (LABOR-MANAGEMENT COMMITTEE: USE OF MEETING TIME)

The Nashua Teachers' Union and the Nashua Board of Education mutually agree to establish a Joint Labor-Management Committee to consult in good faith and meet at least quarterly to assess the productivity and the effectiveness of the meetings conducted pursuant to Section 8:2 D. This Committee shall also be utilized to discuss other contractual issues as may be mutually agreed upon.

Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
Robert Hallowell, President	Robert Sherman, President
Steven Haas, Clerk	Judith Loftus, Secretary

SIDEBAR – SIXTH GRADE CONSIDERED SECONDARY

The Nashua Board of Education (BOE) and the Nashua Teacher's Union (NTU) mutually agree that present language in the Master Agreement be modified to reflect changes in the configuration of the Nashua School System.

The Nashua Board of Education and the Nashua Teacher's Union agree that in every instance in the Master Agreement in which the term "Junior High" is stated it is understood that the term "Middle School" replaces it. It is further understood and agreed that where the term "Middle School" applies it will include and be limited to include teachers of grades 6, 7, and 8. It is understood and agreed that where the term "Elementary school" applies it will include and be limited to teachers in grades K through 5 or R through 5. It is understood and agreed that where the term "Senior High" applies it will include and be limited to the teachers of grade 9 through 12. It is also understood and agreed that grades 6 through 12 shall be considered as "Secondary Grades."

It is understood and agreed that these changes will be incorporated into the successor agreement between the Nashua Board of Education and Unit "A" of the Nashua Teachers Union. However, nothing shall prevent the BOE or the NTU from negotiating changes to this language in the normal course of collective bargaining for the successor to the 2003-2006 Master Agreement.

The NTU agrees that the Memorandum of Understanding is a full settlement of the issues presented in the grievance and the NTU will not be seeking monetary compensation for the extension of the work day.

DATE: _____

NASHUA BOARD OF EDUCATION

_____
Robert Hallowell, President

_____
Steven Haas, Clerk

NASHUA TEACHERS' UNION
LOCAL 1044 AFL-CIO

_____
Robert Sherman, President

_____
Judith Loftus, Secretary

APPENDIX I

MOU/Negotiation Language

The Nashua Board of Education and the Nashua Teachers' Union, AFT Local 1044, hereby agree to the following:

1. The Nashua Board of Education shall grant a leave of absence with pay for a member of the bargaining unit elected to serve as the President of the Nashua Teachers' Union for the duration of the President's term(s) of office.

2. The leave shall commence with the effective date of the term of office for the President provided the NTU gives written notice of at least thirty (30) days prior to the commencement of each term of office.

3. During such leave of absence with pay, the President shall continue to receive and retain all of his/her wages, including step and track movement, if eligible, rights, benefits including but not limited to medical and dental insurance, NH Retirement System, and seniority as a member of the NTU bargaining unit except that all sick leave accumulation shall be frozen for the duration of the leave of absence. Upon returning from leave of absence, the President shall resume earning sick leave in accordance with the collective bargaining agreement. The Nashua Teachers' Union shall be solely responsible for any additional compensation and benefits provided by the Union in addition to those provided by the Nashua School District under the collective bargaining agreement.

4. The Nashua Teachers' Union agrees to reimburse the Nashua School District for the full cost of the wages and benefits for the President, and to indemnify the District against any and all liabilities associated with the leave of absence, including but not limited to workers' compensation. The method and manner of reimbursement shall be agreed between the parties to meet the administrative needs of the District.

5. The parties agree that this Memorandum of Understanding may be the subject of negotiations for a successor agreement but shall continue in full force and effect in subsequent collective bargaining agreements unless modified in writing by the parties.

DATE: _____

NASHUA BOARD OF EDUCATION

_____
Robert Hallowell, President

_____
Steven Haas, Clerk

NASHUA TEACHERS' UNION
LOCAL 1044 AFL-CIO

_____
Robert Sherman, President

_____
Judith Loftus, Secretary

AMENDED
R-13-152

RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF EDUCATION AND THE NASHUA TEACHERS' UNION, LOCAL 1044, AFT, AFL-CIO FROM SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2016 AND AUTHORIZING RELATED TRANSFERS

CITY OF NASHUA

In the Year Two Thousand and Thirteen

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 Teachers' Union, Local 1044, AFT, AFL-CIO are approved. The collective bargaining agreement covers the period from September 1, 2013 through August 31, 2016.

BE IT FURTHER RESOLVED, that $788,147_ from Department 194, Contingency, Account #70150 "Contingency - Negotiations" be transferred into Department 191, School, Account #51900 "Budget Adjustments" for the purpose of funding FY2014 base salary adjustments contained in the agreement.

BE IT FURTHER RESOLVED, that $347,958 from Fund 7071, School Retirement Expendable Trust Fund be transferred into Department 191, School, Account #51900 "Budget Adjustments" for the purpose of funding FY2014 base salary adjustments contained in the agreement.

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA TEACHERS' UNION

LOCAL 1044 AFT, AFL-CIO

September 1, ~~2011~~2013

through

August 31, ~~2013~~2016

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AGREEMENT

AGREEMENT made between the NASHUA BOARD OF EDUCATION (hereinafter called the "BOARD") and the NASHUA TEACHERS' UNION, LOCAL 1044, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter called the "UNION").

ARTICLE I

Recognition

1:1 The BOARD recognizes the Nashua Teachers' Union as the exclusive representative for the purpose of collective bargaining concerning wages, hours and other terms and conditions of employment of all teachers who work a regular schedule of at least 50% or more duty hours per week (as defined by the number of hours teachers are required to work commencing with the arrival of students and ending at the end of the student day but excluding the teacher lunch period) of full time teachers in their grade level (i.e., elementary or secondary), including teachers who are under Annual, Partial-year, Title I teachers, Part-time teachers, and Continuing Substitute teachers, employed by the BOARD as included herein:

TEACHERS
SPEECH ~~and HEARING TEACHERS~~LANGUAGE PATHOLOGISTS
GUIDANCE/SCHOOL COUNSELORS
READING CONSULTANTS
DEPARTMENT CHAIRPERSONS
SPECIALISTS
LIBRARIANS
PEER COACHES
HEAD TEACHERS
SCHOOL NURSES
SCHOOL PSYCHOLOGISTS
SOCIAL WORKERS
TEACHER TEAM FACILITATORS
IN-HOUSE SUSPENSION TEACHERS

and excluding all other employees.

1:2 The UNION agrees to represent equally all teachers without regard to membership in the UNION.

1:3 Commencing with the date of their appointment as a continuing substitute all Continuing Substitute teachers shall be covered by all provisions of this Agreement, in accordance with the limitations stated therein, with the exception of the following contract provisions:

Article 6:2	Sick Leave Bank
6:10	Extended Leaves
6:11	Sabbatical Leave
7:1	Notification of Re-Employment
7:2	Notification of Assignment
7:7	Seniority
7:8	Reduction in Staff
7:9	Recall
10	Transfers, Vacancies and Promotions

1:4 All Title I teachers included in the bargaining unit who have a work day or work year less than the work day or work year of a contract teacher, shall be covered by all provisions of this Agreement, in accordance with the limitations stated therein, with the exception of the following contract provisions:

Article	4:8	Longevity

*5:1	Workers' Compensation and Pension (Pension portion only)
5:3	Health Insurance
5:6	Continuation of Insurance
~~6:10~~	~~Extended Leaves~~
~~6:11~~	~~Sabbatical Leave~~
8:1A.1,.2,.3.	School Year/School Calendar
8:2	School Day
8:3	Planning Periods
8:4	Teaching Load/Class Size
IX**	Transfers, Vacancies and Promotions

- Nothing in this Agreement shall be construed to affect the right of the above Title I teachers to become a member of the New Hampshire Retirement System. The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of any of the above Title I teachers unless the enrollment of those teachers in the System is mandated by the System or by other provisions of State law.

** With the exception of those portions of subsections 9:1 through 9:6 applicable to the transfer rights of Title I teachers to Title I positions within their designated area.

1:5 All Part-Time teachers included in the bargaining unit shall be covered by all provisions of this Agreement, in accordance with the limitations stated therein, with the exception of the following contract provisions:

Article 4:8	Longevity
*5:1	Workers' Compensation and Pension (Pension portion only)
5	
~~5:4~~	~~Life Insurance~~
6:2	Sick Leave Bank
~~6:10~~	~~Extended Leaves~~
~~6:11~~	~~Sabbatical Leave~~
8:2	School Day
8:3	Planning Periods

*Nothing in this Agreement shall be construed to affect the right of any Part-Time teacher to become a member of the New Hampshire Retirement System. The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of any Part-Time teacher unless the enrollment of that teacher in the System is mandated by the System or by other provisions of State law.

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

2:3 The term "Teacher", as used in this Agreement, means a person employed by the BOARD who is part of the Unit as described in ARTICLE I.

2:4 The term "Department Chairperson", as used in this Agreement, means a teacher with single building responsibility and supervision.

2:5 The term "Teachers' Union Representative", as used in this Agreement, means a Teacher Union Building Representative or the alternate UNION designee who shall be part of the Unit as defined in ARTICLE I.

2:6 The term "allied fields" shall mean a closely related subject to that in which the teacher's previous experience occurred.

2:7 Whenever the singular is used in this Agreement, it is to include the plural where the context clearly so indicates.

2:8 The term "service", as used in this Agreement, shall mean time when the teacher is actually engaged in teaching, together with any authorized paid leave granted pursuant to this Agreement.

2:9 A regular "School Nurse" is a Registered Nurse licensed by the State of New Hampshire employed in said capacity to fill an approved budgeted School Nurse position which is not temporary or as provided in Article 9:9B.

2:10 A "Continuing Substitute School Nurse" is a Registered Nurse licensed by the State of New Hampshire employed in said capacity to fill a School Nurse position temporarily vacant due to an approved extended leave of absence, or to fill a permanently vacant position as provided in Article 9:9.

2:11 A "Temporary School Nurse" is a Registered Nurse licensed by the State of New Hampshire employed to fill a Temporary School Nurse position that is expected to be of limited duration.

2:12 A designated area is composed of all teachers currently teaching in a subject area. These teachers must teach in that subject for the greater portion of their regular work day as referenced in Appendix H.

2:13 The term "Master Plan", as used in this agreement, refers to the professional development master plan required by the New Hampshire Department of Education and approved by the Nashua Board of Education.

ARTICLE III

Grievance Procedure

Grievance and Arbitration Procedures

3:1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve:

A. An alleged violation of a term or provision of the existing contract.

B. A grievance otherwise arising out of the employer-employee relationship involving wages, hours or other terms or conditions of employment.

All such grievances will be handled as provided in this Article.

3:2 No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below or the grievance will be considered settled on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration.

3:3 All grievances over which a principal has no jurisdiction shall be submitted directly to the Superintendent within thirty (30) school days after the aggrieved party knows, or should have known, of the act or condition on which the grievance is based. Submission at any level within that thirty (30) school day period shall establish the timeliness of the grievance.

3:4 **Step I.**

Any teacher who has a grievance shall, with or without the Union Representative, discuss it first with the Principal in an attempt to resolve the matter at that level.

3:5 **Step 2.**

If the grievance is not settled within ten (10) school days after presentation at Step 1, the aggrieved party shall, within ten (10) school days thereafter set forth the grievance in writing to the Principal specifying:

(a) The specific nature of the grievance and date it occurred.

(b) The provision(s) of this Agreement which is alleged to have been violated.

(c) The nature and extent of the injury, loss or inconvenience.

(d) The results of previous discussions.

(e) The basis for dissatisfaction with the decisions previously rendered.

(f) The remedy which is desired.

The grievance shall be signed by the aggrieved teacher and Union Representative before being presented to the Principal in Step 2.

3:6 If the grievance is not received in writing by the Principal in Step 2 within thirty (30) school days after the aggrieved party knows, or should have known, of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.

The Principal shall act upon the grievance within five (5) school days after receipt at Step 2 and shall communicate a decision in writing to the UNION.

3:7 **Step 3.**

If the issue is not resolved after Step 2, the grievance shall, within five (5) school days after receipt of the Principal's decision be submitted to the Superintendent of Schools. The Superintendent shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate a decision in writing.

3:8 **Step 4.**

The UNION, no later than ten (10) school days after receipt of the Superintendent's decision, may appeal the Superintendent's decision to the School BOARD. The appeal to the BOARD must be made in writing reciting the matter submitted to the Superintendent and the basis for dissatisfaction with the decision rendered by the Superintendent. The BOARD shall act upon the Appeal within a period not to exceed fifteen (15) school days. The BOARD shall communicate its decision in writing to the UNION.

3:9 Failure at any step of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:10 It is understood that teachers shall, during and notwithstanding, the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the BOARD until such grievance and any effect thereof shall have been fully determined.

Rights of Teachers to Representation

3:11 Aggrieved persons may be represented at all stages of the grievance procedure by themselves and by a representative selected or approved by the Nashua Teachers' Union.

3:12 When a grievant in Step 1 is not represented by the Nashua Teachers' Union in the processing of a grievance, the Nashua Teachers' Union shall at the time of submission of the grievance at Step 2 have the right to be present and present its position in writing at all meetings with the grievant held concerning the grievance and shall receive a copy of decisions rendered.

Arbitration

3:13 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 UNION may submit such grievance to arbitration by giving written notice thereof to the BOARD no later than two (2) weeks after the completion of Step 4. The grievance shall be considered as having been settled in Step 4 unless it is so submitted to arbitration within such time limit.

3:14 The choice of the Arbitrator shall be by agreement of the parties. However, if such agreement has not been reached within one (1) week after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the UNION to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining, of said Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement.

3:15 Each grievance shall be separately processed in any arbitration proceeding under this Article.

3:16 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

3:17 The Arbitrator selected will confer with representatives of the BOARD and the UNION. The arbitrator will set forth findings in writing, and submit them to the BOARD and the UNION.

3:18 The operation of this grievance and arbitration agreement shall be subject to the provisions of Chapter 542 of the New Hampshire Revised Statutes Annotated.

3:19 If Chapter 542 should be held by the Supreme Court of New Hampshire to be inapplicable to employees in this bargaining unit, this article of the contract shall be renegotiated.

School Board Grievances

3:20 The School Board and its representatives (including the Superintendent, but excluding any other administrator) shall be entitled to file grievances against the UNION and its representatives involving the interpretation or application of a specific provision of this Agreement. Said grievance shall be submitted in writing to the UNION.

3:21 If said grievances cannot be resolved between the BOARD and the UNION, the BOARD shall be entitled to submit them to arbitration. It shall give the UNION written notice thereof not later than two (2) weeks following the date when it has been determined that the grievance cannot be settled or resolved. If said notice is not given within the required time, the grievance will be considered as waived.

3:22 If the grievance is not received by the UNION within thirty (30) days after the BOARD knows, or should have known, of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.

3:23 Released Time

Any teacher who has filed a grievance in accordance with the provisions of this contract will be granted released time as needed without loss of pay or loss of personal days for attendance at required grievance and/or arbitration hearings. The same privilege shall be granted to one UNION representative who attends said hearing with the teacher.

ARTICLE IV

Salary and Rates of Pay

4:1 Basic Salary Schedule

The salaries and differentials of the members of the Unit defined in Article I are set forth in Appendices A-1 through A-6; B; C; D; and E which are attached to and made part of this Agreement. The agreed upon salary schedules shall be implemented, including payment of all incremental increases, as follows; Schedule A-1 ~~and A-4 Schedules~~ will be implemented September 1, ~~2011~~ 2013 and employees will not be moved any increments; Schedule A-2 ~~and A-5 Schedules~~ will be implemented ~~August 31, 2012~~ on October 1st of the 2014-2015 school year and employees will ~~not~~ be moved ~~any~~ one increments; Schedule A-3 ~~and A-6 Schedules~~ will be implemented on ~~the 90th day~~October 1st of the ~~2012-2013 School Year~~2015-2016 school year and employees will ~~not~~ be moved ~~any~~ one increments.

~~The NTU and the Board will organize a joint study committee commencing January 1, 2009 to explore salary schedules.~~ No employee hired after the ratification of this agreement shall be placed on the salary scale above any employee with equivalent experience who was hired after September 1, 2013.

4:2 Placement on the Salary Schedule

A. Subject to the Superintendent's approval and recommendation:

Teachers, other than school nurses and school psychologists, shall be granted full credit for all prior teaching experience after the receipt of their Bachelor's Degree provided that such experience is current and in the same or an allied field.

School nurses shall be granted full credit for all prior school nursing experience and one-half (1/2) credit (rounded to the nearest whole number) for all other nursing experience related to children of public school age, provided such experience is current. No credit will be given for experience prior to the receipt of a Registered Nurse License.

School psychologists shall be granted full credit for all prior teaching and/or psychologist experience provided that such experience is current and in the same or an allied field.

This clause shall not be applied retroactively in that present service, as determined, shall be deemed as final.

B. Service as a teacher of at least ninety (90) school days within a previous school year is required for the period to count toward a step on the salary schedule.

C. Teachers shall be notified during the first full week of school of their Step on the Salary Schedule and their salary for the current school year.

4:3 Anniversary Date

For purposes of salary payment, members of the defined Unit who have ninety days service under 4:2B will advance a Step on the salary schedule as provided by the terms of this Agreement on the date as determined in Section 4.1 for each year of this Agreement upon the recommendation of the Superintendent of Schools.

4:4 Increments for Advanced Credit

Requests by individual teachers, excluding school nurses, for advanced credit placement shall be granted by the Superintendent upon submission of satisfactory evidence of the completion of all requirements for such credit. Teachers must make requests in writing accompanied by a transcript by September 1 of each school

year in order to obtain advanced credit placement commencing with the first workday of that work year and by February 1 of each school year in order to obtain advanced credit placement commencing with the 92nd workday of the current 184 day work year. If an official transcript is unavailable for presentation to the Superintendent by September 1, or in the case of credits to be paid after February 1, by February 1 , an affidavit from the teacher concerned will be considered as evidence of completion until a transcript is received, however, if the transcript is not received within 90 days after advanced credit placement is granted, all increased payments shall stop and the right to increased pay for the credits granted shall be deferred until the next adjustment date after the transcript is received. The BOARD shall have the right to take all steps allowed by law, including recoupment or set-off of previously paid amounts, to recover overpayments made. Credit shall be given only for courses at an accredited college or university which are allied to the teacher's profession or which are required in connection with an advanced degree program allied to the teacher's profession.

4:5 Method and Time of Salary Payment

Regular teachers shall have the following options for receiving their paychecks:

Option A: Twenty-six (26) equal biweekly installments, starting no later than the second week of the school year.

Option B: Twenty-six (26) equal biweekly installments, starting no later then the second week of the school year, with a final lump sum payment in June of all installments remaining unpaid at the close of the school year.

Option C: Twenty-two (22) equal biweekly installments, starting no later than the second week of the school year.

Each teacher shall be required to choose one of the above options for each succeeding year on June 15, or on the date of hire. The choice made shall be irrevocable for the year of choice. Payroll deduction arrangements to cover summer leave obligations shall be standardized by the District for each group of optionees.

The BOARD shall have the right to fix the day of the week paychecks shall be distributed to coincide with the requirements of the city's payroll processing system. Paychecks shall be distributed to personnel in individual envelopes. The District may institute delivery of direct deposit slips by electronic means, subject to requirements of state law.

If a teacher leaves or dies during the school year, the teacher or the teacher's estate shall be entitled to a prorated share of the teacher's contract salary based on the period of service in days in relation to the number of days schools are in session during the school year, minus the compensation already paid.

4:6 Method And Time Of Payment For Advisors/Coaches

A. Members of the Bargaining Unit who are advisors/coaches for co-curricular and extra-curricular activities which are for less than a full year shall be paid for that activity within at least two teacher pay periods after the activity has been satisfactorily completed.

B. Members of the Bargaining Unit who are advisors/coaches for co-curricular and extra-curricular activities which are for a full year shall be paid one half their annual compensation for that activity on the first payroll following the conclusion of each semester.

Members of the Bargaining Unit who are advisors/coaches for extra-curricular activities may, upon written request, have the option of receiving their pay for each activity in equal installments over twelve (12) teacher payroll periods commencing with the first teacher payroll period of each new school year next following the commencement of each activity, provided that if the twelve (12) teacher payroll periods would end beyond June 30 of each school year, then this option shall not be available. The written request must be received by the Human Resources Office at least two weeks prior to the commencement of each activity for this option to be exercised.

Advisors/Coaches are listed in Appendices D and E.

4:7 Supplemental Injury Benefits

A. A member of the bargaining Unit absent from work as a result of an injury occurring during employment, and who receives weekly worker's compensation benefits shall be paid by the BOARD the difference between the teacher's normal weekly salary (including all benefits) and the amount the teacher receives as weekly worker's compensation benefits.

B. It is intended that no teacher shall receive for each week of absence more than the amount of the teacher's regular weekly salary. Any excess amounts received shall be forthwith returned to the School Board.

C. Absences under this provision shall be charged to the teacher's current and accumulated sick leave on the basis of one-half (1/2) day sick leave deducted for each day of absence.

D. This supplemental benefit shall cease upon the exhaustion of the teacher's sick leave entitlements as described above.

E. The provisions of this section shall not prevent a teacher from electing to waive the supplemental benefit from the District in which instance no sick leave days shall be deducted from the teacher's accumulated sick leave.

4:8 Longevity Payments

Longevity payments shall be made annually in January of each school year for teachers, other than school nurses, in the service of the District as of the first day of that school year, and employed by the District prior to September 1, 2014. Longevity payments shall be computed as of the first day of the school year preceding the payment date according to the following schedule:

At the beginning of fifteen (15) but less than twenty (20) years of service with the District as of September 1, $281
At the beginning of twenty (20) but less than twenty-five (25) years of service with the District as of September 1, $1,294
At the beginning of twenty-five (25) or more years of service with the District as of September 1, $1,688

Longevity payments for school nurses shall be computed as of the first day of the school year preceding the payment date at eighty percent (80%) of the applicable teacher longevity payment indicated above.

In the event a teacher leaves the employ of the District after the first day of the school year but before the January payment date, the longevity payment due for that school year will be paid with the final salary payment.

4:9 Severance Pay

A. Upon the retirement or death of a bargaining unit member in the employee of the District who has at least ten years seniority in the District, the BOARD shall pay to that employee, or the employee's estate in the case of death 1/184 of the step (of the column) on which the teacher is paid for each day of the employee's accumulated sick leave then remaining to a maximum of 100 days. Effective with employees retiring after July 1, 2015, severance payments will be further limited to no more than forty percent (40%) of the employee's latest annual base salary.

~~A.~~ To be eligible for the severance benefit, the employee must deliver to the Superintendent's office not later than February 1 a binding letter of retirement for the end of that

contract year. The Superintendent, under extenuating circumstances, may accept a letter of retirement after February 1 without loss of severance benefits.

For the purpose of the preceding ~~sentence~~paragraphs, retirement shall be defined as and limited to only those employees who are actually receiving retirement benefits under the provisions of the New Hampshire State Retirement System.

B. Upon either the resignation of a bargaining unit member, or the retirement of a bargaining unit member who has not not met the requirements for receiving severance pay as required in article 4:9 (A), and who is employed with at least ten years seniority in the District, the BOARD shall pay to that teacher the prevailing per diem substitute teacher rate of pay or $50 whichever is more for each day of the employee's accumulated sick leave then remaining to a maximum of 121 days.

C. Upon the layoff of a bargaining unit member in the employ of the District at the time of layoff, the BOARD shall pay to that employee the prevailing per diem substitute teacher rate of pay or $50 whichever is more for each day of the employee's accumulated sick leave then remaining to a maximum of 121 days. Any employee who receives severance pay upon leave the employ of he District as a result of being laid-off, shall, in the event of rehire have the option of repaying to the District all severance leave on the date of rehire

D. Severance pay for Title I and part-time teachers and part-time school nurses shall be prorated based upon the average number of hours per week they worked in the previous three years divided by the number of work hours for a full-time teacher on their grade level (i.e., elementary or secondary).

ARTICLE V

Supplemental Benefits

5:1 Worker's Compensation and Pension

Teachers shall be covered by the provisions of the New Hampshire Workers' Compensation Act and the New Hampshire Retirement System.

5:2 Tax-sheltered Annuity

The Board of Education agrees to continue to allow teachers to take advantage of the Federal Law concerning tax-sheltered annuities.

5:3 Health Insurance

~~Prior to the adoption of the plan changes identified below the Board shall provide upon the request of a member of the bargaining unit, the benefits of an individual, two-person or family coverage under one of the following plans offered by the City, if available, or a plan providing equivalent benefits, if the following plan(s) are not available:~~

~~(a) Blue Cross/Blue Shield Plan JWM, together with Blue Cross/Blue Shield $1,000,000 Major Medical Plan;~~
~~(b) Blue Choice New England Point of Service Plan or the Harvard Pilgim Point of Service Plan; or~~
~~(c) A choice of HMO Blue or Harvard Pilgrim Health Care.~~

~~Upon the adoption of the plan changes identified below, the~~The Board shall provide upon the request of a member of the bargaining unit the benefits of an individual, two-person or family coverage under one of the following plans offered by the City, if available, or a plan providing comparable benefits, if the following plan(s) are not available:

(a) Point-of-Service Plan
(b) HMO Plan; or
(c) The Board may make additional plans available to members with benefit levels and premium cost sharing determined by the Board in its sole discretion.

For the duration of this Agreement, either party to the Agreement may request that a joint labor/management committee be convened to consider the performance of the aforementioned plans and any changes thereto.

Any member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of an HMO or Point-of-Service Plan service area may change plans within a specified period after such move to the extent permitted by the plans.

The group health insurance of any member of the bargaining unit 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 member terminates employment with the District except that the group health insurance of members of the bargaining unit terminating their employment with the District at the conclusion of the school year shall expire on September 30 unless the member elects to terminate such insurance sooner.

~~Effective September 1, 2011, for~~For eligible members~~,~~ the Board shall contribute 70% of the premium for option (a) and 80% of the premium for option (b).

~~In the event a majority of the collective bargaining unit employees in the City and School District covered by agreements entered into on or after July 1, 2011 are subject to lower employee contribution rates than those contained in this agreement, those lower employee contribution rates shall apply to members of this bargaining unit within thirty (30) days of the effective date of those new agreements, but shall not be retroactive to July 1, 2011.~~

The BOARD's contribution for part-time teachers and part-time nurses shall be based on the ratio of hours such employees are required to work to the number of hours full-time teachers at their grade level (elementary or secondary) are required to work. In addition such teachers shall be required to pay the difference between 100% and the above Board contribution rates towards the cost of the health insurance premiums for the plan such teachers select.

Title I teachers may purchase health insurance at group rates at their own expense.

~~Office visit charges shall be $5. Effective September 1, 2008, office visit charges shall be $10 a visit. Emergency room visits shall be $25, $50 effective September 1, 2008. All emergency visit charges shall be waived if the employee is admitted to the hospital immediately after the emergency room visit.~~

~~Prescription drug co-pays shall be as follows:~~

~~Blue Choice New England Point of Service Plan/HMO Blue~~

~~In Pharmacy~~

	~~Brand~~	~~Generic~~
~~July 1, 2006 – June 30 2007:~~	~~$15~~	~~$5~~
~~Effective September 1 , 2008~~	~~$30~~	~~$10~~

~~Mail Order (90 Day Supply)~~

~~July 1, 2006 – June 30, 2007~~	~~$5~~	~~$5~~
~~Effective September 1, 2008~~	~~$10~~	~~$10~~

~~Harvard Pilgrim Health Care~~

~~In-Pharmacy~~

	~~Brand (Select)~~	~~Brand/ Non-Select~~	~~Generic~~
~~July 1, 2006 – June 30 2007:~~	~~$10~~	~~$25~~	~~$5~~
~~Effective September 1, 2008~~	~~$15~~	~~$35~~	~~$5~~

~~Mail Order (90 Day Supply~~

~~July 1, 2006 – June 30 2007:~~	~~$20~~	~~$75~~	~~$10~~
~~Effective September 1, 2008~~	~~$30~~	~~$105~~	~~$10~~

~~Implementation Terms for Increased Co-pays and Deductibles:~~

~~Effective September 1, 2012, all~~All plans offered by the City 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 (waived if admitted);

(c) Two Hundred Fifty Dollars ($250.00) Per Person, Five Hundred Dollars ($500.00) Per 2 Person/Family Inpatient/Outpatient Facility Deductible; and

(d) Three Tier Pharmacy Benefit of $5/$15/$35 ($5/$30/$70 Mail Order).

~~Employees will pay those increased co-pays and deductibles before September 1, 2012 if more than half of all city bargaining unit members in the City of Nashua and the Nashua School District have agreed to implement those co-pays and deductibles.~~

Teachers retiring after June 30, 1991 who have 20 or more years service with the Nashua School District and who are actually receiving retirement benefits under the provisions of the New Hampshire Retirement System will have a portion of their health insurance premiums paid for a single plan according to the following: The Board shall pay 20% of the premium plus 3.0% of the premium for each year in excess of 20 years of service to a maximum of 30 years (maximum contribution, 50%). Such contributions will cease when the retiree is eligible for Medicare coverage.

5:4 Life Insurance

The BOARD shall provide full payment of the cost of a term group life insurance policy equal to 100% of the teacher's base salary, rounded to the nearest thousand.

5:5 Dental Coverage

A. The District will pay the dental insurance carrier directly for the dental insurance benefits as they existed on August 31, 2006. Such payment shall be equal to one hundred percent of the cost on 1-person, 2-person

and family coverage. The dental insurance carrier shall provide the District with a monthly invoice of such premium costs. The District will pay the premium within twenty days of receipt of the invoice.
The administration of, and the contracting of any services required by any plan or program is the sole responsibility of and is to be performed solely by the UNION, and all benefits are to be available to unit members except as indicated in Article I. By September 1 of each year, the UNION shall submit an annual accounting to the BOARD of the expenditures of the funds allocated for the fiscal year ending June 30. The report will be submitted in a format provided by the District. Should there be a dispute between an employee and the UNION and/or the District and/or the BOARD, its agents, servants and employees relating to the dental coverage, the UNION agrees to indemnify and hold the District and/or the BOARD, its agents, servants and employees harmless in any such dispute.

The UNION agrees to track dental claims and exert its best efforts to hold premium costs to a minimum. The District and the UNION shall jointly negotiate the premiums with the carrier(s) on an annual basis.

The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Dental Fund as contained in the Collective Bargaining Agreement between the parties will be audited. The Nashua Board of Education will bear all costs of the audit and will select the auditor.

~~B.~~ Effective September 1, 2015 the above section 5:5 (A) shall become null and void, and the Board shall become directly responsible for negotiating, contracting and providing dental insurance to teachers and retirees at no premium cost for a 1-person, 2-person or family plan, based on the plan the employee is eligible for and selects. Plan benefits are listed in Appendix J.

~~The District will also reimburse the UNION on a monthly basis for the District's share of the retiree health insurance premiums, as described in the sidebar agreement of December 19, 1988. The District will reimburse the UNION for the UNION's share of retiree health insurance premiums to the extent that share was paid out of the dental fund in accordance with the sidebar agreement of December 19, 1988.~~

~~B.~~C. ~~Voluntary deductions payable to the Nashua Teachers' Union for the purpose of insurance shall be deducted from the salary of each teacher who files an authorization in the form set forth in Appendix G of this Agreement. Such authorization shall remain in full force and effect while the teacher is employed by the Nashua School District, or until revoked in writing or modified through the issuance of another authorization between September 1 and September 15 of any given year.~~

C. The Nashua Board of Education will not object to the Union President, at the President's expense, maintaining enrollment in the dental program. The maintenance of such enrollment is contingent on the permission of the insurance carrier. The Nashua Board of Education shall have no liability for said enrollment or lack thereof.

5:6 Continuation of Insurance

Upon agreement by the respective insurance carriers, any teacher who is on authorized unpaid leave may be permitted to continue health and life insurance benefits provided by this contract at the teacher's sole expense, on condition that the teacher remits the full monthly insurance premium by check payable to the respective insurance carriers, to the District Human Resources Office no later than the 15th day of the month preceding the month the premium is due. In the event the teacher fails to remit the premiums due, the benefits provided by this Article 5:6 shall terminate immediately without further notice to the teacher and the teacher may not be reenrolled in the group insurance plan for which the premiums were being paid until the teacher returns to active service.

5:7 Mileage Allowance

Teachers who are authorized by the appropriate Assistant Superintendent or designee to use private automobiles for school business shall be reimbursed at the IRS rate. Such travel shall be approved in advance.

5:8 Course Tuition Reimbursement

A. A teacher who is enrolled in a subject related advanced degree program at an accredited college or university, providing that said teacher has received the prior written approval of the Superintendent for enrollment in that advanced degree program, shall be reimbursed for 80% of the cost of tuition.

B. A teacher who is enrolled in a course at an accredited college or university, which course is allied to the teacher's profession or which is required in connection with an advanced degree program allied to the teacher's profession, shall also be subject to the same reimbursement as above, providing said teacher has the prior written approval of the Superintendent for enrollment in said course.

C. The tuition reimbursements set forth in Sections A, B, E and F of this Article 5:8 shall not exceed a total for all teachers of $225,000.

D. In the event that a teacher is unable to enroll in the intended course and wishes to enroll in another course, the teacher shall notify the Superintendent in writing. The Superintendent will have ten (10) school days from the date the notice is received in the Superintendent's office to review the grant of approval for reimbursement. If no action is taken by the Superintendent within ten (10) school days of the receipt of notification the course shall be reimbursed as above.

E. A teacher who is enrolled in courses required for the teacher's certification in a critical shortage area as determined by the District in its sole discretion shall be reimbursed for 80% of the cost of tuition. The same rate of reimbursement will be paid to teachers currently teaching in the critical shortage area in the District, and who enroll in courses which in the District's sole discretion will enable such teachers to become better qualified to teach in the critical shortage area in which they currently are teaching. Said teachers must receive the prior written approval of the Superintendent for enrollment in said courses to be eligible for reimbursement. For teachers seeking certification in a critical shortage area, the benefits contained under this Article 5:8E shall terminate upon certification, or after three years from the date of initial enrollment whichever occurs first. For teachers currently teaching in the critical shortage area who enroll in courses to become better qualified, the benefits contained in this Article 5:8E shall terminate at the conclusion of the course(s) for which benefits are granted.

F. A teacher who is laid off and who enrolls in a program or course for the purpose of retraining, provided said teacher has received the prior written approval of the Superintendent for enrollment in said program or course, shall be reimbursed for 80% of the cost of tuition. A teacher who is laid off and who enrolls in courses required for the teacher's certification in a critical shortage area as determined by the District in its sole discretion shall be reimbursed for 80% of the cost of tuition. Said teacher must receive the prior written approval of the Superintendent for enrollment in said courses to be eligible for reimbursement. A teacher's entitlement to the benefits contained in this Article 5:8F shall commence at the conclusion of the school year during which the teacher is notified of his/her layoff for the ensuing school year and shall remain valid until the expiration of a two-year period thereafter, or until the teacher accepts a full-time position within or outside the District regardless of its nature, or upon certification, whichever occurs first.

G. Tuition reimbursement for Title I and part-time teachers shall be prorated according the following: The applicable tuition rate times the teacher's regularly scheduled work day/work year divided by the scheduled work day/work year of a full-time teacher on their grade level (i.e., elementary or secondary).

H. Due to changes in the Massachusetts State University System's billing procedures which breaks down what had been previously designated as tuition into tuition and certain other fees, the parties mutually agree that for the purpose of determining "tuition" as contained in this article, "tuition" for Massachusetts State University System schools will be deemed to include 1) what is specifically identified as tuition and 2) what is variously identified as "college fee", "operating

fee", "academic/curriculum fee", "local tuition fee ", "college service fee", "general college fee", "general purpose fee", "educational services fee", "general education fee", "one fee concept", "emergency fee", "general fee", "campus support fee", "all college fee", or "merged fees".

5.9 Disability Insurance

The District shall make available long-term disability insurance to teachers who may purchase at their own expense.

ARTICLE VI

Leaves of Absence

6:1 Sick Leave

A. Members of the bargaining unit shall be granted an annual sick leave of eleven (11) days without loss of pay for absence caused by illness or accident of the teacher or the teacher's children who reside with the teacher. Such leave not used in the year of service shall be accumulated for use in subsequent years up to a total accumulation of 154 days plus the days due in the current year.

In case of illness or accident of the spouse or parent of the teacher necessitating the teacher's absence from work, the teacher's building principal, or Director of Special Education in the case of school psychologists, or designee may grant absence from work with sick pay up to the amount of annual and accumulated sick leave to which the teacher is entitled.

The Board agrees that a teacher shall be notified at the beginning of each school year of the number of sick days the teacher has accumulated.

B. A current statement from a physician or other appropriate medical evidence certifying the incapacitating nature of the illness or accident may be required if the absence extends beyond five (5) consecutive school days. If requested in writing, the notification shall be accompanied by a physician's statement estimating the length of the period of disability. Such estimated period of disability may be revised by submission of an updated physician's statement.

C. A teacher whose illness may reasonably be expected to extend for the duration of one or more semesters must notify the Superintendent in writing as soon as the estimated duration of the absence is reasonably known. The notification shall be accompanied by a physician's statement stating the estimated period of physical disability. Such estimated period of disability may be revised by submission of an updated physician's statement.

D. Sick leave days for teachers hired or returning from leave after the beginning of the school year shall be prorated in the ratio the number of remaining teacher work days is to 184 days. Leave days for Title I and part-time teachers shall be prorated in the ratio their regularly scheduled work day/work year is to the scheduled work day/work year of a full-time teacher. Deductions for absences will be made in the ratio the regularly scheduled work day for the Title I or part-time teacher is to the scheduled work day of a full-time teacher.

6:2 Sick Leave Bank

Any member of the bargaining unit who elects to participate in the Sick Leave Bank must contribute one day of the member's sick leave days to the Sick Leave Bank in order to qualify for membership. Such contributions must be made within 30 calendar days of the date the person begins employment or within 30 calendar days of a call for replenishment of the bank as provided in this Article 6:2.

Whenever the number of days in the Sick Leave Bank on the first day of a new semester is less than one (1) times the number of members of the bargaining unit, the Committee shall notify all teachers within 10 calendar days. Any member of the bargaining unit who elects to continue participation in the Sick Leave Bank must contribute an additional day of the member's sick leave to the Sick Leave Bank within 30 calendar days from the date of notice. Teachers who are drawing days from the Sick Leave Bank at the time a call is made for replenishment of the bank will be continued as members of the bank. Teachers who have exhausted their current and accumulated sick leave at the time a call is made for replenishment of the bank will be continued as members of the bank provided they agree to contribute a day to the bank on the first day of the new school year next following. Teachers returning from authorized leave during the 30-day interval between the time a call is made for replenishment of the bank and the deadline for making a contribution will have 30 calendar days from the date their employment resumes to contribute to the bank. New hires and teachers returning from leave will be informed of the Sick Leave Bank by the Human Resources Office at the time of their orientation interview provided, however, that it shall be the responsibility of the teacher to report to the Human Resources Office for such orientation interview. Teachers who elect not to continue their membership in the bank may rejoin the bank by contributing one day of their accumulated sick leave to the bank within 30 calendar days of a call for replenishment of the bank as provided in this Article 6:2.

Contributing members may apply for withdrawal from the Sick Leave Bank for reasons of prolonged or continuing illness or incapacitating accident of the contributing member in accordance with the Sick Leave Bank rules. Sick Leave Bank withdrawals will begin upon depletion of accumulated sick leave.

The operation of the bank and withdrawals therefrom shall be carried out by a Committee of two (2) teachers selected by the UNION and one administrator selected by the Superintendent which shall furnish written records of deposits and withdrawals to the Superintendent. The Committee shall establish its rules and regulations and may require substantiating medical documents, and in all cases the decision(s) rendered by the Committee shall be final and binding. The total number of accumulative days in the bank shall not exceed two times the number of members of the bargaining unit.

6:3 Personal Leave

A. Teachers shall be granted a leave of absence with full pay, by the principal or his/her designee, for the following reasons up to a maximum of three (3) days in any contract year:

1. Marriage of the teacher's mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or child(ren).

2. Graduation exercise of the employee, the employee's spouse, or the employee's children.

3. Required appearance in court.

4. Observance of a nationally recognized religious holiday of the religion practiced by the teacher.

5. Personal business that cannot be accomplished outside of the school day. Personal Leave Days are not to be used for shopping, leisure activities or recreation. If the School District believes that a teacher has used a Personal Leave Day for shopping, leisure activities or recreation, the School District may seek resolution of the disputed day through the Personal Leave Committee. The Personal Leave Committee shall consist of two (2) members of the Nashua Teachers' Union and two (2) members from the Administration.

B. All leaves of absence referred to in Article 6:3 are subject to the following conditions:

1. Except in emergency situations, at least 72 hours' verbal notice shall be given in requesting a personal day through the principal or his/her designee. Lacking such notice, the absence will be considered unauthorized and the teacher's pay will be deducted at a daily rate of 1/184th of the annual salary or at the per diem rate applicable to that teacher

who has a regular work schedule of less than 183 days. The Board reserves the right to establish a written process for documenting the approval and use of personal leave in compliance with federal and state statutes.

2. The principal, or his/her designee may, if necessary and for valid reason, withhold approval of requests for personal leave in which case his/her position shall be given in writing to the individual concerned.

3. Teachers requesting a personal day immediately preceding or following a holiday or vacation period must provide the principal, or his/her designee, with the specific reason the personal day is being requested. No paid personal days will be granted for the aforementioned days for the purpose of extending the holiday or vacation period, or if the reason for which the day is requested could be scheduled on another day. An unpaid personal day may be granted subject to the provisions of section "2" above.

C. Personal Leave Days which are not used in any contract year will be added to the teachers accumulated sick leave balance as provided for in Section 6:1A of this Article.

6:4 Leave for Conference, Conventions, etc.

Teachers shall be encouraged to attend educational conferences and upon the recommendation of the Superintendent and in accordance with existing BOARD policy may be given released time for such purposes.

6:5 Visiting Days

Teachers may be permitted to visit in other classrooms of the City of Nashua or other cities and towns to observe teaching techniques and inspect teaching materials. Permission for such activity shall be granted only after submission of pertinent data, which includes the number of days required, and upon recommendation of the Superintendent of Schools.

6:6 Organized Reserve Forces

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted leave of absence during the time of the person's annual tour of duty as a member of such reserve component; provided however, that such leave shall not exceed fifteen (15) days. Individuals serving under this provision shall receive the difference between their military pay and that which they would have earned had they not been called to service. This provision shall not apply to any teacher who has a tour of duty scheduled during the school year and who could postpone said tour of duty until the summer, but who instead chose to serve said tour of duty during the school year.

6:7 Military Service

Each teacher shall be granted a leave of absence for military service, without pay, for the duration of compulsory service. A teacher granted such a leave shall, upon return, receive active service credit and appropriate annual salary, including increases granted during the period of military service.

6:8 Selective Service Tests

Each teacher shall be granted regular salary, without loss of pay, when required to be in attendance for a usual and customary selective service examination, physical examination, or other tests required by the United States Government.

6:9 Bereavement Leaves

A. Teachers shall be entitled to up to three (3) days bereavement leave per occurrence with pay in any school year for absence due to the death of a member of the immediate family of the teacher.

"Immediate family" shall include: mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, like step-relations and partners.

B. Teachers shall be entitled to up to seven (7) days bereavement leave with pay for absence due to each death of their spouse or child(ren).

C. Teachers shall be entitled to up to three (3) days total bereavement leave with pay in any school year for absence due to the death of a close relative of the teacher. "Close relative" shall include: aunt, uncle, niece, nephew, in-laws not included under (A) and close friends, provided the close friend lives in the teacher's home.

D. Permission to attend the funeral services may be granted to at least one teacher from the District in the case of death of a teacher retired from the District.

6:10 Extended Leaves

A. Any teacher under a continuing contract, or a school psychologist or school nurse who has completed three years of service in the District, may apply for an unpaid extended leave of absence for any of the following reasons:

1. Professional activities associated with an agency of government, inclusive of elective office.
2. To accept a position as an officer of the teacher's State or National Union.
3. Peace Corps.
4. Vista Program.
5. National Teachers Groups.
6. Graduate Study.
7. Job related travel.
8. Extended illness of the teacher's mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, spouse, child(ren), or a close relative residing in the teacher's home. "Close relative" is defined in Article 6:9C above.
9. Personal reasons.

B. Any teacher may apply for an unpaid extended leave for his/her own extended illness.

C. Consideration of Leave Requests

1. Requests for unpaid extended leaves of absence for the reasons stated under 6:10 A and B must be submitted at least ninety (90) calendar days prior to the effective date of the requested initial leave and at least sixty (60) calendar days prior to the effective date of a requested extension of a leave, except in the event of unforeseen circumstances, for the requests to be considered.
2. The BOARD, at its discretion, may grant an extended leave for the reasons stated under 6:10 A and B for a period of up to two years. No leaves of absence will be granted for the purpose of accepting employment outside the Nashua School District or for self employment.

D. Any teacher may apply for an unpaid extended leave of absence for purposes of rearing the teacher's natural or legally adopted child. An extension of such a leave for up to one year may be granted provided that the teacher submits a request for such an extension at least sixty (60) calendar days prior to the effective date of the requested extension. Such a leave or extension of a leave is limited to the child's first two years of life.

E. All leaves granted under this Article 6:10 shall terminate ~~on the first teacher work day of a new school semester or the first teacher work day of the second quarter~~at a transition point in the school year for a specific grade level, such as at the end of a school vacation at the elementary level, or at the end of a trimester or semester at the secondary level.

F. A teacher who returns from leave granted under this Article 6:10 on the date authorized by the BOARD under Section E above shall be assigned to a position for which the teacher is qualified and certified. Where practicable, and if so requested by the teacher, the Superintendent will assign the teacher returning from leave on the date so authorized to the same position held prior to the leave.

G. With one month's written notice to the Superintendent and for cause, a teacher on leave granted under this Article 6:10 may indicate an interest in returning to active service on a date earlier than the one originally authorized by the BOARD under Section E above. Such a teacher may be granted a position for which the teacher is qualified and which is available by reason of its not being filled by Board action as of the date the one month's notice has been received by the Superintendent. A teacher who elects to take a position under this Section G shall have no further rights to that position after the conclusion of the period for which the position is vacant. A teacher who elects to take a position under this Section G shall be entitled to the rights granted under Section F as of the date of return from leave authorized by the BOARD under Section E.

6:11 Sabbatical Leave

A. A teacher shall, conditional only on the operational requirements of the District and the numerical limit provided below, be granted, "Sabbatical Leave" under the following conditions:

1. The teacher must have completed six (6) years continuous service as a teacher in the District since the last sabbatical leave.

2. The teacher shall be paid at the rate of 75% of annual salary prorated for the period of the leave whether it be for a full year or one half year.

3. Requests for sabbatical leave must be received by the Superintendent in writing on forms designated by the BOARD no later than January 1 and action must be taken on all such requests no later than the third week in March of the school year preceding the school year for which the sabbatical leave is requested.

4. The teacher must be enrolled in an accredited college or university and be engaged in a formal program leading to an advanced degree leading to a specialization which is needed by the District.

5. Requests for sabbatical leave on a basis other than the criteria established above shall be given consideration and nothing contained herein shall prohibit the BOARD from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the District. Upon the recommendation of the Superintendent and the approval of the BOARD, such leave shall be granted.

6. Upon return from sabbatical leave, a teacher shall receive active service credit and appropriate annual salary, including increases granted during the period of sabbatical leave.

7. Any teacher granted a sabbatical leave of absence must agree in writing to continue working for the District for at least two (2) years following the sabbatical leave.

8. A report or summary of the sabbatical leave shall be submitted to the Superintendent of Schools and the BOARD upon the completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the BOARD and the administration, shall be furnished by the individual during the leave period.

9. The number of leaves granted under this Article shall not exceed 1% of the number of teachers eligible for sabbatical leave. In the event a request for sabbatical leave is denied,

the Superintendent shall, within fifteen (15) days of the denial of the request, give a written explanation of the reasons for the denial to the teachers_ involved.

B. A teacher may be granted sabbatical leave to pursue enrollment in courses as specified under 5:8D subject to the remaining provisions of Section A.9 above. This benefit is limited to a total of two (2) teachers per contract year, in addition to the allotment of sabbatical leaves provided under Article 6:11A of the sabbatical leave provision, and shall be provided to current employees only. In the event the number of leaves taken under Article 6:11A above is less than the number of sabbatical leaves for which the unit is eligible, the number of sabbatical leaves for which the unit is eligible under this Article 6:11B shall be increased by the number of leaves under Article 6:11A for which the unit is eligible less the number of sabbatical leaves taken under Section 6:11A.

6:12 Court Appearances

A teacher who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted the difference between the fee received for such service, excluding court reimbursement for mileage, meals and lodging, and the amount of earnings lost by reason of such service. Satisfactory evidence of the fee received exclusive of mileage, meals and lodging reimbursement, must be submitted to the Payroll Office for the differential to be granted. Any teacher asked by the District to testify in any judicial proceeding shall be granted released time without loss of pay or benefits.

ARTICLE VII
Employment Status

7:1 Notification of Reemployment

Teachers will receive notification of the intent of the BOARD to re-employ them by letter, no later than the date established by state statute, and teachers _will indicate their intention to return, subject to the conditions of the master agreement no later than fifteen (15) days immediately following the notification date referred to above.

A teacher will make a good faith effort to give the District Human Resources Office at least forty-five days written notice if the teacher intends not to resume the teacher's position with the District for the beginning of any school year.

7:2 Notification of Assignment

A. The administration shall notify teachers of their tentative assignments, including subject area, grade level, where applicable, and the name of the course(s) for the coming school year, not later than May 25 of each year.

B. Information regarding academic level of classes shall be available by August 1 from building principals at the school building. Where possible materials shall also be made available at the school building upon request by the teacher.

C. All tentative assignments in this article are subject to revision by the Superintendent as educational and budget needs dictate.

7:3 Certification

~~Teachers, excluding school nurses, shall be assigned to teach within the scope of a valid certificate issued by the State Department of Education.~~

A. School nurses and speech pathologists must meet their occupational professional licensing and/or certification requirements.

B. All other teachers shall meet federal, state and NH Board of Education requirements and regulations for their positions, and be assigned to teach within the scope of a valid certificate issued by the State Department of Education.

7:4 Staff Development

A. ~~Teachers, excluding school nurses, who hold a valid Professional Certificate issued by the New Hampshire State Board of Education will be required to complete 50 clock hours of staff development activities as approved by the District Staff Development Committee each five years. This provision shall be subject to the approval of the State Board of Education. In the event approval is not granted, holders of Professional Certificates shall be required to meet the requirements of the Nashua School District Master Plan for Staff Development.~~School nurses, by virtue of their registered nurse licensing requirements shall be exempt from staff development under the Master Plan for Staff Development.

B. All other teachers, excluding school nurses, ~~other than those holding a valid Professional Certificate~~ shall be required to meet the requirements of the Nashua School District Master Plan For Staff Development.

C. The membership of the Professional Development Master Plan Committee shall include an equal number of teachers appointed by the Nashua Teachers' Union and representatives appointed by the Superintendent of Schools. The Superintendent's appointments may include administrators, teachers, a parent/community member(s), a para-educator(s), and/or a member of the Nashua Board of Education.

7:5 Evaluation of Teachers

A. All observations by a supervisor of the work performance of a teacher in a classroom shall be made openly.

B. When a supervisor enters a classroom of a teacher engaged in teaching it will be assumed the teacher is being observed for purposes which may include evaluation.

C. When a supervisor makes and signs a written evaluation of a teacher it will be shown to the teacher, who will acknowledge receipt thereof in writing; this shall not necessarily be interpreted to indicate the teacher's assent; if the teacher disagrees with all or any part of the evaluation the teacher may file written comments in the teacher's personnel file. There shall be no obligation to respond to the teacher's comments and a non-response shall not be interpreted to indicate agreement with the teacher's comments.

D. All evaluations will be in accordance with the evaluation forms and procedures adopted ~~by the BOARD or the Superintendent~~in the Master Plan prior to the start of a school year.

7:6 Teacher Personnel Files

A. Each teacher shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in the teacher's personnel file with reference to evaluation of the teacher's performance in such school district.

B. The BOARD shall provide to each teacher copies of the records and reports described above.

C. In the event that the BOARD removes from the teacher's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed.

D. Upon 24 hours' notice each teacher shall have the right to review and reproduce material in the teacher's personal file.

E. The teacher shall have the right to answer any material filed, and the teacher's answer shall be reviewed by the Superintendent and the answer shall be attached to the file copy.

F. Reproductions of such material may be made by hand, or copying machine if available.

G. Any item contained in a teacher's file to which a teacher has not been given access shall not be utilized in any legal proceeding against the teacher.

H. A teacher shall be given upon request a receipt for all transcripts, medical forms and all other material submitted to the District.

7:7 Seniority

A. The term seniority for the purposes of layoff and transfer shall mean accrued time in service as defined in article 2:8 in a designated area as set forth in Appendix H which occupies the greatest proportion of the teacher's regular work schedule.

B. The term seniority for the purposes of longevity and recall shall mean accrued time in service as defined in Article 2:8 in the District.

C. All teachers in the employ of the District as of September 1, 1980 will receive credit for all seniority accrued prior to that date, regardless of any interruption in service occurring prior to that date.

D. All accruals of time in service subsequent to September 1, 1980 shall be based on the following:

1. In the event of authorized unpaid leave or suspension the teacher shall retain such seniority as was accrued on the date of the authorized unpaid leave or suspension but shall commence further accrual only upon return and shall not accrue seniority during such leave or suspension period.

2. In the event of layoff the teacher shall retain such seniority as was accrued on the date of layoff but shall commence further accrual only upon return and shall not accrue seniority during such layoff. If the teacher exhausts his/her recall rights, the teacher shall lose all accrued seniority. Unit members who transfer out of the unit into another District position shall lose all accrued seniority after two years in such position.

3. In all cases of permanent termination of employment with the District, the teacher shall lose all accrued seniority.

E. For the purpose of accruing seniority, the percentage of the teacher's regular work schedule in relation to the work year of a full-time teacher will determine the yearly credit or proportion thereof.

In the case of Title I and Part-time teachers, the ratio of the teacher's total annual duty time to the total annual duty time of a full-time teacher will determine the yearly credit or proportion thereof.

F. Continuing Substitutes do not accrue seniority except that a Continuing Substitute who teaches one or more semesters in a designated area and who is then appointed with no break in service following a continuing substitute assignment to a full-time position in the same designated area shall retain all time in service as a continuing substitute for purposes of determining seniority.

G. Should two or more teachers be equal in terms of seniority as defined for layoff, seniority as defined for recall shall prevail in determining seniority. In the event two or more teachers are equal in terms of both definitions of seniority, the date of BOARD action on the hiring of the teachers shall prevail in determining seniority. If all of the aforementioned are equal, seniority shall be determined by social security number, with the teacher with the lowest last three numbers, having the least seniority.

7:8 Reduction in Staff

The provisions of this Article 7:8 shall apply only on occasions when the total number of permanent positions in a designated area is reduced. On those occasions when there is such a reduction in the total number of permanent positions, the following procedures will be used:

A. Staff reductions will first be accomplished through attrition of staff.

B. Teachers who ~~have not taught for three or more years in~~are not on a continuing contract with the District will be terminated prior to teachers who ~~have taught for three or more years~~are on a continuing contract with the District.

C. Should staff reductions extend to teachers who ~~have taught for three or more years in~~are on a continuing contract with the District, all teachers who are currently teaching in the designated area being reduced, excluding Part-time, Title I and Continuing Substitute teachers and seniority of teachers shall be considered in reaching a decision.

The teacher with the least seniority shall be laid off first unless a more senior teacher's level of performance, in ascending order of seniority, is significantly inferior to the junior teacher. The first more senior teacher whose level of performance is determined to be significantly inferior to that of the least senior teacher shall be the teacher laid off. If more than one teacher is to be laid off in a designated area, the District shall first compare in ascending order of seniority, the least senior teacher with the more senior teachers. Once a determination is made with respect to that teacher, the next most junior teacher shall be compared to the remaining more senior teachers in ascending order of seniority. This process shall continue until all teachers who are to be laid off are determined.

In instances where a more senior teacher is significantly less qualified solely because of the teacher's experience and training related to the remaining available positions in the designated area, the District shall make a good faith effort to reassign teachers in said designated area being reduced in accordance with the teacher's qualifications so that the senior teachers may be retained. In reassigning teachers in order to insure, as much as possible, that a junior teacher(s) does not displace a senior teacher(s) the District shall reassign teachers in such a manner that if it is necessary for the junior teacher(s) to displace a senior teacher(s), as much as possible, the more senior teacher(s) is retained.

If after such reassignments the junior teacher(s) is still significantly more qualified than a senior teacher, the senior teacher may be laid off first. Qualifications shall be determined by experience and training related to the remaining available positions in the designated area.

D. Part-time teachers shall be placed in a pool for the purpose of layoffs in part-time positions. The same procedure as that contained in Section C above shall be followed.

E. Title I teachers shall be placed in a pool for the purpose of layoffs in Title I positions. The same procedure as that contained in Section C above shall be followed.

F. Should a teacher who has seniority in more than one designated area be laid off in a given designated area, that teacher shall be considered in the pool of teachers in the alternate

designated area(s) for the purpose of reduction in staff under the same provisions as contained in Article 7:8C.

G. A teacher employed in a position that does not require a specific certification area or designated area in Appendix H, will be considered to be in the designated area in which the teacher holds certification (last taught). The teacher will accrue seniority in both his/her current position and in his/her area of certification.

7:9 Recall

Laid-off teachers shall be placed on one of the three separate recall lists, one for teachers including contract and Federally-funded Special Education teachers, one for Title I teachers, and one for Part-Time teachers. Recall rights will be implemented for each category separately. The teacher with the greatest seniority shall be recalled first for a position for which the teacher is both qualified and certified, and which falls in the recall pool category in which the teacher is placed. Teachers including Contract and Federally Funded Special Education teachers also shall have recall rights within the Part-Time teacher pool if the teacher so chooses and if there are no Part-Time teachers in the pool. However, a teacher including a contract or Federally Funded Special Education teacher electing recall to a part-time position shall lose all recall rights in the teacher including contract and Federally Funded Special Education recall pool until the conclusion of the school year in which they assume the position or until the position is discontinued, whichever occurs first. Laid-off teachers shall be retained on a recall list for three years, exclusive of any time spent filling a temporary vacancy, or, in the case of a teacher including a contract or Federally Funded Special Education teacher, a part-time position. A teacher who is on a recall list shall be entitled to take a temporary position for which the teacher is qualified and certified and which falls within the recall pool category in which the teacher is placed, provided that if a teacher elects to take a temporary position, the teacher shall be obliged to fulfill the term of service called for by the temporary vacancy, and shall be returned to the recall list only after completion of that service.

Any teacher who accepts any permanent position with the District, or who is offered a permanent position with the District for which the teacher is certified and qualified and who refuses the offer, shall be taken off the recall list, except that if a Part-Time teacher is offered a permanent position of lesser hours than the teacher normally worked at the time of layoff and refuses the position, the teacher shall retain the recall rights contained in this section.

Notice of recall shall be made in writing by certified mail return receipt requested to the last address which has been placed on file by the employee in the Human Resources Office. A simultaneous notice of recall shall be provided the UNION.

A teacher who is recalled shall in writing within 15 calendar days of the receipt of the notice or 30 calendar days from the date the notice is mailed, whichever is sooner, give notice of intent to accept the position. If the teacher does not respond within the aforementioned time period, the teacher will be considered as declining the position and will be removed from the recall list. The next eligible teacher, if any, then shall be given notice of recall.

7:10 Discrimination

There shall be no discrimination against any teacher because of the teacher's UNION activities or because of the teacher's membership in the UNION, or because of the filing of any grievance under this contract.

7:11 Tuberculosis Screening

Consistent with the current advisory of the State of New Hampshire, Department of Health and Welfare, Division of Public Health Services, teachers who have met the requirement of the BOARD'S pre-employment or prior post-employment tuberculosis screening will not be required to have further screening while in the continuous employ of the District. All teachers shall comply with future advisories on tuberculosis screening issued by the Division of Public Health Services. The BOARD will provide

screening services required after employment but not before employment through the BOARD'S own agents.

ARTICLE VIII

Terms and Conditions of Employment

8:1 School Year - School Calendar

A. The school year shall be developed from the following criteria:

1. 180 pupil days

2. Four days for teachers new to Nashua School District, three days for nurses new to the Nashua School District, two days for nurses experienced in the Nashua School District and one day for teachers experienced in the Nashua School District. These days shall be immediately preceding the opening of the pupil school year to be used as pre-school planning and organizing days, and for orientation.

3. Two (2) days (one day for nurses) during the school year may be used as parent and/or teacher conference days for teaching personnel to schedule conferences with parents and/or other teachers for the purpose of examining and discussing individual pupil progress; and/or may be used for in-service work; and/or may be used as training days for the purpose of updating and improving the professional skills of all teaching personnel. One of these days may be used by first grade teachers for conferences required in lieu of report cards. If one of these days is scheduled for parent conferences, the BOARD may at its discretion, determine the time of day the conferences will be held except that in no instance shall the hours so scheduled exceed the total hours required of a teacher on a regular school day. None of these days will be scheduled during the established school vacation periods. Prior to the holding of such days, the Superintendent shall furnish the teachers with a written schedule of proposed activities. Effective September 1, 2014 in-service days shall be held on Election Day for teachers and nurses, and on Presidents Day for teachers.

4. In general, the in-school work year for teaching personnel will not exceed 184 work days.

5. The total number of days referred to in Section A is exclusive of days on which school is closed as a result of weather or other emergency conditions.

6. Title I teachers may be obliged to make-up school days lost due to weather or other emergency conditions. If schools are on a delayed opening or early closing, Title I teachers, except for Title I nursery school teachers, shall work the same schedule as they usually work and be paid for their normal work day except that they shall report to work and/or leave work on the modified schedule.

7. A secondary guidance counselor(s) may be required to work up to an additional five days at the discretion of the respective assistant superintendent. Such additional work days shall be scheduled within ten week days immediately preceding the first day of the teacher work year. Guidance counselor(s) from within the building where such additional work is required who volunteer for such work will be assigned first, and then involuntary assignments will be made as necessary. If involuntary assignments are necessary, where possible, such assignments will be rotated from year to year among a building's guidance personnel. ~~Effective July 1, 2007,~~ Secondary guidance counselors will be paid at a per diem rate of 1/184th of their base annual salary for each additional day scheduled, or in the case of an elementary guidance counselor, a portion thereof for work done with a minimum of three hours pay.

Effective July 1, 2014 ~~School~~ school psychologists and speech pathologists may be required to work ten additional days. ~~School psychologists~~, and will be paid at a per diem rate of ~~1/200th~~ 1/184th of their base annual salary for each additional day worked.

B. School Calendar

1. The Superintendent shall consult with the UNION in the development of the school calendar prior to the presentation of said calendar to the BOARD for adoption. The Superintendent shall make a reasonable effort to consult the Union at least one month prior to said BOARD presentation.

2. Effective September 1, 2014 teachers shall not be scheduled to work the day prior to Thanksgiving.

~~2.~~3. The school calendar is determined each year by the BOARD in accordance with the applicable law.

8:2 School Day

A. As a professional, teachers are expected to devote to their work the time necessary to accomplish the task at hand.

B. The UNION agrees that a teacher's day is not necessarily coterminous with that of a pupil. However, it shall be no less than that which is established for the pupils.

C. In general, teachers, other than school nurses, will be free to act with professional discretion relative to the time of arrival at school in the morning or leaving of school in the afternoon. However, it is expected that, as a minimum all teachers, other than school nurses, will be in their respective classrooms or performing supervisory or instructionally related activities fifteen (15) minutes prior to the beginning of the pupil school day and ten (10) minutes after the close of the pupil school day. The Principal may require sufficient teachers, other than school nurses, not to exceed 1/3 of the staff on any day on an equitable rotating basis to be on duty to supervise students a daily total of forty (40) minutes, the distribution of said time prior to the beginning of the pupil school day and after the close of the pupil school day to be at the discretion of the Principal. The yearly total shall not exceed 5400 minutes. A tentative schedule of such duties will be provided to each teacher at the beginning of each semester.

D. As part of their professional responsibility, teachers will attend department and other professional staff meetings designed to provide meaningful professional growth or to clarify school business. Said meetings shall not exceed fifteen (15) meetings per year, excluding meetings held on school days when pupils are dismissed early. Advance notice of such meetings shall be provided at least 48 hours prior to the meeting except in cases of emergencies. The limitation of fifteen (15) meetings does not apply to the faculty of a new school occurring fifteen (15) calendar months before the projected opening date and through its first year of operation or to the faculty of a school during the fifteen (15) calendar months preceding an evaluation by an accreditation team.

For the express purpose of training, for development and implementation of new curriculum as defined in (A), (B), (C) and (D) below, teachers may be required to attend up to five meetings per year.

(A) A curriculum implemented throughout the District;
(B) A curriculum implemented across the three middle schools and/or the high school either throughout the school and/or the department;
(C) A curriculum implemented at the elementary level only;
(D) A pilot curriculum which may impact only one school, grade level, and/or department.

E. As part of their professional responsibilities, teachers other than guidance counselors will be expected to attend up to three (3) evening meetings per year for professional purposes. Guidance counselors will be expected to attend up to four (4) evening meetings per school year. Effective September 1, 2014 teachers other than guidance counselors will be expected to attend up to four (4) evening meetings per year, and guidance counselors will be exected to attend up to five (5) meetings per year. In addition, a teacher, when needed, may be required to attend ~~Placement Team~~Special Education Team and 504 Team staffings which extend beyond the conclusion of the teacher's school day as described in Article 8:2C, D and E. No additional compensation shall be paid for attendance at the first two such staffings occurring within a given school year. A teacher who is required to attend more than two such staffings per school year shall be paid at the rate of $25 per hour for each hour of attendance which commences after the teacher's school day as described in Article 8:2C and D. ~~The rate for attendance at staffings is $25 per hour.~~

F. Teachers, other than school nurses, shall be granted a duty-free lunch period equivalent in time to that granted to the students for lunch. Teachers, other than school nurses, shall be free to leave the school provided they sign in and out at the school office. At the elementary school level where mid-day breaks are normally inclusive of both lunch and recess, on days of inclement weather and when the Principal does not permit outdoor recess, the Principal may require sufficient teachers, other than school nurses, to report twenty (20) minutes early to assist the monitors, except that the number shall not exceed 1/3 of the staff on any day and teachers will be rotated on an equitable basis.

G. The on-site work day for secondary teachers, other than school nurses, will be seven (7) hours and eight (8) minutes and the on-site work day for elementary teachers, other than school nurses, will be six (6) hours and fifty (50) minutes except as otherwise provided in this Agreement or by past practice.

H. The regular work day for school nurses shall be the regular pupil school day plus 30 minutes. The building principal shall establish a regular work schedule for each nurse distributing the 30 minutes prior to the beginning of the pupil school day and after the close of the pupil school day at the principal's discretion. However, nurses shall make themselves available at the request of the building principal, for emergencies and conferences which may, on occasion, extend beyond the afore-described workday. Except in cases of emergency, 48 hours notice shall be given to nurses of times when they are expected to be available beyond the afore-described workday.

No school nurse shall be required to work when a school day is cancelled due to inclement weather or other emergencies. If the pupil school day is abbreviated by action of the District on an unscheduled basis due to an emergency, and a school nurse is specifically released from work before the conclusion of the nurse's normal work day, the school nurse will be paid the nurse's normal daily wage, regardless of the number of hours actually worked.

Each school nurse shall be entitled to a thirty (30) minute duty-free lunch break except in emergencies.

8:3 Planning Periods

A. All regular R through ~~6~~ 5 elementary teachers, and the Special Education teacher of an elementary self contained Emotionally Handicapped or Pre-school class shall have a planning period whenever teachers in the fields of art, music or physical education take over the class. The above teachers shall have such additional planning time as is required to provide the total amount of planning time set forth in the following schedule during all five (5) day school weeks. The remaining personnel on the following schedule shall have the amounts of planning time set forth on said schedule during all five (5) day school weeks.

Teachers shall continue to be aware of and prepared for their responsibility for continuity of program in the areas of art, music, and physical education. The teacher has the option to use planning time for either a pre-planned in-service program, parent conferences or for classroom activities.

Regular R through ~~6~~-5 elementary teachers, and the Special Education teacher of an elementary self contained Emotionally Handicapped or Pre-school class: 200 minutes per week, and 250 minutes per week effective September 1, 2008. Art, Music, Physical Education, Reading, Speech and Hearing, Library, and Guidance Teachers: 90 minutes per week. Kindergarten teachers (including kindergarten teachers in full-day kindergartens): 50 minutes per week; 100 minutes per week effective September 1, 2014. For Special Education teachers other than teachers of elementary self-contained Emotionally Handicapped classes and Pre-School class: 120 minutes and 150 minutes effective September 1, 2009.

B. When teachers in Art, Music, and Physical Education are absent from work, the Administration agrees that it will use its best efforts to replace them with specialist substitute teachers. In order to improve their compliance with this paragraph the Administration will keep a separate, updated and current list of specialist substitute teachers of Art, Music and Physical Education.

C. Secondary teachers in English/Language Arts, Mathematics, Social Studies, Foreign Languages, Science, Music, Art, Physical Education, Library, Guidance, Reading, Business, Special Education, Technology Education and Home Economics-General will have one planning period equal in length to the length of the instruction period per pupil school day.

D. During school days or weeks which are shortened due to holidays, vacations, inclement weather, or emergencies which necessitate school closings, planning periods scheduled for the time during which school is not in session shall be lost and not made up.

8:4 Teaching Load -Class Size

A. In scheduling teachers, the administration will attempt to keep the number of different rooms in which assignments occur at a minimum.

B. Teachers desiring special attention and supportive help and guidance may seek same from the Building Administration and other supervisors.

C.

1. On the secondary level no teacher shall be required to have more than five (5) periods of class instruction per day, more than six (6) different classes per marking period, nor more than four (4) different class preparations per marking period.

~~5~~2. A "class preparation" means a period of instruction which requires selection and organization of teaching content, materials and procedures, and/or the evaluation of the written and oral work of the students. Thus, if a school divides a given grade level into "College English" and "General English", this should be viewed as two distinct "class preparations". Subjects which are similar, but still clearly different, such as first year typing and second year typing, are considered as different "class preparations", whereas "personal typing" and first year typing may be considered as one preparation. Under certain arrangements for alternating subjects, two grade levels may be combined to form a single class. Each class of this type can be considered as one preparation.

A "period of class instruction" means a period devoted to any form of systematic, organized instruction.

3. A "period of class instruction" and a "class preparation" do not include a period of up to twenty (20) minutes to provide students with opportunities for advisory, co-curricular, make-up, enrichment or extra help, with time provided for preparation during the school

day. A joint labor-management committee will be formed to assess the effectiveness of how this time is used. This provision of the contract shall expire on August 31, 2016.

D.

1. Recognizing that class size is an important factor in providing quality education the BOARD will make reasonable efforts to meet the minimum standards established by the New Hampshire State Department of Education.
2. At the elementary level, class sizes shall not exceed the following:

Kindergarten	23 ~~except that up to 20% of the sections may have a class size of 25~~
Readiness	18
Grades I & II	27
Grades III-~~VI~~V	30

3. At the secondary level teachers shall be limited to a maximum of thirty-one (31) pupils per subject class (forty (40) pupils for physical education) except for (1) study halls, band, chorus, and similar activities and (2) programs of team teaching, large group instruction, educational television, film instruction, group lectures and similar instructional methods.

4. Class size will be determined on the first school day in October of each school year. The overage formula provided in Article 8.4.D.6 shall be paid for any overage experienced between the first day of school in September and October 1, provided that the overage(s) during that period continue beyond October 1.

5. No secondary guidance counselor shall have more than a total of 325 students. Guidance counselors at Nashua High School shall have no more than a total of 300 students. The BOARD agrees to implement the state standards for elementary guidance counselor student loads.

6. In the event a class size with the exception of Kindergarten and Readiness classes as set forth in this Article 8:4D is exceeded after the first school day in October, the teacher of said class shall receive additional compensation for each excess pupil for the time such excess exists computed according to the following formula: For the first two excess pupils, Elementary -- Three times (number of school days the excess pupil is enrolled in the class) times [(the District average teacher base annual salary divided by 184 days) divided by the maximum class size as set forth in this Article 8:4D)]; Secondary -- Three times (number of school days the excess pupil is enrolled in the class divided by 5) times [(the District average teacher base annual salary divided by 184 days) divided by the maximum class size as set forth in this article 8:4D)]. For the third and fourth excess pupil, two times the formula set forth in the first sentence of this section. For the fifth and sixth excess pupil, three times said formula. For the seventh and eighth pupil, four times said formula.

   Average teacher base annual salary shall be determined by the combined salaries paid in accordance with the Teacher Salary Schedule to all full-time Annual and Continuing Contract, Federally Funded Special Education, and Continuing Substitute teachers, other than school psychologists and school nurses, in active service with the District on the first day of the school year divided by the number of said teachers. The payment for excess pupils shall be made in a lump sum within thirty (30) days of the conclusion of each semester of each school year.

E At the secondary level with the exception of physical education and those exceptions noted under 8:4D.3 above, no teacher shall have a teaching load in excess of 150 per grading cycle. Load will be determined on the first school day in October of each school year.

F. The BOARD will limit assignments in secondary science, business, home economics, industrial arts and vocational education courses so that the number of students will, within a 10% margin, not

exceed the number of students who can be accommodated by the number of student work stations. Load will be determined on the first school day in October of each school year.

G. A six-hour per day aide for each four sections of kindergarten will be provided.

8:5 Student Health

A. Eye testing shall be done by professionally trained personnel.

B. A full time nurse shall be assigned to each large school to care for children who become ill and to carry out a program of health education through lecture and demonstration.

C. Weighing and measuring of children shall be done, or supervised, by the school nurse.

8:6 Scholarship and Standards

Teachers shall maintain the right and responsibility to grade pupils based upon records maintained by the teacher with respect to each pupil.

8:7 Job Descriptions

All department chairpersons and head teachers shall have a job description.

8:8 Parent-Teacher Conferences

Parent-teacher conferences are to be held as deemed necessary by the teacher, a parent, or in individual cases, the principal.

ARTICLE IX

Transfers, Vacancies and Promotions

9:1 Definitions

A. A promotional opportunity shall be defined as the positions within the collective bargaining unit of head teacher or department chairperson, and positions outside the collective bargaining unit which require greater supervisory responsibility and authority.

B. A transfer shall be defined as a geographical change from one school to another to non-promotional positions within the bargaining unit, or a change from the designated area in which the teacher spends the greatest portion of the teacher's regular work schedule to another designated area.

C. An intrabuilding reassignment shall be defined as a change in assignment within a designated area within a school.

D. A permanent vacancy is a vacancy in a position which is not eliminated by the District, and which occurs by reason of retirement, resignation, death, or other permanent termination of employment; or a new position.

9:2 Postings

A. Promotional opportunities because of vacancies and new positions which the BOARD wishes to fill on a temporary or permanent basis shall, except in an emergency, be posted for ten (10) calendar days prior to the positions being filled. All notices shall be posted on the bulletin board in every school, and in the administrative office, and shall also be sent to the UNION when posted. All posting notices referred to herein shall delineate the duties, rate of compensation, and qualifications for the position. All applicants not selected for promotional positions will be notified of the BOARD'S decision in writing.

B. A list of known permanent vacancies for the following school year will be posted annually in each school by April 15 and again by the last day of the pupil school year. Teachers desiring to be considered for such vacancies will submit a letter to the Human Resources Director by May 5 for the April 15 posting, or by June 30 for the last day of the pupil school year posting.

9:3 Transfer Requests

Teachers who desire a change in teaching or building assignment may file a written request with the District Human Resources Office not later than April 22 of the school year preceding the school year for which the change is desired. Such request shall be considered valid for one (1) year as a bona fide request for change. The request may be renewed in writing each school year not later than May 5 if it is not granted on initial application.

9:4 Transfer Notification

Notice of transfer or non-transfer will be given in writing to each teacher making a request under Article 9:3 as soon as practicable and under normal circumstances not later than June 30. After June 30 until the beginning of the new school year, notice of all personnel actions with respect to transfers will be sent to the UNION and posted in the Administration Building and in each school, within five work days.

9:5 Intrabuilding Reassignments

Intrabuilding reassignments, necessitated by concern about a teacher's effectiveness in their existing grade level, to vacant or newly formed positions will supersede voluntary reassignments to such positions.

Reassignments occasioned by administrative desires to have teachers teach on different grade levels, absent a concern about a teacher's effectiveness in their existing grade level and unrelated to a specific student program, shall be done on a voluntary basis.

In making intrabuilding reassignments, except as specifically indicated above, teachers within the designated area within the school who volunteer will be chosen first if qualified. No voluntary transfer will occur before a voluntary reassignment. In making an intrabuilding reassignment a teacher's level of performance and professional growth within and outside the district, applicable experience, the needs of the school, and seniority will be considered.

9:6 Voluntary Transfers

In making voluntary transfers to permanent vacancies within a designated area as set forth in Appendix H, only teachers who are currently teaching in that designated area shall be eligible. Title I teachers shall be eligible for only Title I positions within the designated area in which they are currently teaching. Both the qualifications of teachers to fulfill the position and the seniority of teachers shall be considered in reaching a decision. The teacher with the greatest seniority shall be transferred first, unless a less senior teacher is significantly more qualified. In making the determination, the District shall consider the qualifications of the teachers in order of seniority beginning with the most senior teacher. The first less senior teacher who is determined to be significantly more qualified than the most senior teacher shall be the teacher transferred. If more than one teacher is to be transferred in a designated area, the District shall first compare in descending order of seniority, the most senior teacher with the less senior teachers. Once a determination is made with respect to that teacher, the next most senior teacher shall be compared to the remaining more junior teachers. This process shall continue until all teachers who are to be transferred are determined.

Qualifications shall be determined by experience and training related to the vacancy and by level of performance in the applicant's current position.

If three or more eligible bargaining unit members apply for a transfer to a particular position which is permanently vacant, the District shall select one of the applicants according to the aforementioned criteria.

If two eligible bargaining unit members apply for a transfer to a particular position which is permanently vacant, the District shall select from among any applicants for the position in accordance with the aforementioned criteria.

If only one eligible bargaining unit member applies, the District shall consider the applicant for the transfer but shall not be obligated to grant the transfer.

9:7 Involuntary Transfers

A. When involuntary transfers are necessary because of a reduction in positions in a particular designated area in a particular school the least senior teacher in the school experiencing the reduction shall have the option of voluntarily transferring into the vacancy, after other voluntary transfer rights have been implemented, or forcing an involuntary transfer of the least senior teacher in the designated area, provided the teacher to be transferred is qualified for the vacant position. If, however, the least senior teacher in the designated area is already in the school experiencing the vacancy, the least senior teacher in the school experiencing the reduction shall be transferred into the vacancy and shall not be able to displace any other teacher in the District. Qualifications shall be determined by training and experience related to the vacant position.

This Article 9:7A shall only apply when there is a single involuntary transfer in a designated area.

B. In making involuntary transfers occasioned by a reduction of more than one position in a designated area in a school, the least senior teacher from the designated area in the school experiencing the reduction shall be transferred, except that the next senior teacher and teachers in order of seniority thereafter may be transferred before the junior teacher, if the senior teacher's level of performance in the teacher's current position is significantly inferior to the junior teacher in which case the senior teacher shall be transferred first, provided the teacher is qualified to perform in the vacant position. Qualifications shall be determined by experience and training related to the vacant position.

C. In all other involuntary transfers, level of performance, needs of the District including if a school has been deemed nonperforming under the No Child Left Behind legislation, seniority, experience and training related to the position to which the teacher will be transferred will be the only criteria used in making the decision.

9:8 Filling of Permanent Vacancies

A permanent vacancy occurring from the beginning of the second semester of a school year until April 30 shall be filled by the BOARD with a Continuing Substitute if a qualified Continuing Substitute is available, and, if not, by a per diem or interim substitute. A permanent vacancy occurring from May 1 to the conclusion of the school year shall be filled with a per diem or interim substitute. Except as provided in Article 9:2B a permanent vacancy occurring from the conclusion of the school year to the beginning of the second semester of the next ensuing school year shall be filled in any manner the BOARD deems appropriate.

9:9 Change Of Employment Status

A. Teachers (Other than School Nurses)

1. Any person who for a period in excess of 90 school days fills a particular position which is permanently vacant for at least that period, shall then be employed under partial year or annual contract, or as a Continuing Substitute teacher.

2. Any person who for a period in excess of 180 school days fills a particular position which is permanently vacant for at least that period, shall then be employed under partial year or annual contract.

3. Any person who for a period in excess of 90 school days fills a particular position which is temporarily vacant for at least that period by reason of an extended leave, shall then be employed as a Continuing Substitute teacher.

B. School Nurses

1. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 90 school days fills a regular school nurse position which is permanently vacant for at least that period, shall then be employed as a regular school nurse or as a continuing substitute school nurse.

2. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 180 school days fills a regular school nurse position which is permanently vacant for at least that period, shall then be employed as a regular school nurse.

3. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 90 school days fills a regular position which is temporarily vacant for at least that period by reason of an approved extended leave, shall then be employed as a continuing substitute school nurse.

4. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 200 continuous school days fills a temporary school nurse position, shall then be employed as a regular school nurse.

9:10 Closing Of School Building

If the BOARD closes a school building, and consolidates the services provided in that building with other facilities, the BOARD and the UNION will discuss the implementation of these transfer procedures prior to the implementation of any transfers.

9:11 Order Of Implementation

The provisions of Article 7:8 (Reduction in Staff) shall be implemented prior to the implementation of this Article IX. The provisions of Section 7:9 (Recall) shall be implemented subsequent to the implementation of this Article IX.

9:12 Program Opportunities

A. No teacher shall be required to work in programs which extend beyond the normal school day. However, teachers may volunteer to do so. When a vacancy in such work occurs, teachers currently employed in the District shall be given the opportunity to work in programs operating beyond the regular school day or year. The Superintendent shall post the title, qualifications, duties, requirements, and the salary. The Superintendent shall appoint the applicant most qualified for such work. If all qualifications of the applicants are equal then seniority in the District shall govern.

B. Factors relevant to qualifications shall include formal education and actual relevant experience.

C. The BOARD may deviate from this policy only for good cause which shall not be arbitrary, capricious or without rational basis in fact.

9:13 Probation For Nurses

The probationary period for nurses shall be thirty (30) workdays of active employment as a school nurse. The District may extend the probationary period up to the amount of authorized paid leave or sick leave taken by a probationary employee.

The District may terminate a school nurse at any time during the nurse's probationary period.

Probationary school nurses are not entitled to paid sick or personal days.

ARTICLE X

Educational Council/Supplemental Budget

A. A joint Educational Council shall continue to operate during the term of this Agreement. It shall consist of three (3) representatives of the BOARD, one of which shall be the Superintendent or his designee, and three (3) Nashua teachers appointed by the UNION. The Council shall meet at least four (4) times a year and advise the BOARD on matters of mutual concern and other related matters regarding the effective operation of the District.
Principals may be invited as observers whenever the items proposed for discussion are directly related to areas over which they exercise primary authority.

B. The Educational Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.

C. The Council shall meet by prepared agenda.

D. The Council shall be empowered by majority vote to form sub-committees to study and render reports to the Council.

E. The function of the Educational Council is to recommend for BOARD consideration the establishment of policies and practices pertinent to the District. The Council in preparing their recommendation for BOARD consideration shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertinent to its recommendations.

F. All reports and recommendations outlined above in Section D and E shall be in writing.

G. The BOARD in order to establish this Council and to enable it to function adequately agrees to budget $1,000 annually to provide for expenditures related to the work of the Council.

H. A supplementary budget of $10,000 in each school year shall be established to provide for needs not previously anticipated and to allow teachers to capitalize on new and innovative materials which become available during the course of the school year. The Council may make recommendations to the BOARD concerning the disbursement of said funds.

ARTICLE XI

Union Representatives

Official List and Nashua Teachers Union Representatives

The UNION shall furnish the BOARD with a list of its officers and authorized building representatives, and shall as soon as possible notify the BOARD in writing of any changes. No Union Representative shall be recognized by the BOARD except those designated in writing by the UNION.

ARTICLE XII

Union Privileges and Responsibilities

12:1 Fair Practices

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

12:2 Recognition of Local Organization Representative

The Principal shall recognize the UNION building representative as the official representative of the bargaining unit in the schools.

12:3 Distribution of Material - Mail Boxes

Officers or officials of the recognized teacher bargaining agent, and of no other teacher organization which purports to represent teachers for collective bargaining purposes, shall have the right to reasonable use of the school mail boxes for distribution of organizational material provided such materials are in good taste and provided that such materials shall not include campaign organization material related to local, state or national political matters.

12:4 School Meetings

The authorized representative of the UNION shall have the right to schedule UNION meetings in the building before or after regular class hours, and during lunch time of the employees involved. Such meeting shall not in any manner disrupt the normal operation of the school and shall be subject to prior approval of the building principal.

12:5 No Local Organization Activity on School Time

Except as provided herein, the UNION agrees that no teacher will engage in UNION activity during the time the teacher is assigned to teaching or other duties.

12:6 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 teacher for expression of the teacher's views. In the area of this Agreement, and for the term hereof, no changes or modifications shall be made except through negotiations with the UNION. Nothing contained herein shall be construed to permit an organization other than the UNION to appear in an official capacity in the processing of a grievance. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with the person's immediate superior or processing a grievance on the person's own behalf in accordance with the Grievance Procedure heretofore set forth in ARTICLE III.

12:7 Information

1. The BOARD shall make available to the UNION upon its request any and all available information in the public domain, such as statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

2. If the public agenda of a BOARD meeting has been prepared 24 hours in advance of such BOARD meeting, it shall be made available to the President of the UNION.

3. A copy of the minutes of all BOARD meetings shall be made available to the President of the Union.

12:8 Faculty Bulletin Board Use

The UNION shall be permitted to post UNION related notices and other materials on the faculty bulletin board provided that such notices and/or materials shall not include campaign organization materials related to local, state, or national political matters.

12:9 Leave for Union Business

A. The President of the UNION, or designee, shall be granted five (5) days of paid leave for the purpose of UNION business.

B. The President of the Union, upon request, shall be granted either a reduced teaching schedule of 50% that of a full-time teacher or a leave of absence.

A request for such reduced schedule or leave of absence must be made no later than June 30 of the school year prior to the school year for which the request is effective.

Arrangements for the reduced teaching schedule are to be made between the Union and the Superintendent.

C. In the case of the reduced teaching schedule, salary and benefits paid by the District shall be consistent with those afforded similarly situated teachers with the same teaching schedule, except as otherwise provided in this article 12:9.

For the first two consecutive years of a reduced teaching schedule, the President, for the purpose of seniority, will receive full-year credit annually. After the first two consecutive years, the President will receive ½ year credit annually.

For the purpose of placement on the salary schedule, a President on a reduced teaching schedule will receive full credit for the time so spent.

Arrangements governing the salary and benefits of the Union President are detailed in Appendix I attached to this Agreement.

D. In the case of a leave of absence, the District shall not be liable for any salary or benefit costs. Insurances may be extended at the President's expense to the extent mandated by State and Federal law. The President, at the President's expense, may maintain enrollment in the City of Nashua's group health insurance for the first two years of a leave of absence.

For the first two consecutive years of a leave of absence, the President shall retain all rights to the teaching position the President formerly held. The provisions of articles 7:8 Reduction in Force and 9:7 Involuntary Transfers shall apply to the extent they may impact on said rights. Upon a request to return from a leave of absence which extends beyond two consecutive years, the President shall be assigned the next available position for which the President is certified and qualified.

The President shall continue to accrue seniority for the first two consecutive years of a leave of absence pursuant to the provisions of this article.

The President on a leave of absence will receive full credit for the time so spent for the purpose of placement on the salary schedule.

The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of the President while on leave unless a contribution is mandated by the System or by other provisions of State law.

E. Should a President be impacted by the provisions of article 7:8 or 9:7, the President shall be considered in the pool to which the President would have been assigned had the President not been on a reduced schedule or leave of absence.

12:10 Dues Deductions

A. Voluntary dues deductions shall be deducted from the salary of each teacher who files an authorization in the form set forth in Appendix F of this Agreement. Deductions will commence no later than the second salary payment date following the date the authorization form is filed with the District.

B. The District will also recognize authorizations for voluntary dues deduction provided prior to the execution of this Agreement. A member will be able to revoke his or her authorization only between September 1 and September 15 of any school year.

C. The UNION shall select a single payroll dues deduction arrangement for each contract year to cover all UNION members, and shall inform the District Payroll Office of the arrangement at least three calendar weeks prior to the implementation date.

D. The right to dues deduction shall be extended to the recognized bargaining agent only.

E. A teacher who elects not to pay Union dues shall pay an agency fee for services rendered by the UNION in an amount equal to eighty percent (80.0%) of the regular member dues (including state and national dues). Said fee shall be due within forty-five (45) calendar days of the date of employment or the commencement of the school year, whichever is later. Agency fee deductions shall be deducted from the salary of each teacher who files an authorization in form set forth in Appendix F-1 of this Agreement. Deductions will commence no later than the second salary payment date following the date the authorization form is filed with the District. The UNION will hold the District harmless from any liability arising out of the collection of the agency fee. This agency fee provision shall not require the termination of any employee of the Nashua School District.

12:11 Released Time

Up to seven (7) members of the bargaining unit who serve as members of the negotiating team will be granted released time as needed without loss of pay or loss of personal days for the purpose of contract negotiations, mediation and fact finding.

ARTICLE XIII

Rules, Regulations and Management Rights

13:1 Adherence To Rules, Regulations, Policies and Provisions

It is understood that for the duration of this Agreement teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with BOARD policies and administrative rules, regulations and the provisions of this Agreement.

13:2 Rules, Regulations and Policies

A. There shall be a complete copy of the Rules, Regulations and Policies of the BOARD, made available for access to each school building with new items added as they are promulgated by the BOARD.

B. It is agreed that all Building Representatives have a complete copy of the Rules, Regulations and Policies of the BOARD, and the Administration will provide them with all new items as they are added.

13:3 Management Rights

The UNION recognizes the following responsibilities, rights, authority, and duties of the BOARD, except as they are modified by provision of this Agreement.

The BOARD hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, and of the Charter of the City of Nashua;

A. to the executive management and administrative control of the District and its properties and facilities;

B. to hire, promote, transfer, assign, retain, evaluate, renew or non-renew, and to lay off employees. No employee who has taught in the Nashua School District for more than three consecutive years shall be disciplined, including discharge, without just cause. For school nurses, the period shall be 30 workdays. Approved leaves during these periods shall not count as service, but shall not be considered an interruption of the consecutive years/workdays requirement. Teachers, other than school nurses, who have received continuing contract status in other New Hampshire schools shall be able to count such service for this provision to a maximum credit of one year. Claims of discipline by teachers with three years or less experience, or school nurses with 30 work days or less experience arising out of the exercise of rights or benefits under this Agreement shall be subject to the grievance and arbitration provisions herein. In the event of any such claim, the initial burden of going forward with proof shall rest with the grievant.

C. to establish grades and courses of instruction including special programs, and to provide for athletic, recreational social events for the students, all as deemed necessary or advisable by the BOARD;

D. to decide upon the basic means and methods of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

ARTICLE XIV

Resolution Of Differences by Peaceful Means

The UNION and the BOARD agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The UNION 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 normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

ARTICLE XV

Miscellaneous Provisions

15:1 Expenses of Printing and Distributing Agreement

The BOARD agrees to pay for the cost of printing this Agreement in booklet form. The UNION agrees to distribute a copy of this Agreement to each teacher presently employed by the BOARD and to each new teacher employed by the BOARD. The BOARD shall provide 950 copies of this Agreement to the UNION for distribution to each teacher.

15:2 Meetings

Meetings shall be held as deemed necessary by either party during the school year with the Superintendent and UNION President to discuss matters of concern to both parties. These meetings shall be held at a mutually agreeable time and place. The UNION President and the Superintendent shall determine the

representative who will attend the meeting for their respective parties. Whenever possible, the parties should exchange notice of the subject matters they wish to discuss.

15:3 Amendment Of Agreement

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

ARTICLE XVI

Conformity to Law and Saving Clause

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 XVII

Duration of Agreement

17:1 The provisions of this Agreement unless otherwise specified shall become effective ~~as of September 1, 2011~~ with the date of final execution of this agreement and shall continue and remain in full force and effect to and including August 31, ~~2013~~ 2016 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. The BOARD and the UNION agree to begin negotiations of a successor agreement concerning wages, hours and other terms and conditions of employment no later than November 30, ~~2012~~2015.

17:2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
Robert Hallowell, President	Robert Sherman, President
Steven Haas, Clerk	Judith Loftus, Secretary

APPENDIX A-1

TEACHERS ~~(OTHER THAN SCHOOL NURSES)~~AND NURSES SALARY SCHEDULE
Effective September 1, ~~2011~~ 2013 for the ~~2011-2012~~2013-2014 School Year.
(No Step Advancement.)

New Hires Years of Experience	Credited Years of Experience	Old Step	New Step	BA	BA+30	M	M+30	DR	NURSES
0	0	---	0	39,284	41,078	42,918	44,758	46,598	37,320
1,2,3	1,2,3,4	1	1	40,424	42,218	44,058	45,898	47,738	38,403
4	5	2	2	42,183	43,975	45,815	47,655	49,494	40,074
5,6	6,7	3	3	43,770	45,560	47,400	49,240	51,080	41,582
7	8	4	4	45,382	47,171	49,011	50,850	52,690	43,113
8	9	5	5	47,065	48,852	50,691	52,531	54,371	44,712
		---	6	49,170	51,010	52,897	54,784	56,671	46,712
9	10	6	7	51,275	53,168	55,102	57,036	58,970	48,711
		---	8	53,380	55,327	57,308	59,289	61,270	50,711
10	11	7	9	55,484	57,485	59,513	61,541	63,569	52,710
		---	10	57,589	59,643	61,718	63,794	65,869	54,710
11,12,13	12,13,14	8	11	59,694	61,801	63,923	66,046	68,168	56,709
		---	12	62,371	64,549	66,735	68,922	71,108	59,252
14+	15+	9	13	65,048	67,297	69,546	71,797	74,047	61,796

Column 1 refers to credited years of experience for the purpose of initial placement on the salary scale
Teachers hired for the 2013-2014 school year with less than one year of experience will remain on Step 0.

APPENDIX A-2

TEACHERS ~~(OTHER THAN SCHOOL NURSES)~~AND NURSES SALARY SCHEDULE
Effective ~~August 31, 2012~~October 1, 2014 for the ~~2012-2013~~2014-2015 School Year.
~~(No Step Advancement)~~(Step Advancement With Exception: Members of this defined unit who have ninety (90) days service under Article 4:2 (B) will advance a step on this salary schedule)

New Hires Years of Experience	Old Step	New Step	BA	BA+30	M	M+30	DR	NURSES
0	---	0	39,284	41,078	42,918	44,758	46,598	37,320
1	1	1	40,424	42,218	44,058	45,898	47,738	38,403
2,3,4,5	2	2	42,183	43,975	45,815	47,655	49,494	40,074
6	3	3	43,770	45,560	47,400	49,240	51,080	41,582
7,8	4	4	45,382	47,171	49,011	50,850	52,690	43,113
9	5	5	47,065	48,852	50,691	52,531	54,371	44,712
10	---	6	49,170	51,010	52,897	54,784	56,671	46,712
	6	7	51,275	53,168	55,102	57,036	58,970	48,711
11	---	8	53,380	55,327	57,308	59,289	61,270	50,711
	7	9	55,484	57,485	59,513	61,541	63,569	52,710
12	---	10	57,589	59,643	61,718	63,794	65,869	54,710
	8	11	59,694	61,801	63,923	66,046	68,168	56,709
13,14,15	---	12	62,371	64,549	66,735	68,922	71,108	59,252
	9	13	65,048	67,297	69,546	71,797	74,047	61,796
16+	---	14	66,349	68,643	70,937	73,233	75,528	63,032

Column 1 refers to credited years of experience for the purpose of initial placement on the salary scale

APPENDIX A-3

TEACHERS ~~(OTHER THAN SCHOOL NURSES)~~AND NURSES SALARY SCHEDULE
Effective ~~on the 90th day of~~October 1, 2015 for the ~~2012-2013~~2015-2016 School Year.
~~(No Step Advancement)~~ (Step Advancement With Exception: Members of this defined unit who have ninety (90) days service under Article 4:2 (B) will advance a step on this salary schedule)

New Hires Years of Experience	Old Step	New Step	BA	BA+30	M	M+30	DR	NURSES
0	---	0	39,284	41,078	42,918	44,758	46,598	38,498
1	1	1	40,424	42,218	44,058	45,898	47,738	39,616
2	2	2	42,183	43,975	45,815	47,655	49,494	41,339
3,4,5,6	3	3	43,770	45,560	47,400	49,240	51,080	42,895
7	4	4	45,382	47,171	49,011	50,850	52,690	44,474
8,9	5	5	47,065	48,852	50,691	52,531	54,371	46,124
10	---	6	49,170	51,010	52,897	54,784	56,671	48,187
11	6	7	51,275	53,168	55,102	57,036	58,970	50,250
	---	8	53,380	55,327	57,308	59,289	61,270	52,312
12	7	9	55,484	57,485	59,513	61,541	63,569	54,374
	---	10	57,589	59,643	61,718	63,794	65,869	56,437
13	8	11	59,694	61,801	63,923	66,046	68,168	58,500
	---	12	62,371	64,549	66,735	68,922	71,108	61,124
14,15,16	9	13	65,048	67,297	69,546	71,797	74,047	63,747
	---	14	66,349	68,643	70,937	73,233	75,528	65,022
17+	---	15	67,676	70,016	72,356	74,698	77,038	66,322

Column 1 refers to credited years of experience for the purpose of initial placement on the salary scale

~~APPENDIX A-4~~

~~SCHOOL NURSES' SALARY SCHEDULE~~
~~Effective on September 1, 2011~~
~~(No Step Advancement)~~

~~Credited Years of Experience~~	~~Old Step~~	~~New Step~~	~~BA~~
~~0~~	~~---~~	~~0~~	~~37,320~~
~~1,2,3,4~~	~~1~~	~~1~~	~~38,403~~
~~5~~	~~2~~	~~2~~	~~40,074~~
~~6,7~~	~~3~~	~~3~~	~~41,582~~
~~8~~	~~4~~	~~4~~	~~43,113~~
~~9~~	~~5~~	~~5~~	~~44,712~~
	~~---~~	~~6~~	~~46,712~~
~~10~~	~~6~~	~~7~~	~~48,711~~
	~~---~~	~~8~~	~~50,711~~
~~11~~	~~7~~	~~9~~	~~52,710~~

	---	10	54,710
12,13,14	8	11	56,709
	---	12	59,252
15+	9	13	61,796

APPENDIX A-5

SCHOOL NURSES' SALARY SCHEDULE
Effective on August 31, 2012
(No Step Advancement)

Credited Years of Experience	Old Step	New Step	BA
0	---	0	37,320
1	1	1	38,403
2,3,4,5	2	2	40,074
6	3	3	41,582
7,8	4	4	43,113
9	5	5	44,712
10	---	6	46,712
	6	7	48,711
11	---	8	50,711
	7	9	52,710
12	---	10	54,710
	8	11	56,709
13,14,15	---	12	59,252
	9	13	61,796
16+	---	14	63,032

APPENDIX A-6

SCHOOL NURSES' SALARY SCHEDULE
Effective on on the 90th day of the 2012-2013 School Year
(No Step Advancement)

Credited Years of Experience	Old Step	New Step	BA
0	---	0	38,498
1	1	1	39,616
2	2	2	41,339
3,4,5,6	3	3	42,895
7	4	4	44,474
8,9	5	5	46,124
10	---	6	48,187
11	6	7	50,250
-	---	8	52,312
12	7	9	54,374
-	---	10	56,437
13	8	11	58,500
-	---	12	61,124

~~14,15,16~~	~~9~~	~~13~~	~~63,747~~
-	~~—~~	~~14~~	~~65,022~~
~~17+~~	~~—~~	~~15~~	~~66,322~~

APPENDIX B

Differential for Special Education Teachers

Special education teachers currently receiving a $250 differential will continue to receive the differential provided they remain in the designated area "Special Education". Teachers hired after the date of the signing of this Agreement and teachers previously receiving the differential who change their designated area will not receive such differential.

APPENDIX C

Differential for Head Teachers and Department Chairpersons

Head Teachers and Department Chairpersons shall receive, in addition to their basic salary, a differential based on the number of teachers within their department in accordance with the following scale:

Number of Teachers	
1-8	$1500
9 or more	$1800

APPENDIX D

CO-CURRICULAR ADVISORS

~~Effective with the 2008-09 school year there shall be a 2% experience differential provided that the advisor served in the co-curricular activity in the 2007-08 school year. In 2009-10 there shall be another 2% experience differential for those that served in the co-curricular position in the 2007-08 school year or the 2008-09 school year.~~

High School Yearbook		$1,497
High School Yearbook, Assistant		702
High School Student Council		1,145
Senior Class Advisor (North)		1,697
Senior Class, Asst. Advisor (North)		749
Junior Class Advisor (North)		749
Sophomore Class Advisor (North)		749
Freshman Class Advisor (North)		749
Class Advisor/Asst. Senior Class Advisor (South)		939
High School Debate Coach		1,597
High School Speech Coach		899
High School Band Director		2,575
High School Chorale Director		1,697
High School Play Director		1,497
High School Drama Coach		1,347
High School Newspaper		1,497
High School Newspaper, Assistant		899
Granite State Challenge		325
MS Band Director	each	500
MS Chorale Director	each	500
MS School Play Director	each	702
MS Literary Magazine Advisor	each	702
MS Debate and Speech Coach	each	702
MS Student Council/ Advisor	each	702
Elm Street MS Audio Visual Coordinator		1,497
FMS/PMS Audio Visual Coordinators		749
FIRST Advisor		1,699
FIRST Assistant Advisor		899
Tattler Advisor		1,145.
Tattler Assistant Advisor		899
National Honor Society		1,497

The Union agrees that the Board has, in its sole discretion, the right to continue or discontinue any of the above positions in whole or in part. It also reserves the right to approve new positions as it deems necessary.

Co-curricular advisors who are receiving experience differentials for working in the 2007-2008 and 2008-2009 school years will retain those differentials during the term of this contract.

APPENDIX E

COACHES

	BASE SALARY
FALL SPORTS	
Athletic Equip. Mgr.	$3,911
Athletic Trainer	3,911
MS Intramurals – Each	3,000
CROSS COUNTRY:	
Boys' Coach	2,027
Girls' Coach	2,027
MS Boys' Coach	1,067
MS Girls' Coach	1,067
FOOTBALL:	
Varsity	4,731
Asst. Varsity	2,929
Asst. Varsity	2,929
Jr. Varsity	2,537
Jr. Varsity Asst.	1,915
Freshman Coach	2,086
Freshman Asst. Coach	1,408
MS Head Coach	2,086
MS Asst. Coach	1,408
GOLF:	1,689
HOCKEY, FIELD:	
Varsity	1,689
Asst. Varsity	1,240
SOCCER-BOYS:	
Varsity	2,199
Asst. Varsity	1,352
SOCCER-GIRLS:	
Varsity	2,199
Asst. Varsity	1,352
SOCCER – MS	
Boys' Coach	1,067
Girls' Coach	1,067
SWIMMING-GIRLS:	
Varsity	2,085
Asst. Varsity	1,352
VOLLEYBALL:	
Varsity	2,027
Jr. Varsity	1,409
MS Girls' Coach	1,067

WINTER SPORTS

BASKETBALL:	
Varsity - Boys	$3,830
Jr. Varsity - Boys	2,199
Varsity - Girls	3,830
Jr. Varsity - Girls	2,199
Freshman – Boys	1,697
Freshman – Girls	1,697
MS Boys' Coach	1,697
MS Girls' Coach	1,697
GYMNASTICS:	
Boys	1,689
Girls	1,689
HOCKEY - ICE:	
Varsity	3,099
Asst. Varsity	1,858
SKIING - BOYS' AND GIRLS':	
Varsity	2,199
Asst. Varsity	1,579
SWIMMING - BOYS':	
Varsity	2,085
Asst. Varsity	1,352
TRACK, WINTER:	
Boys' Varsity	1,858
Boys' Asst. Varsity	1,352
Girls' Varsity	1,858
Girls' Asst. Varsity	1,352
WRESTLING:	
Varsity	2,873
Jr. Varsity	1,409

SPRING SPORTS

BASEBALL:		
Varsity		$2,422
Jr. Varsity		1,858
Freshman		1,602
MS Coach		1,602
LACROSSE:		
Boys Varsity		2,199
Girls Varsity		2,199
SOFTBALL:		
Varsity		2,422
Jr. Varsity		1,858
Freshman		1,602
MS Coach		1,602
TENNIS:		
Boys		1,973
Girls		1,973
TRACK, SPRING:		
Boys' Varsity		2,367
Boys' Asst. Varsity		1,352
Girls' Varsity		2,367
Girls' Asst. Varsity		1,352
MS Boys' Coach		1,352
MS Girls' Coach		1,352
CHEERLEADERS		
High School - Varsity		$1,299
High School - Jr. Varsity		788
High School - Hockey		788
MS Cheerleader	each	788

Experience differential: Additional 2% for each year of coaching experience to a maximum of 15 years' experience.

The Union agrees that the Board has, in its sole discretion, the right to continue or discontinue any of the above positions in whole or in part. The Board agrees that vacancies in coaching positions shall be posted. If there are no qualified candidates within the Bargaining Unit, the Board may hire any other candidate provided, however, that the above salaries shall apply.

APPENDIX F

PAYROLL DEDUCTION AUTHORIZATION

Last Name_____ First _____ M.I._____

Effective Date_____ Social Security Number_____

Address _____

School_____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Nashua Teachers' Union, Local 1044, AFT, NHFT, AFL-CIO, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th, or at such time as a qualifying event including but not limited to an effective date of retirement or resignation.

Member Signature:_____ Date:_____

STATUS: Part-Time_____ Continuing Sub_____

Title I_____ Regular (contract)_____

Federally Funded_____ School Nurse_____

School Psychologist_____

Return this form to:

Nashua Teachers' Union
7C Taggart Dr.
Nashua, NH 03060

Dues, contributions or gifts to the Nashua Teachers' Union are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Nashua Teachers' Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

APPENDIX F-1

AGENCY FEE AUTHORIZATION

TO NASHUA BOARD OF EDUJCATION:

Effective _____, I hereby request and authourize you to deduct an agency fee from my earnings with the next paycheck and continuing in equal installments in an amount certified bv the UNION as set by the membership in accordance with the provisions of the Constitution of the Nashua Teachers' Union. This amount shall be paid to the Financial Secretary-Treasure of the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO.

_____ _____

EMPLOYEE'S NAME (PLEASE PRINT) SOCIAL SECURITY NUMBER

_____

ADDRESS (Street, City, State and Zip)

_____ _____

HOME PHONE SCHOOL

_____ _____

EMPLOYEE'S SIGNATURE DEPARTMENT/POSITION

Please return this form to: Nashua Teachers' Union, 7C Taggart Drive, Nashua, NH 03060

APPENDIX G

INSURANCE DEDUCTION AUTHORIZATION

Last Name_____ First _____ M.I._____

Effective Date_____ Social Security Number_____

Address _____

School_____

Amount to be deducted each pay-period: $ _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Nashua Teachers' Union, Local 1044, AFT, NHFT, AFL-CIO, to deduct from my salary and transmit to said organization, monies for insurance premiums. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefore. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing or modified through the issuance of another authorization between September 1st and September 15th of any given year or at such time as a qualifying event including but not limited to an effective date of retirement, termination or resignation..

Member Signature:_____ Date:_____

STATUS: Part-Time_____ Continuing Sub_____

Title I_____ Regular (contract)_____

Federally Funded_____ School Nurse_____

School Psychologist_____

Return this form to:

Nashua Teachers' Union
7C Taggart Dr.
Nashua, NH 03060

APPENDIX H

Designated Areas

Architecture and Construction
Arts, Audio-Visual Technology and Communications
Blind and Vision Disabilities
Childhood Development and Education
Comprehensive Business Education
Comprehensive Family and Consumer Science
Comprehensive Marketing Education
Comprehensive Technology Education
Culinary
Deaf and Hearing Disabilities
Early Childhood - Nursery to Grade 3
Early Childhood Special Ed Nursery to Grade 3
Education Technology Integrator
Elementary Education Kindergarten -Grade 6 with elementary education HQT status
Engineering
English /Literacy (including middle school certification)
ESL; English for Speakers of Other Languages
Foreign Language by certification (subject to being HQT and having taught one year in the last five years)
Guidance/School Counselor
Health Education
Health Science
Hospitality and Tourism
Human Services
Library Media Specialist
Manufacturing
Mathematics (including middle school certification)
Music Education
Physical Education
Reading and Writing Specialist
School Nurse
School Psychologist
School Social Worker
Science by certification in specific subjects (including middle school science as a subject area)
Science, Technology, Engineering and Mathematics
Social Studies (including middle school certification)
Special Education (including categorical areas requiring general or early childhood special education)
Speech Language Pathologist or Speech Specialist
Visual Art Education

~~K-III~~
~~R-VI~~
~~Library/Media~~
~~Speech/Language/Hearing~~
~~Art~~
~~Music~~
~~Special Education (including but not limited to the former designations of learning disabilities, resource room, and special needs)~~
~~Physical Education~~
~~Health~~
~~Foreign Languages by certification (Subject to being qualified and having taught~~

~~specific language a minimum of one year in the preceding five years)~~
~~Social Studies~~
~~English/Reading – Secondary (Subject to certification)~~
~~Math~~
~~Science (Subject to certification appropriate to specific subjects)~~
~~Reading – Elementary~~
~~Business Education and Distributive Education~~
~~Visually handicapped~~
~~Home Economics - General~~
~~Home Economics – Vocational – Culinary Arts~~
~~Home Economics – Vocational – Health Occupations~~
~~Home Economics – Vocational – Exploring Childhood/Careers in Child Care~~
~~Industrial Arts~~
~~Guidance~~
~~Trade & Industry by specific subject areas~~
~~English As Second Language~~
~~Testing~~
~~School Nurse~~
~~School Psychologist~~
~~Social Worker~~
~~Gifted and talented~~

Appendix I
MOU/Negotiation Language

The Nashua Board of Education and the Nashua Teachers' Union, AFT Local 1044, hereby agree to the following:

1. The Nashua Board of Education shall grant a leave of absence with pay for a member of the bargaining unit elected to serve as the President of the Nashua Teachers' Union for the duration of the President's term(s) of office.

2. The leave shall commence with the effective date of the term of office for the President provided the NTU gives written notice of at least thirty (30) days prior to the commencement of each term of office.

3. During such leave of absence with pay, the President shall continue to receive and retain all of his/her wages, including step and track movement, if eligible, rights, benefits including but not limited to medical and dental insurance, NH Retirement System, and seniority as a member of the NTU bargaining unit except that all sick leave accumulation shall be frozen for the duration of the leave of absence. Upon returning from leave of absence, the President shall resume earning sick leave in accordance with the collective bargaining agreement. The Nashua Teachers' Union shall be solely responsible for any additional compensation and benefits provided by the Union in addition to those provided by the Nashua School District under the collective bargaining agreement.

4. The Nashua Teachers' Union agrees to reimburse the Nashua School District for the full cost of the wages and benefits for the President, and to indemnify the District against any and all liabilities associated with the leave of absence, including but not limited to workers' compensation. The method and manner of reimbursement shall be agreed between the parties to meet the administrative needs of the District.

5. The parties agree that this Memorandum of Understanding may be the subject of negotiations for a successor agreement but shall continue in full force and effect in subsequent collective bargaining agreements unless modified in writing by the parties.

DATE: _____

NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
_____	_____
Robert Hallowell, President	Robert Sherman, President
_____	_____
Steven Haas, Clerk	Judith Loftus, Secretary

APPENDIX J
DELTA DENTAL PREMIER NETWORK

Group #127 Sublocations #4633 (Teachers) and #5182 (Retirees)

Coverage A Diagnostic/Preventive	Coverage B Basic Restorative	Coverage C Major Restorative	Coverage D Orthodontics
Deductible: $0 There is no deductible on your program			
Covered at 100%*	Covered at 85%*	Covered at 70%*	Covered at 50%*
Diagnostic: Evaluations – two in a 12-month period X-rays (complete series or panoramic film) once in a 3-year period; bitewing x-rays once in a 12-month period; x-rays of individual teeth as needed Oral cancer screening – once in a 12-month period Preventive: Cleanings – four in a 12-month period (routine and/or periodontal, in any combination) Fluoride twice in a 12-month period to age 19 Space maintainers to age 16 Sealant application to permanent molars, once in a 3-year period per tooth, for children to age 19	Basic Restorative: Amalgam (silver) fillings Composite (white) fillings (anterior teeth only) Oral Surgery: Surgical and routine extractions Endodontics: Root canal therapy Periodontics: Periodontal maintenance (cleaning) Four cleanings are covered in a 12-month period; this can be routine and/or periodontal, in any combination. Treatment of gum disease Clinical crown lengthening – once per lifetime per site Denture Repair: Repair of a removable denture to its original condition Emergency Palliative Treatment	Major Restorative: Removable and fixed partial dentures (bridge); complete dentures Rebase and reline (dentures) Crowns Onlays Implants	Orthodontics: Correction of crooked teeth for dependent children to age 19
Contract Year Maximum: $2,000 per person (Coverage A, B, and C combined) beginning each September 1st** Age Maximum: Coverage for children up to age 26, except as noted above.			Orthodontic Lifetime Maximum: $2,000 per person

*Benefit percentages shown are based upon the actual charge submitted to a maximum of the approved fees, or Delta Dental's allowance for non-participating dentists.
**Open enrollment effective date: October 1st.

Sidebar Agreement

RATIFICATION / APPROVAL PROCESS

AND, APPLICATION OF BENEFITS

The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Board of Education's ratification of their Agreement is subject to Aldermanic approval of the cost thereof and Aldermanic appropriation of sufficient funds in addition to those contained in the City of Nashua FY ~~2012~~ 2014 approved budget for the school department payroll accounts for employees covered under the said Agreement, school department escrow, and City salary contingency account allocated for employees covered under said Agreement, and the transfer of all of said funds to the Board of Education thereby permitting it to fund the referenced Agreement. Failing such appropriation and transfer, the Agreement shall be null and void and the parties shall continue to negotiate a successor agreement as provided by law.

Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
Robert Hallowell, President	Robert Sherman, President
Steven Haas, Clerk	Judith Loftus, Secretary

~~SIDEBAR AGREEMENT ON TERMINATIONS RELATED TO AGENCY FEE~~

~~The Nashua Teachers' Union agrees that the provisions related to agency fee as contained in Article 12 shall not be interpreted or enforced so as to require the Nashua School District to terminate an employee for non-payment of an agency fee. The Nashua Teachers' Union further agrees that the agency fee provision does not create a legal obligation on the part of the School District to terminate any employee.~~

~~Date~~	~~Date~~
~~NASHUA BOARD OF EDUCATION~~	~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

~~SIDEBAR AGREEMENT ON "TUITION" FOR MASSACHUSETTS STATE UNIVERSITY SYSTEM SCHOOLS~~

~~Due to changes in the Massachusetts State University System's billing procedures which breaks down what had been previously designated as tuition into tuition and certain other fees, the parties mutually agree that:~~

~~For the purpose of determining "tuition" as contained in Article 5:8 Course Tuition Reimbursement of the Agreement between the parties, "tuition" for Massachusetts State University System schools will be deemed to include 1) what is specifically identified as tuition and 2) what is variously identified as "college fee", "operating fee", "academic/curriculum fee", "local tuition fee ", "college service fee", "general college fee", "general purpose fee", "educational services fee", "general education fee", "one fee concept", "emergency fee", "general fee", "campus support fee", "all college fee", or "merged fees".~~

~~This sidebar applies to Massachusetts State University System schools only.~~

~~Date~~	~~Date~~
~~NASHUA BOARD OF EDUCATION~~	~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

~~SIDEBAR AGREEMENT ON UNION PRESIDENT'S ENROLLMENT IN DENTAL PROGRAM~~

~~The Nashua Board of Education will not object to the Union President, at the President's expense, maintaining enrollment for the first two years of a leave of absence in the dental program administered by the Nashua Teachers' Union. The maintenance of such enrollment is contingent on the permission of the Union, as the administrator, and the insurance carrier. The Nashua Board of Education shall have no liability for said enrollment or lack thereof.~~

~~Date~~ ~~Date~~

~~NASHUA BOARD OF EDUCATION~~ ~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~

~~Robert Hallowell, President~~ ~~Robert Sherman, President~~

~~Steven Haas, Clerk~~ ~~Judith Loftus, Secretary~~

~~SIDEBAR AGREEMENT ON AUDIT OF DENTAL FUND~~

~~The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Dental Fund as contained in the Collective Bargaining Agreement between the parties will be audited. The Nashua Board of Education will bear all costs of the audit and will select the auditor.~~

~~Date~~ ~~Date~~

~~NASHUA BOARD OF EDUCATION~~ ~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~

~~Robert Hallowell, President~~ ~~Robert Sherman, President~~

~~Steven Haas, Clerk~~ ~~Judith Loftus, Secretary~~

SIDEBAR ON CONTINUATION OF LABOR/MANAGEMENT COMMITTEE

The Nashua Board of Education and the Nashua Teachers' Union mutually agree to continue the Labor/Management Committee to study the various insurance benefits offered by the City including but not limited to health, life and dental coverage. Committee members shall be appointed by the respective parties.

Representatives from other Unions and the City may be invited to participate on a voluntary basis.

Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
Robert Hallowell, President	Robert Sherman, President
Steven Haas, Clerk	Judith Loftus, Secretary

SIDEBAR (LABOR-MANAGEMENT COMMITTEE: USE OF MEETING TIME)

The Nashua Teachers' Union and the Nashua Board of Education mutually agree to establish a Joint Labor-Management Committee to consult in good faith and meet at least quarterly to assess the productivity and the effectiveness of the meetings conducted pursuant to Section 8:2 D. This Committee shall also be utilized to discuss other contractual issues as may be mutually agreed upon.

Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
Robert Hallowell, President	Robert Sherman, President
Steven Haas, Clerk	Judith Loftus, Secretary

~~PLANNING PERIODS & TEACHING LOAD-CLASS SIZE FOR SCHOOL PSYCHOLOGISTS & NURSES~~

~~The Nashua Board of Education and the Nashua Teacher's Union mutually agree that the practices with respect to planning periods and teaching load-class size for school psychologists and school nurses in effect as of August 30, 1994 will remain in effect.~~

~~DATE~~ _____

~~NASHUA BOARD OF EDUCATION~~	~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~
_____	_____
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
_____	_____
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

~~PLANNING TIME FOR KINDERGARTEN TEACHERS~~

~~The Nashua Board of Education and the Nashua Teacher's Union mutually agree that the practice with respect to planning time for kindergarten teachers in effect as of August 30, 1994 will remain in effect.~~

~~DATE:~~ _____

~~NASHUA BOARD OF EDUCATION~~	~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~
_____	_____
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
_____	_____
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

~~PAYMENT OF HEALTH INSURANCE BENEFITS FOR RETIREES~~

~~The Nashua Teacher's Union and the Nashua Board of Education mutually agree to use their best efforts to have legislation passed providing health insurance benefits for teacher retirees funded by the State.~~

~~In the event such legislation is not passed, at the Union's option, teachers retiring after June 30, 1991 who have 20 or more years service with the Nashua School District and who are actually receiving retirement benefits under the provisions of the New Hampshire Retirement System will have a portion of their health insurance premiums paid according to the following: The Union will contribute from its dental coverage funds 10% of the premium plus 1.5% of the premium for each year in excess of 20 years service to a maximum of 30 years (maximum contribution, 25%). The Board will make a matching contribution. Such contributions will cease when the retiree is eligible for Medicare coverage.~~

~~DATE: _____~~

~~NASHUA BOARD OF EDUCATION~~	~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

SIDEBAR – SIXTH GRADE CONSIDERED SECONDARY

The Nashua Board of Education (BOE) and the Nashua Teacher's Union (NTU) mutually agree that present language in the Master Agreement be modified to reflect changes in the configuration of the Nashua School System.

The Nashua Board of Education and the Nashua Teacher's Union agree that in every instance in the Master Agreement in which the term "Junior High" is stated it is understood that the term "Middle School" replaces it. It is further understood and agreed that where the term "Middle School" applies it will include and be limited to include teachers of grades 6, 7, and 8. It is understood and agreed that where the term "Elementary school" applies it will include and be limited to teachers in grades K through 5 or R through 5. It is understood and agreed that where the term "Senior High" applies it will include and be limited to the teachers of grade 9 through

12. It is also understood and agreed that grades 6 through 12 shall be considered as "Secondary Grades."

It is understood and agreed that these changes will be incorporated into the successor agreement between the Nashua Board of Education and Unit "A" of the Nashua Teachers Union. However, nothing shall prevent the BOE or the NTU from negotiating changes to this language in the normal course of collective bargaining for the successor to the 2003-2006 Master Agreement.

The NTU agrees that the Memorandum of Understanding is a full settlement of the issues presented in the grievance and the NTU will not be seeking monetary compensation for the extension of the work day.

DATE: _____

NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
_____	_____
Robert Hallowell, President	Robert Sherman, President
_____	_____
Steven Haas, Clerk	Judith Loftus, Secretary

~~**SIDEBAR – CLASS-SIZE OVERAGE FORMULA**~~

~~Article 8.4.D.4 and Article 8.4.D.6 shall be interpreted and implemented as follows: The overage formula provided in Article 8.4.D.6 shall be paid for any overage experienced between the first day of school in September and October 1, provided that the overage(s) during that period continue beyond October 1.~~

~~DATE: _____~~

~~NASHUA BOARD OF EDUCATION~~	~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~
_____	_____
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
_____	_____
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

~~SIDEBAR – MEMBERSHIP ON THE PROFESSIONAL DEVELOPMENT MASTER PLAN COMMITTEE~~

~~The membership of the Professional Develop Master Plan Committee shall include an equal number of teachers appointed by the Nashua Teachers' Union and representatives appointed by the Superintendent of Schools. The Superintendent's appointments may include administrators, teachers, a parent/community member(s), a paraprofessional(s), and a member of the Nashua Board of Education.~~

~~These membership requirements shall expire on August 31, 2013.~~

~~DATE: _____~~

~~NASHUA BOARD OF EDUCATION~~	~~NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO~~
_____	_____
~~Robert Hallowell, President~~	~~Robert Sherman, President~~
_____	_____
~~Steven Haas, Clerk~~	~~Judith Loftus, Secretary~~

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA TEACHERS' UNION

LOCAL 1044 AFT, AFL-CIO

September 1, 2013

through

August 31, 2016

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AGREEMENT

AGREEMENT made between the NASHUA BOARD OF EDUCATION (hereinafter called the "BOARD") and the NASHUA TEACHERS' UNION, LOCAL 1044, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter called the "UNION").

ARTICLE I

Recognition

1:1 The BOARD recognizes the Nashua Teachers' Union as the exclusive representative for the purpose of collective bargaining concerning wages, hours and other terms and conditions of employment of all teachers who work a regular schedule of at least 50% or more duty hours per week (as defined by the number of hours teachers are required to work commencing with the arrival of students and ending at the end of the student day but excluding the teacher lunch period) of full time teachers in their grade level (i.e., elementary or secondary), including teachers who are under Annual, Partial-year, Title I teachers, Part-time teachers, and Continuing Substitute teachers, employed by the BOARD as included herein:

TEACHERS
SPEECH LANGUAGE PATHOLOGISTS
GUIDANCE/SCHOOL COUNSELORS
READING CONSULTANTS
DEPARTMENT CHAIRPERSONS
SPECIALISTS
LIBRARIANS
PEER COACHES
HEAD TEACHERS
SCHOOL NURSES
SCHOOL PSYCHOLOGISTS
SOCIAL WORKERS
TEACHER TEAM FACILITATORS
IN-HOUSE SUSPENSION TEACHERS

and excluding all other employees.

1:2 The UNION agrees to represent equally all teachers without regard to membership in the UNION.

1:3 Commencing with the date of their appointment as a continuing substitute all Continuing Substitute teachers shall be covered by all provisions of this Agreement, in accordance with the limitations stated therein, with the exception of the following contract provisions:

Article 6:2	Sick Leave Bank
6:10	Extended Leaves
6:11	Sabbatical Leave
7:1	Notification of Re-Employment
7:2	Notification of Assignment
7:7	Seniority
7:8	Reduction in Staff
7:9	Recall
10	Transfers, Vacancies and Promotions

1:4 All Title I teachers included in the bargaining unit who have a work day or work year less than the work day or work year of a contract teacher, shall be covered by all provisions of this Agreement, in accordance with the limitations stated therein, with the exception of the following contract provisions:

Article	4:8	Longevity

*5:1	Workers' Compensation and Pension (Pension portion only)
5:3	Health Insurance
5:6	Continuation of Insurance
8:1A.1,.2,.3.	School Year/School Calendar
8:2	School Day
8:3	Planning Periods
8:4	Teaching Load/Class Size
IX**	Transfers, Vacancies and Promotions

- Nothing in this Agreement shall be construed to affect the right of the above Title I teachers to become a member of the New Hampshire Retirement System. The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of any of the above Title I teachers unless the enrollment of those teachers in the System is mandated by the System or by other provisions of State law.

** With the exception of those portions of subsections 9:1 through 9:6 applicable to the transfer rights of Title I teachers to Title I positions within their designated area.

1:5 All Part-Time teachers included in the bargaining unit shall be covered by all provisions of this Agreement, in accordance with the limitations stated therein, with the exception of the following contract provisions:

Article 4:8	Longevity
*5:1	Workers' Compensation and Pension (Pension portion only)
6:2	Sick Leave Bank
8:2	School Day
8:3	Planning Periods

*Nothing in this Agreement shall be construed to affect the right of any Part-Time teacher to become a member of the New Hampshire Retirement System. The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of any Part-Time teacher unless the enrollment of that teacher in the System is mandated by the System or by other provisions of State law.

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

2:3 The term "Teacher", as used in this Agreement, means a person employed by the BOARD who is part of the Unit as described in ARTICLE I.

2:4 The term "Department Chairperson", as used in this Agreement, means a teacher with single building responsibility and supervision.

2:5 The term "Teachers' Union Representative", as used in this Agreement, means a Teacher Union Building Representative or the alternate UNION designee who shall be part of the Unit as defined in ARTICLE I.

2:6 The term "allied fields" shall mean a closely related subject to that in which the teacher's previous experience occurred.

2:7 Whenever the singular is used in this Agreement, it is to include the plural where the context clearly so indicates.

2:8 The term "service", as used in this Agreement, shall mean time when the teacher is actually engaged in teaching, together with any authorized paid leave granted pursuant to this Agreement.

2:9 A regular "School Nurse" is a Registered Nurse licensed by the State of New Hampshire employed in said capacity to fill an approved budgeted School Nurse position which is not temporary or as provided in Article 9:9B.

2:10 A "Continuing Substitute School Nurse" is a Registered Nurse licensed by the State of New Hampshire employed in said capacity to fill a School Nurse position temporarily vacant due to an approved extended leave of absence, or to fill a permanently vacant position as provided in Article 9:9.

2:11 A "Temporary School Nurse" is a Registered Nurse licensed by the State of New Hampshire employed to fill a Temporary School Nurse position that is expected to be of limited duration.

2:12 A designated area is composed of all teachers currently teaching in a subject area. These teachers must teach in that subject for the greater portion of their regular work day as referenced in Appendix H.

2:13 The term "Master Plan", as used in this agreement, refers to the professional development master plan required by the New Hampshire Department of Education and approved by the Nashua Board of Education.

ARTICLE III

Grievance Procedure

Grievance and Arbitration Procedures

3:1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve:

A. An alleged violation of a term or provision of the existing contract.

B. A grievance otherwise arising out of the employer-employee relationship involving wages, hours or other terms or conditions of employment.

All such grievances will be handled as provided in this Article.

3:2 No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below or the grievance will be considered settled on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration.

3:3 All grievances over which a principal has no jurisdiction shall be submitted directly to the Superintendent within thirty (30) school days after the aggrieved party knows, or should have known, of the act or condition on which the grievance is based. Submission at any level within that thirty (30) school day period shall establish the timeliness of the grievance.

3:4 **Step 1.**

Any teacher who has a grievance shall, with or without the Union Representative, discuss it first with the Principal in an attempt to resolve the matter at that level.

3:5 **Step 2.**

If the grievance is not settled within ten (10) school days after presentation at Step 1, the aggrieved party shall, within ten (10) school days thereafter set forth the grievance in writing to the Principal specifying:

(a) The specific nature of the grievance and date it occurred.

(b) The provision(s) of this Agreement which is alleged to have been violated.

(c) The nature and extent of the injury, loss or inconvenience.

(d) The results of previous discussions.

(e) The basis for dissatisfaction with the decisions previously rendered.

(f) The remedy which is desired.

The grievance shall be signed by the aggrieved teacher and Union Representative before being presented to the Principal in Step 2.

3:6 If the grievance is not received in writing by the Principal in Step 2 within thirty (30) school days after the aggrieved party knows, or should have known, of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.

The Principal shall act upon the grievance within five (5) school days after receipt at Step 2 and shall communicate a decision in writing to the UNION.

3:7 **Step 3.**

If the issue is not resolved after Step 2, the grievance shall, within five (5) school days after receipt of the Principal's decision be submitted to the Superintendent of Schools. The Superintendent shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate a decision in writing.

3:8 **Step 4.**

The UNION, no later than ten (10) school days after receipt of the Superintendent's decision, may appeal the Superintendent's decision to the School BOARD. The appeal to the BOARD must be made in writing reciting the matter submitted to the Superintendent and the basis for dissatisfaction with the decision rendered by the Superintendent. The BOARD shall act upon the Appeal within a period not to exceed fifteen (15) school days. The BOARD shall communicate its decision in writing to the UNION.

3:9 Failure at any step of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:10 It is understood that teachers shall, during and notwithstanding, the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the BOARD until such grievance and any effect thereof shall have been fully determined.

Rights of Teachers to Representation

3:11 Aggrieved persons may be represented at all stages of the grievance procedure by themselves and by a representative selected or approved by the Nashua Teachers' Union.

3:12 When a grievant in Step 1 is not represented by the Nashua Teachers' Union in the processing of a grievance, the Nashua Teachers' Union shall at the time of submission of the grievance at Step 2 have the right to be present and present its position in writing at all meetings with the grievant held concerning the grievance and shall receive a copy of decisions rendered.

Arbitration

3:13 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 UNION may submit such grievance to arbitration by giving written notice thereof to the BOARD no later than two (2) weeks after the completion of Step 4. The grievance shall be considered as having been settled in Step 4 unless it is so submitted to arbitration within such time limit.

3:14 The choice of the Arbitrator shall be by agreement of the parties. However, if such agreement has not been reached within one (1) week after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the UNION to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining, of said Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement.

3:15 Each grievance shall be separately processed in any arbitration proceeding under this Article.

3:16 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

3:17 The Arbitrator selected will confer with representatives of the BOARD and the UNION. The arbitrator will set forth findings in writing, and submit them to the BOARD and the UNION.

3:18 The operation of this grievance and arbitration agreement shall be subject to the provisions of Chapter 542 of the New Hampshire Revised Statutes Annotated.

3:19 If Chapter 542 should be held by the Supreme Court of New Hampshire to be inapplicable to employees in this bargaining unit, this article of the contract shall be renegotiated.

School Board Grievances

3:20 The School Board and its representatives (including the Superintendent, but excluding any other administrator) shall be entitled to file grievances against the UNION and its representatives involving the interpretation or application of a specific provision of this Agreement. Said grievance shall be submitted in writing to the UNION.

3:21 If said grievances cannot be resolved between the BOARD and the UNION, the BOARD shall be entitled to submit them to arbitration. It shall give the UNION written notice thereof not later than two (2) weeks following the date when it has been determined that the grievance cannot be settled or resolved. If said notice is not given within the required time, the grievance will be considered as waived.

3:22 If the grievance is not received by the UNION within thirty (30) days after the BOARD knows, or should have known, of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.

3:23 Released Time

Any teacher who has filed a grievance in accordance with the provisions of this contract will be granted released time as needed without loss of pay or loss of personal days for attendance at required grievance and/or arbitration hearings. The same privilege shall be granted to one UNION representative who attends said hearing with the teacher.

ARTICLE IV

Salary and Rates of Pay

4:1 Basic Salary Schedule

The salaries and differentials of the members of the Unit defined in Article I are set forth in Appendices A-l through A-3; B; C; D; and E which are attached to and made part of this Agreement. The agreed upon salary schedules shall be implemented, including payment of all incremental increases, as follows; Schedule A-1 will be implemented September 1, 2013 and employees will not be moved any increments; Schedule A-2 will be implemented on October 1st of the 2014-2015 school year and employees will be moved one increment; Schedule A-3 will be implemented on October 1st of the 2015-2016 school year and employees will be moved one increment.

No employee hired after the ratification of this agreement shall be placed on the salary scale above any employee with equivalent experience who was hired after September 1, 2013.

4:2 Placement on the Salary Schedule

A. Subject to the Superintendent's approval and recommendation:

Teachers, other than school nurses and school psychologists, shall be granted full credit for all prior teaching experience after the receipt of their Bachelor's Degree provided that such experience is current and in the same or an allied field.

School nurses shall be granted full credit for all prior school nursing experience and one-half (1/2) credit (rounded to the nearest whole number) for all other nursing experience related to children of public school age, provided such experience is current. No credit will be given for experience prior to the receipt of a Registered Nurse License.

School psychologists shall be granted full credit for all prior teaching and/or psychologist experience provided that such experience is current and in the same or an allied field.

This clause shall not be applied retroactively in that present service, as determined, shall be deemed as final.

B. Service as a teacher of at least ninety (90) school days within a previous school year is required for the period to count toward a step on the salary schedule.

C. Teachers shall be notified during the first full week of school of their Step on the Salary Schedule and their salary for the current school year.

4:3 Anniversary Date

For purposes of salary payment, members of the defined Unit who have ninety days service under 4:2B will advance a Step on the salary schedule as provided by the terms of this Agreement on the date as determined in Section 4.1 for each year of this Agreement upon the recommendation of the Superintendent of Schools.

4:4 Increments for Advanced Credit

Requests by individual teachers, excluding school nurses, for advanced credit placement shall be granted by the Superintendent upon submission of satisfactory evidence of the completion of all requirements for such credit. Teachers must make requests in writing accompanied by a transcript by September 1 of each school year in order to obtain advanced credit placement commencing with the first workday of that work year and by February 1 of each school year in order to obtain advanced credit placement commencing with the 92nd workday of the current 184 day work year. If an official transcript is unavailable for presentation to the Superintendent by September l, or in the case of credits to be paid after February l, by February 1 , an affidavit from the teacher concerned will be considered as evidence of completion until a transcript is received, however, if the transcript is not received within 90 days after advanced credit placement is granted, all increased payments shall stop and the right to increased pay for the credits granted shall be

deferred until the next adjustment date after the transcript is received. The BOARD shall have the right to take all steps allowed by law, including recoupment or set-off of previously paid amounts, to recover overpayments made. Credit shall be given only for courses at an accredited college or university which are allied to the teacher's profession or which are required in connection with an advanced degree program allied to the teacher's profession.

4:5 Method and Time of Salary Payment

Regular teachers shall have the following options for receiving their paychecks:

Option A: Twenty-six (26) equal biweekly installments, starting no later than the second week of the school year.

Option B: Twenty-six (26) equal biweekly installments, starting no later then the second week of the school year, with a final lump sum payment in June of all installments remaining unpaid at the close of the school year.

Option C: Twenty-two (22) equal biweekly installments, starting no later than the second week of the school year.

Each teacher shall be required to choose one of the above options for each succeeding year on June 15, or on the date of hire. The choice made shall be irrevocable for the year of choice. Payroll deduction arrangements to cover summer leave obligations shall be standardized by the District for each group of optionees.

The BOARD shall have the right to fix the day of the week paychecks shall be distributed to coincide with the requirements of the city's payroll processing system. Paychecks shall be distributed to personnel in individual envelopes. The District may institute delivery of direct deposit slips by electronic means, subject to requirements of state law.

If a teacher leaves or dies during the school year, the teacher or the teacher's estate shall be entitled to a prorated share of the teacher's contract salary based on the period of service in days in relation to the number of days schools are in session during the school year, minus the compensation already paid.

4:6 Method And Time Of Payment For Advisors/Coaches

A. Members of the Bargaining Unit who are advisors/coaches for co-curricular and extra-curricular activities which are for less than a full year shall be paid for that activity within at least two teacher pay periods after the activity has been satisfactorily completed.

B. Members of the Bargaining Unit who are advisors/coaches for co-curricular and extra-curricular activities which are for a full year shall be paid one half their annual compensation for that activity on the first payroll following the conclusion of each semester.

Members of the Bargaining Unit who are advisors/coaches for extra-curricular activities may, upon written request, have the option of receiving their pay for each activity in equal installments over twelve (12) teacher payroll periods commencing with the first teacher payroll period of each new school year next following the commencement of each activity, provided that if the twelve (12) teacher payroll periods would end beyond June 30 of each school year, then this option shall not be available. The written request must be received by the Human Resources Office at least two weeks prior to the commencement of each activity for this option to be exercised.

Advisors/Coaches are listed in Appendices D and E.

4:7 Supplemental Injury Benefits

A. A member of the bargaining Unit absent from work as a result of an injury occurring during employment, and who receives weekly worker's compensation benefits shall be paid by the BOARD the difference between the teacher's normal weekly salary (including all benefits) and the amount the teacher receives as weekly worker's compensation benefits.

B. It is intended that no teacher shall receive for each week of absence more than the amount of the teacher's regular weekly salary. Any excess amounts received shall be forthwith returned to the School Board.

C. Absences under this provision shall be charged to the teacher's current and accumulated sick leave on the basis of one-half (1/2) day sick leave deducted for each day of absence.

D. This supplemental benefit shall cease upon the exhaustion of the teacher's sick leave entitlements as described above.

E. The provisions of this section shall not prevent a teacher from electing to waive the supplemental benefit from the District in which instance no sick leave days shall be deducted from the teacher's accumulated sick leave.

4:8 Longevity Payments

Longevity payments shall be made annually in January of each school year for teachers, other than school nurses, in the service of the District as of the first day of that school year, and employed by the District prior to September 1, 2014. Longevity payments shall be computed as of the first day of the school year preceding the payment date according to the following schedule:

At the beginning of fifteen (15) but less than twenty (20) years of service with the District as of September 1, $281
At the beginning of twenty (20) but less than twenty-five (25) years of service with the District as of September 1, $1,294
At the beginning of twenty-five (25) or more years of service with the District as of September 1, $1,688

Longevity payments for school nurses shall be computed as of the first day of the school year preceding the payment date at eighty percent (80%) of the applicable teacher longevity payment indicated above.

In the event a teacher leaves the employ of the District after the first day of the school year but before the January payment date, the longevity payment due for that school year will be paid with the final salary payment.

4:9 Severance Pay

A. Upon the retirement or death of a bargaining unit member in the employee of the District who has at least ten years seniority in the District, the BOARD shall pay to that employee, or the employee's estate in the case of death 1/184 of the step (of the column) on which the teacher is paid for each day of the employee's accumulated sick leave then remaining to a maximum of 100 days. Effective with employees retiring after July 1, 2015, severance payments will be further limited to no more than forty percent (40%) of the employee's latest annual base salary.

To be eligible for the severance benefit, the employee must deliver to the Superintendent's office not later than February 1 a binding letter of retirement for the end of that contract year. The Superintendent, under extenuating circumstances, may accept a letter of retirement after February 1 without loss of severance benefits.

For the purpose of the preceding paragraphs, retirement shall be defined as and limited to only those employees who are actually receiving retirement benefits under the provisions of the New Hampshire State Retirement System.

B. Upon either the resignation of a bargaining unit member, or the retirement of a bargaining unit member who has not not met the requirements for receiving severance pay as required in article 4:9 (A), and who is employed with at least ten years seniority in the District, the BOARD shall pay to that teacher the prevailing per diem substitute teacher rate of pay or $50 whichever is more for each day of the employee's accumulated sick leave then remaining to a maximum of 121 days.

C. Upon the layoff of a bargaining unit member in the employ of the District at the time of layoff, the BOARD shall pay to that employee the prevailing per diem substitute teacher rate of pay or $50 whichever is more for each day of the employee's accumulated sick leave then remaining to a maximum of 121 days. Any employee who receives severance pay upon leave the employ of he District as a result of being laid-off, shall, in the event of rehire have the option of repaying to the District all severance leave on the date of rehire

D. Severance pay for Title I and part-time teachers and part-time school nurses shall be prorated based upon the average number of hours per week they worked in the previous three years divided by the number of work hours for a full-time teacher on their grade level (i.e., elementary or secondary).

ARTICLE V

Supplemental Benefits

5:1 Worker's Compensation and Pension

Teachers shall be covered by the provisions of the New Hampshire Workers' Compensation Act and the New Hampshire Retirement System.

5:2 Tax-sheltered Annuity

The Board of Education agrees to continue to allow teachers to take advantage of the Federal Law concerning tax-sheltered annuities.

5:3 Health Insurance

The Board shall provide upon the request of a member of the bargaining unit the benefits of an individual, two-person or family coverage under one of the following plans offered by the City, if available, or a plan providing comparable benefits, if the following plan(s) are not available:

(a) Point-of-Service Plan
(b) HMO Plan; or
(c) The Board may make additional plans available to members with benefit levels and premium cost sharing determined by the Board in its sole discretion.

For the duration of this Agreement, either party to the Agreement may request that a joint labor/management committee be convened to consider the performance of the aforementioned plans and any changes thereto.

Any member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of an HMO or Point-of-Service Plan service area may change plans within a specified period after such move to the extent permitted by the plans.

The group health insurance of any member of the bargaining unit 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 member terminates employment with the District except that the group health insurance of members of the bargaining unit terminating their employment with the District at the conclusion of the school year shall expire on September 30 unless the member elects to terminate such insurance sooner.

For eligible members the Board shall contribute 70% of the premium for option (a) and 80% of the premium for option (b).

The BOARD's contribution for part-time teachers and part-time nurses shall be based on the ratio of hours such employees are required to work to the number of hours full-time teachers at their grade level (elementary or secondary) are required to work. In addition such teachers shall be required to pay the difference between 100% and the above Board contribution rates towards the cost of the health insurance premiums for the plan such teachers select.

Title I teachers may purchase health insurance at group rates at their own expense.

All plans offered by the City 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 (waived if admitted);

(c) Two Hundred Fifty Dollars ($250.00) Per Person, Five Hundred Dollars ($500.00) Per 2 Person/Family Inpatient/Outpatient Facility Deductible; and

(d) Three Tier Pharmacy Benefit of $5/$15/$35 ($5/$30/$70 Mail Order).

Teachers retiring after June 30, 1991 who have 20 or more years service with the Nashua School District and who are actually receiving retirement benefits under the provisions of the New Hampshire Retirement System will have a portion of their health insurance premiums paid for a single plan according to the following: The Board shall pay 20% of the premium plus 3.0% of the premium for each year in excess of 20 years of service to a maximum of 30 years (maximum contribution, 50%). Such contributions will cease when the retiree is eligible for Medicare coverage.

5:4 Life Insurance

The BOARD shall provide full payment of the cost of a term group life insurance policy equal to 100% of the teacher's base salary, rounded to the nearest thousand.

5:5 Dental Coverage

A. The District will pay the dental insurance carrier directly for the dental insurance benefits as they existed on August 31, 2006. Such payment shall be equal to one hundred percent of the cost on 1-person, 2-person and family coverage. The dental insurance carrier shall provide the District with a monthly invoice of such premium costs. The District will pay the premium within twenty days of receipt of the invoice.
The administration of, and the contracting of any services required by any plan or program is the sole responsibility of and is to be performed solely by the UNION, and all benefits are to be available to unit members except as indicated in Article I. By September 1 of each year, the UNION shall submit an annual accounting to the BOARD of the expenditures of the funds allocated for the fiscal year ending June 30. The report will be submitted in a format provided by the District. Should there be a dispute between an employee and the UNION and/or the District and/or the BOARD, its agents, servants and employees relating to the dental coverage, the UNION agrees to indemnify and hold the District and/or the BOARD, its agents, servants and employees harmless in any such dispute.

The UNION agrees to track dental claims and exert its best efforts to hold premium costs to a minimum. The District and the UNION shall jointly negotiate the premiums with the carrier(s) on an annual basis.

The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Dental Fund as contained in the Collective Bargaining Agreement between the parties will be audited. The Nashua Board of Education will bear all costs of the audit and will select the auditor.

B. Effective September 1, 2015 the above section 5:5 (A) shall become null and void, and the Board shall become directly responsible for negotiating, contracting and providing dental insurance to teachers and retirees at no premium cost for a 1-person, 2-person or family plan, based on the plan the employee is eligible for and selects. Plan benefits are listed in Appendix J.

C. The Nashua Board of Education will not object to the Union President, at the President's expense, maintaining enrollment in the dental program. The maintenance of such enrollment is contingent on the permission of the insurance carrier. The Nashua Board of Education shall have no liability for said enrollment or lack thereof.

5:6 Continuation of Insurance

Upon agreement by the respective insurance carriers, any teacher who is on authorized unpaid leave may be permitted to continue health and life insurance benefits provided by this contract at the teacher's sole expense, on condition that the teacher remits the full monthly insurance premium by check payable to the respective insurance carriers, to the District Human Resources Office no later than the 15th day of the month preceding the month the premium is due. In the event the teacher fails to remit the premiums due, the benefits provided by this Article 5:6 shall terminate immediately without further notice to the teacher and the teacher may not be reenrolled in the group insurance plan for which the premiums were being paid until the teacher returns to active service.

5:7 Mileage Allowance

Teachers who are authorized by the appropriate Assistant Superintendent or designee to use private automobiles for school business shall be reimbursed at the IRS rate. Such travel shall be approved in advance.

5:8 Course Tuition Reimbursement

A. A teacher who is enrolled in a subject related advanced degree program at an accredited college or university, providing that said teacher has received the prior written approval of the Superintendent for enrollment in that advanced degree program, shall be reimbursed for 80% of the cost of tuition.

B. A teacher who is enrolled in a course at an accredited college or university, which course is allied to the teacher's profession or which is required in connection with an advanced degree program allied to the teacher's profession, shall also be subject to the same reimbursement as above, providing said teacher has the prior written approval of the Superintendent for enrollment in said course.

C. The tuition reimbursements set forth in Sections A, B, E and F of this Article 5:8 shall not exceed a total for all teachers of $225,000.

D. In the event that a teacher is unable to enroll in the intended course and wishes to enroll in another course, the teacher shall notify the Superintendent in writing. The Superintendent will have ten (10) school days from the date the notice is received in the Superintendent's office to review the grant of approval for reimbursement. If no action is taken by the Superintendent within ten (10) school days of the receipt of notification the course shall be reimbursed as above.

E. A teacher who is enrolled in courses required for the teacher's certification in a critical shortage area as determined by the District in its sole discretion shall be reimbursed for 80% of the cost of tuition. The same rate of reimbursement will be paid to teachers currently teaching in the critical shortage area in the District, and who enroll in courses which in the District's sole discretion will enable such teachers to become better qualified to teach in the critical shortage area in which they currently are teaching. Said teachers must receive the prior written approval of the Superintendent for enrollment in said courses to be eligible for reimbursement. For teachers seeking certification in a critical shortage area, the benefits contained under this Article 5:8E shall terminate upon certification, or after three years from the date of initial enrollment whichever occurs first. For teachers currently teaching in the critical shortage area who enroll in courses to become better qualified, the benefits contained in this Article 5:8E shall terminate at the conclusion of the course(s) for which benefits are granted.

F. A teacher who is laid off and who enrolls in a program or course for the purpose of retraining, provided said teacher has received the prior written approval of the Superintendent for enrollment in said program or course, shall be reimbursed for 80% of the cost of tuition. A teacher who is laid off and who enrolls in courses required for the teacher's certification in a critical shortage area as determined by the District in its sole discretion shall be reimbursed for 80% of the cost of tuition. Said teacher must receive the prior written approval of the Superintendent for enrollment in said courses to be eligible for reimbursement. A teacher's entitlement to the benefits contained in this Article 5:8F shall commence at the conclusion of the school year during which the teacher is notified of his/her layoff for the ensuing school year and shall remain valid until the expiration of a two-year period thereafter, or until the teacher accepts a full-time position within or outside the District regardless of its nature, or upon certification, whichever occurs first.

G. Tuition reimbursement for Title I and part-time teachers shall be prorated according the following: The applicable tuition rate times the teacher's regularly scheduled work day/work year divided by the scheduled work day/work year of a full-time teacher on their grade level (i.e., elementary or secondary).

H. Due to changes in the Massachusetts State University System's billing procedures which breaks down what had been previously designated as tuition into tuition and certain other fees, the parties mutually agree that for the purpose of determining "tuition" as contained in this article, "tuition" for Massachusetts State University System schools will be deemed to include 1) what is specifically identified as tuition and 2) what is variously identified as "college fee", "operating fee", "academic/curriculum fee", "local tuition fee ", "college service fee", "general college fee", "general purpose fee", "educational services fee", "general education fee", "one fee concept", "emergency fee", "general fee", "campus support fee", "all college fee", or "merged fees".

5.9 Disability Insurance

The District shall make available long-term disability insurance to teachers who may purchase at their own expense.

ARTICLE VI

Leaves of Absence

6:1 Sick Leave

A. Members of the bargaining unit shall be granted an annual sick leave of eleven (11) days without loss of pay for absence caused by illness or accident of the teacher or the teacher's children who reside with the teacher. Such leave not used in the year of service shall be accumulated for use in subsequent years up to a total accumulation of 154 days plus the days due in the current year.

In case of illness or accident of the spouse or parent of the teacher necessitating the teacher's absence from work, the teacher's building principal, or Director of Special Education in the case of

school psychologists, or designee may grant absence from work with sick pay up to the amount of annual and accumulated sick leave to which the teacher is entitled.

The Board agrees that a teacher shall be notified at the beginning of each school year of the number of sick days the teacher has accumulated.

B. A current statement from a physician or other appropriate medical evidence certifying the incapacitating nature of the illness or accident may be required if the absence extends beyond five (5) consecutive school days. If requested in writing, the notification shall be accompanied by a physician's statement estimating the length of the period of disability. Such estimated period of disability may be revised by submission of an updated physician's statement.

C. A teacher whose illness may reasonably be expected to extend for the duration of one or more semesters must notify the Superintendent in writing as soon as the estimated duration of the absence is reasonably known. The notification shall be accompanied by a physician's statement stating the estimated period of physical disability. Such estimated period of disability may be revised by submission of an updated physician's statement.

D. Sick leave days for teachers hired or returning from leave after the beginning of the school year shall be prorated in the ratio the number of remaining teacher work days is to 184 days. Leave days for Title I and part-time teachers shall be prorated in the ratio their regularly scheduled work day/work year is to the scheduled work day/work year of a full-time teacher. Deductions for absences will be made in the ratio the regularly scheduled work day for the Title I or part-time teacher is to the scheduled work day of a full-time teacher.

6:2 Sick Leave Bank

Any member of the bargaining unit who elects to participate in the Sick Leave Bank must contribute one day of the member's sick leave days to the Sick Leave Bank in order to qualify for membership. Such contributions must be made within 30 calendar days of the date the person begins employment or within 30 calendar days of a call for replenishment of the bank as provided in this Article 6:2.

Whenever the number of days in the Sick Leave Bank on the first day of a new semester is less than one (1) times the number of members of the bargaining unit, the Committee shall notify all teachers within 10 calendar days. Any member of the bargaining unit who elects to continue participation in the Sick Leave Bank must contribute an additional day of the member's sick leave to the Sick Leave Bank within 30 calendar days from the date of notice. Teachers who are drawing days from the Sick Leave Bank at the time a call is made for replenishment of the bank will be continued as members of the bank. Teachers who have exhausted their current and accumulated sick leave at the time a call is made for replenishment of the bank will be continued as members of the bank provided they agree to contribute a day to the bank on the first day of the new school year next following. Teachers returning from authorized leave during the 30-day interval between the time a call is made for replenishment of the bank and the deadline for making a contribution will have 30 calendar days from the date their employment resumes to contribute to the bank. New hires and teachers returning from leave will be informed of the Sick Leave Bank by the Human Resources Office at the time of their orientation interview provided, however, that it shall be the responsibility of the teacher to report to the Human Resources Office for such orientation interview. Teachers who elect not to continue their membership in the bank may rejoin the bank by contributing one day of their accumulated sick leave to the bank within 30 calendar days of a call for replenishment of the bank as provided in this Article 6:2.

Contributing members may apply for withdrawal from the Sick Leave Bank for reasons of prolonged or continuing illness or incapacitating accident of the contributing member in accordance with the Sick Leave Bank rules. Sick Leave Bank withdrawals will begin upon depletion of accumulated sick leave.

The operation of the bank and withdrawals therefrom shall be carried out by a Committee of two (2) teachers selected by the UNION and one administrator selected by the Superintendent which shall furnish written records of deposits and withdrawals to the Superintendent. The Committee shall establish its rules

and regulations and may require substantiating medical documents, and in all cases the decision(s) rendered by the Committee shall be final and binding. The total number of accumulative days in the bank shall not exceed two times the number of members of the bargaining unit.

6:3 Personal Leave

A. Teachers shall be granted a leave of absence with full pay, by the principal or his/her designee, for the following reasons up to a maximum of three (3) days in any contract year:

1. Marriage of the teacher's mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or child(ren).

2. Graduation exercise of the employee, the employee's spouse, or the employee's children.

3. Required appearance in court.

4. Observance of a nationally recognized religious holiday of the religion practiced by the teacher.

5. Personal business that cannot be accomplished outside of the school day. Personal Leave Days are not to be used for shopping, leisure activities or recreation. If the School District believes that a teacher has used a Personal Leave Day for shopping, leisure activities or recreation, the School District may seek resolution of the disputed day through the Personal Leave Committee. The Personal Leave Committee shall consist of two (2) members of the Nashua Teachers' Union and two (2) members from the Administration.

B. All leaves of absence referred to in Article 6:3 are subject to the following conditions:

1. Except in emergency situations, at least 72 hours' verbal notice shall be given in requesting a personal day through the principal or his/her designee. Lacking such notice, the absence will be considered unauthorized and the teacher's pay will be deducted at a daily rate of 1/184th of the annual salary or at the per diem rate applicable to that teacher who has a regular work schedule of less than 183 days. The Board reserves the right to establish a written process for documenting the approval and use of personal leave in compliance with federal and state statutes.

2. The principal, or his/her designee may, if necessary and for valid reason, withhold approval of requests for personal leave in which case his/her position shall be given in writing to the individual concerned.

3. Teachers requesting a personal day immediately preceding or following a holiday or vacation period must provide the principal, or his/her designee, with the specific reason the personal day is being requested. No paid personal days will be granted for the aforementioned days for the purpose of extending the holiday or vacation period, or if the reason for which the day is requested could be scheduled on another day. An unpaid personal day may be granted subject to the provisions of section "2" above.

C. Personal Leave Days which are not used in any contract year will be added to the teachers accumulated sick leave balance as provided for in Section 6:1A of this Article.

6:4 Leave for Conference, Conventions, etc.

Teachers shall be encouraged to attend educational conferences and upon the recommendation of the Superintendent and in accordance with existing BOARD policy may be given released time for such purposes.

6:5 Visiting Days

Teachers may be permitted to visit in other classrooms of the City of Nashua or other cities and towns to observe teaching techniques and inspect teaching materials. Permission for such activity shall be granted only after submission of pertinent data, which includes the number of days required, and upon recommendation of the Superintendent of Schools.

6:6 Organized Reserve Forces

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted leave of absence during the time of the person's annual tour of duty as a member of such reserve component; provided however, that such leave shall not exceed fifteen (15) days. Individuals serving under this provision shall receive the difference between their military pay and that which they would have earned had they not been called to service. This provision shall not apply to any teacher who has a tour of duty scheduled during the school year and who could postpone said tour of duty until the summer, but who instead chose to serve said tour of duty during the school year.

6:7 Military Service

Each teacher shall be granted a leave of absence for military service, without pay, for the duration of compulsory service. A teacher granted such a leave shall, upon return, receive active service credit and appropriate annual salary, including increases granted during the period of military service.

6:8 Selective Service Tests

Each teacher shall be granted regular salary, without loss of pay, when required to be in attendance for a usual and customary selective service examination, physical examination, or other tests required by the United States Government.

6:9 Bereavement Leaves

A. Teachers shall be entitled to up to three (3) days bereavement leave per occurrence with pay in any school year for absence due to the death of a member of the immediate family of the teacher. "Immediate family" shall include: mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, like step-relations and partners.

B. Teachers shall be entitled to up to seven (7) days bereavement leave with pay for absence due to each death of their spouse or child(ren).

C. Teachers shall be entitled to up to three (3) days total bereavement leave with pay in any school year for absence due to the death of a close relative of the teacher. "Close relative" shall include: aunt, uncle, niece, nephew, in-laws not included under (A) and close friends, provided the close friend lives in the teacher's home.

D. Permission to attend the funeral services may be granted to at least one teacher from the District in the case of death of a teacher retired from the District.

6:10 Extended Leaves

A. Any teacher under a continuing contract, or a school psychologist or school nurse who has completed three years of service in the District, may apply for an unpaid extended leave of absence for any of the following reasons:
   1. Professional activities associated with an agency of government, inclusive of elective office.
   2. To accept a position as an officer of the teacher's State or National Union.
   3. Peace Corps.
   4. Vista Program.

5. National Teachers Groups.
6. Graduate Study.
7. Job related travel.
8. Extended illness of the teacher's mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, spouse, child(ren), or a close relative residing in the teacher's home. "Close relative" is defined in Article 6:9C above.
9. Personal reasons.

B. Any teacher may apply for an unpaid extended leave for his/her own extended illness.

C. Consideration of Leave Requests

1. Requests for unpaid extended leaves of absence for the reasons stated under 6:10 A and B must be submitted at least ninety (90) calendar days prior to the effective date of the requested initial leave and at least sixty (60) calendar days prior to the effective date of a requested extension of a leave, except in the event of unforeseen circumstances, for the requests to be considered.
2. The BOARD, at its discretion, may grant an extended leave for the reasons stated under 6:10 A and B for a period of up to two years. No leaves of absence will be granted for the purpose of accepting employment outside the Nashua School District or for self employment.

D. Any teacher may apply for an unpaid extended leave of absence for purposes of rearing the teacher's natural or legally adopted child. An extension of such a leave for up to one year may be granted provided that the teacher submits a request for such an extension at least sixty (60) calendar days prior to the effective date of the requested extension. Such a leave or extension of a leave is limited to the child's first two years of life.

E. All leaves granted under this Article 6:10 shall terminate at a transition point in the school year for a specific grade level, such as at the end of a school vacation at the elementary level, or at the end of a trimester or semester at the secondary level.

F. A teacher who returns from leave granted under this Article 6:10 on the date authorized by the BOARD under Section E above shall be assigned to a position for which the teacher is qualified and certified. Where practicable, and if so requested by the teacher, the Superintendent will assign the teacher returning from leave on the date so authorized to the same position held prior to the leave.

G. With one month's written notice to the Superintendent and for cause, a teacher on leave granted under this Article 6:10 may indicate an interest in returning to active service on a date earlier than the one originally authorized by the BOARD under Section E above. Such a teacher may be granted a position for which the teacher is qualified and which is available by reason of its not being filled by Board action as of the date the one month's notice has been received by the Superintendent. A teacher who elects to take a position under this Section G shall have no further rights to that position after the conclusion of the period for which the position is vacant. A teacher who elects to take a position under this Section G shall be entitled to the rights granted under Section F as of the date of return from leave authorized by the BOARD under Section E.

6:11 Sabbatical Leave

A. A teacher shall, conditional only on the operational requirements of the District and the numerical limit provided below, be granted, "Sabbatical Leave" under the following conditions:

1. The teacher must have completed six (6) years continuous service as a teacher in the District since the last sabbatical leave.

2. The teacher shall be paid at the rate of 75% of annual salary prorated for the period of the leave whether it be for a full year or one half year.

3. Requests for sabbatical leave must be received by the Superintendent in writing on forms designated by the BOARD no later than January 1 and action must be taken on all such requests no later than the third week in March of the school year preceding the school year for which the sabbatical leave is requested.

4. The teacher must be enrolled in an accredited college or university and be engaged in a formal program leading to an advanced degree leading to a specialization which is needed by the District.

5. Requests for sabbatical leave on a basis other than the criteria established above shall be given consideration and nothing contained herein shall prohibit the BOARD from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the District. Upon the recommendation of the Superintendent and the approval of the BOARD, such leave shall be granted.

6. Upon return from sabbatical leave, a teacher shall receive active service credit and appropriate annual salary, including increases granted during the period of sabbatical leave.

7. Any teacher granted a sabbatical leave of absence must agree in writing to continue working for the District for at least two (2) years following the sabbatical leave.

8. A report or summary of the sabbatical leave shall be submitted to the Superintendent of Schools and the BOARD upon the completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the BOARD and the administration, shall be furnished by the individual during the leave period.

9. The number of leaves granted under this Article shall not exceed 1% of the number of teachers eligible for sabbatical leave. In the event a request for sabbatical leave is denied, the Superintendent shall, within fifteen (15) days of the denial of the request, give a written explanation of the reasons for the denial to the teachers_ involved.

B. A teacher may be granted sabbatical leave to pursue enrollment in courses as specified under 5:8D subject to the remaining provisions of Section A.9 above. This benefit is limited to a total of two (2) teachers per contract year, in addition to the allotment of sabbatical leaves provided under Article 6:11A of the sabbatical leave provision, and shall be provided to current employees only. In the event the number of leaves taken under Article 6:l1A above is less than the number of sabbatical leaves for which the unit is eligible, the number of sabbatical leaves for which the unit is eligible under this Article 6:11B shall be increased by the number of leaves under Article 6:11A for which the unit is eligible less the number of sabbatical leaves taken under Section 6:l1A.

6:12 Court Appearances

A teacher who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted the difference between the fee received for such service, excluding court reimbursement for mileage, meals and lodging, and the amount of earnings lost by reason of such service. Satisfactory evidence of the fee received exclusive of mileage, meals and lodging reimbursement, must be submitted to the Payroll Office for the differential to be granted. Any teacher asked by the District to testify in any judicial proceeding shall be granted released time without loss of pay or benefits.

ARTICLE VII
Employment Status

7:1 Notification of Reemployment

Teachers will receive notification of the intent of the BOARD to re-employ them by letter, no later than the date established by state statute, and teachers will indicate their intention to return, subject to the conditions of the master agreement no later than fifteen (15) days immediately following the notification date referred to above.

A teacher will make a good faith effort to give the District Human Resources Office at least forty-five days written notice if the teacher intends not to resume the teacher's position with the District for the beginning of any school year.

7:2 Notification of Assignment

A. The administration shall notify teachers of their tentative assignments, including subject area, grade level, where applicable, and the name of the course(s) for the coming school year, not later than May 25 of each year.

B. Information regarding academic level of classes shall be available by August 1 from building principals at the school building. Where possible materials shall also be made available at the school building upon request by the teacher.

C. All tentative assignments in this article are subject to revision by the Superintendent as educational and budget needs dictate.

7:3 Certification

A. School nurses and speech pathologists must meet their occupational professional licensing and/or certification requirements.

B. All other teachers shall meet federal, state and NH Board of Education requirements and regulations for their positions, and be assigned to teach within the scope of a valid certificate issued by the State Department of Education,

7:4 Staff Development

A. School nurses, by virtue of their registered nurse licensing requirements shall be exempt from staff development under the Master Plan for Staff Development.

B. All other teachers, excluding school nurses, shall be required to meet the requirements of the Nashua School District Master Plan For Staff Development.

C. The membership of the Professional Development Master Plan Committee shall include an equal number of teachers appointed by the Nashua Teachers' Union and representatives appointed by the Superintendent of Schools. The Superintendent's appointments may include administrators, teachers, a parent/community member(s), a para-educator(s), and/or a member of the Nashua Board of Education.

7:5 Evaluation of Teachers

A. All observations by a supervisor of the work performance of a teacher in a classroom shall be made openly.

B. When a supervisor enters a classroom of a teacher engaged in teaching it will be assumed the teacher is being observed for purposes which may include evaluation.

C. When a supervisor makes and signs a written evaluation of a teacher it will be shown to the teacher, who will acknowledge receipt thereof in writing; this shall not necessarily be interpreted to

indicate the teacher's assent; if the teacher disagrees with all or any part of the evaluation the teacher may file written comments in the teacher's personnel file. There shall be no obligation to respond to the teacher's comments and a non-response shall not be interpreted to indicate agreement with the teacher's comments.

D. All evaluations will be in accordance with the evaluation forms and procedures adopted in the Master Plan prior to the start of a school year.

7:6 Teacher Personnel Files

A. Each teacher shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in the teacher's personnel file with reference to evaluation of the teacher's performance in such school district.

B. The BOARD shall provide to each teacher copies of the records and reports described above.

C. In the event that the BOARD removes from the teacher's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed.

D. Upon 24 hours' notice each teacher shall have the right to review and reproduce material in the teacher's personal file.

E. The teacher shall have the right to answer any material filed, and the teacher's answer shall be reviewed by the Superintendent and the answer shall be attached to the file copy.

F. Reproductions of such material may be made by hand, or copying machine if available.

G. Any item contained in a teacher's file to which a teacher has not been given access shall not be utilized in any legal proceeding against the teacher.

H. A teacher shall be given upon request a receipt for all transcripts, medical forms and all other material submitted to the District.

7:7 Seniority

A. The term seniority for the purposes of layoff and transfer shall mean accrued time in service as defined in article 2:8 in a designated area as set forth in Appendix H which occupies the greatest proportion of the teacher's regular work schedule.

B. The term seniority for the purposes of longevity and recall shall mean accrued time in service as defined in Article 2:8 in the District.

C. All teachers in the employ of the District as of September 1, 1980 will receive credit for all seniority accrued prior to that date, regardless of any interruption in service occurring prior to that date.

D. All accruals of time in service subsequent to September 1, 1980 shall be based on the following:

1. In the event of authorized unpaid leave or suspension the teacher shall retain such seniority as was accrued on the date of the authorized unpaid leave or suspension but shall commence further accrual only upon return and shall not accrue seniority during such leave or suspension period.

2. In the event of layoff the teacher shall retain such seniority as was accrued on the date of layoff but shall commence further accrual only upon return and shall not accrue seniority during such layoff. If the teacher exhausts his/her recall rights, the teacher shall lose all accrued seniority. Unit members who transfer out of the unit into another District position shall lose all accrued seniority after two years in such position.

3. In all cases of permanent termination of employment with the District, the teacher shall lose all accrued seniority.

E. For the purpose of accruing seniority, the percentage of the teacher's regular work schedule in relation to the work year of a full-time teacher will determine the yearly credit or proportion thereof.

In the case of Title I and Part-time teachers, the ratio of the teacher's total annual duty time to the total annual duty time of a full-time teacher will determine the yearly credit or proportion thereof.

F. Continuing Substitutes do not accrue seniority except that a Continuing Substitute who teaches one or more semesters in a designated area and who is then appointed with no break in service following a continuing substitute assignment to a full-time position in the same designated area shall retain all time in service as a continuing substitute for purposes of determining seniority.

G. Should two or more teachers be equal in terms of seniority as defined for layoff, seniority as defined for recall shall prevail in determining seniority. In the event two or more teachers are equal in terms of both definitions of seniority, the date of BOARD action on the hiring of the teachers shall prevail in determining seniority. If all of the aforementioned are equal, seniority shall be determined by social security number, with the teacher with the lowest last three numbers, having the least seniority.

7:8 Reduction in Staff

The provisions of this Article 7:8 shall apply only on occasions when the total number of permanent positions in a designated area is reduced. On those occasions when there is such a reduction in the total number of permanent positions, the following procedures will be used:

A. Staff reductions will first be accomplished through attrition of staff.

B. Teachers who are not on a continuing contract with the District will be terminated prior to teachers who are on a continuing contract with the District.

C. Should staff reductions extend to teachers who are on a continuing contract with the District, all teachers who are currently teaching in the designated area being reduced, excluding Part-time, Title I and Continuing Substitute teachers and seniority of teachers shall be considered in reaching a decision.

The teacher with the least seniority shall be laid off first unless a more senior teacher's level of performance, in ascending order of seniority, is significantly inferior to the junior teacher. The first more senior teacher whose level of performance is determined to be significantly inferior to that of the least senior teacher shall be the teacher laid off. If more than one teacher is to be laid off in a designated area, the District shall first compare in ascending order of seniority, the least senior teacher with the more senior teachers. Once a determination is made with respect to that teacher, the next most junior teacher shall be compared to the remaining more senior teachers in ascending order of seniority. This process shall continue until all teachers who are to be laid off are determined.

In instances where a more senior teacher is significantly less qualified solely because of the teacher's experience and training related to the remaining available positions in the designated area, the District shall make a good faith effort to reassign teachers in said designated area being reduced in accordance with the teacher's qualifications so that the senior teachers may be retained. In reassigning teachers in order to insure, as much as possible, that a junior teacher(s) does not displace a senior teacher(s) the District shall reassign teachers in such a manner that if it is

necessary for the junior teacher(s) to displace a senior teacher(s), as much as possible, the more senior teacher(s) is retained.

If after such reassignments the junior teacher(s) is still significantly more qualified than a senior teacher, the senior teacher may be laid off first. Qualifications shall be determined by experience and training related to the remaining available positions in the designated area.

D. Part-time teachers shall be placed in a pool for the purpose of layoffs in part-time positions. The same procedure as that contained in Section C above shall be followed.

E. Title I teachers shall be placed in a pool for the purpose of layoffs in Title I positions. The same procedure as that contained in Section C above shall be followed.

F. Should a teacher who has seniority in more than one designated area be laid off in a given designated area, that teacher shall be considered in the pool of teachers in the alternate designated area(s) for the purpose of reduction in staff under the same provisions as contained in Article 7:8C.

G. A teacher employed in a position that does not require a specific certification area or designated area in Appendix H, will be considered to be in the designated area in which the teacher holds certification (last taught). The teacher will accrue seniority in both his/her current position and in his/her area of certification.

7:9 Recall

Laid-off teachers shall be placed on one of the three separate recall lists, one for teachers including contract and Federally-funded Special Education teachers, one for Title I teachers, and one for Part-Time teachers. Recall rights will be implemented for each category separately. The teacher with the greatest seniority shall be recalled first for a position for which the teacher is both qualified and certified, and which falls in the recall pool category in which the teacher is placed. Teachers including Contract and Federally Funded Special Education teachers also shall have recall rights within the Part-Time teacher pool if the teacher so chooses and if there are no Part-Time teachers in the pool. However, a teacher including a contract or Federally Funded Special Education teacher electing recall to a part-time position shall lose all recall rights in the teacher including contract and Federally Funded Special Education recall pool until the conclusion of the school year in which they assume the position or until the position is discontinued, whichever occurs first. Laid-off teachers shall be retained on a recall list for three years, exclusive of any time spent filling a temporary vacancy, or, in the case of a teacher including a contract or Federally Funded Special Education teacher, a part-time position. A teacher who is on a recall list shall be entitled to take a temporary position for which the teacher is qualified and certified and which falls within the recall pool category in which the teacher is placed, provided that if a teacher elects to take a temporary position, the teacher shall be obliged to fulfill the term of service called for by the temporary vacancy, and shall be returned to the recall list only after completion of that service.

Any teacher who accepts any permanent position with the District, or who is offered a permanent position with the District for which the teacher is certified and qualified and who refuses the offer, shall be taken off the recall list, except that if a Part-Time teacher is offered a permanent position of lesser hours than the teacher normally worked at the time of layoff and refuses the position, the teacher shall retain the recall rights contained in this section.

Notice of recall shall be made in writing by certified mail return receipt requested to the last address which has been placed on file by the employee in the Human Resources Office. A simultaneous notice of recall shall be provided the UNION.

A teacher who is recalled shall in writing within 15 calendar days of the receipt of the notice or 30 calendar days from the date the notice is mailed, whichever is sooner, give notice of intent to accept the position. If the teacher does not respond within the aforementioned time period, the teacher will be considered as declining the position and will be removed from the recall list. The next eligible teacher, if any, then shall be given notice of recall.

7:10 Discrimination

There shall be no discrimination against any teacher because of the teacher's UNION activities or because of the teacher's membership in the UNION, or because of the filing of any grievance under this contract.

7:11 Tuberculosis Screening

Consistent with the current advisory of the State of New Hampshire, Department of Health and Welfare, Division of Public Health Services, teachers who have met the requirement of the BOARD'S pre-employment or prior post-employment tuberculosis screening will not be required to have further screening while in the continuous employ of the District. All teachers shall comply with future advisories on tuberculosis screening issued by the Division of Public Health Services. The BOARD will provide screening services required after employment but not before employment through the BOARD'S own agents.

ARTICLE VIII

Terms and Conditions of Employment

8:1 School Year - School Calendar

A. The school year shall be developed from the following criteria:

1. 180 pupil days

2. Four days for teachers new to Nashua School District, three days for nurses new to the Nashua School District, two days for nurses experienced in the Nashua School District and one day for teachers experienced in the Nashua School District. These days shall be immediately preceding the opening of the pupil school year to be used as pre-school planning and organizing days, and for orientation.

3. Two (2) days (one day for nurses) during the school year may be used as parent and/or teacher conference days for teaching personnel to schedule conferences with parents and/or other teachers for the purpose of examining and discussing individual pupil progress; and/or may be used for in-service work; and/or may be used as training days for the purpose of updating and improving the professional skills of all teaching personnel. One of these days may be used by first grade teachers for conferences required in lieu of report cards. If one of these days is scheduled for parent conferences, the BOARD may at its discretion, determine the time of day the conferences will be held except that in no instance shall the hours so scheduled exceed the total hours required of a teacher on a regular school day. None of these days will be scheduled during the established school vacation periods. Prior to the holding of such days, the Superintendent shall furnish the teachers with a written schedule of proposed activities. Effective September 1, 2014 in-service days shall be held on Election Day for teachers and nurses, and on Presidents Day for teachers.

4. In general, the in-school work year for teaching personnel will not exceed 184 work days.

5. The total number of days referred to in Section A is exclusive of days on which school is closed as a result of weather or other emergency conditions.

6. Title I teachers may be obliged to make-up school days lost due to weather or other emergency conditions. If schools are on a delayed opening or early closing, Title I teachers, except for Title I nursery school teachers, shall work the same schedule as they usually work and be paid for their normal work day except that they shall report to work and/or leave work on the modified schedule.

7. A secondary guidance counselor(s) may be required to work up to an additional five days at the discretion of the respective assistant superintendent. Such additional work days shall be scheduled within ten week days immediately preceding the first day of the teacher work year. Guidance counselor(s) from within the building where such additional work is required who volunteer for such work will be assigned first, and then involuntary assignments will be made as necessary. If involuntary assignments are necessary, where possible, such assignments will be rotated from year to year among a building's guidance personnel. Secondary guidance counselors will be paid at a per diem rate of 1/184th of their base annual salary for each additional day scheduled, or in the case of an elementary guidance counselor, a portion thereof for work done with a minimum of three hours pay.

   Effective July 1, 2014 school psychologists and speech pathologists may be required to work ten additional days, and will be paid at a per diem rate of 1/184th of their base annual salary for each additional day worked.

B. School Calendar

1. The Superintendent shall consult with the UNION in the development of the school calendar prior to the presentation of said calendar to the BOARD for adoption. The Superintendent shall make a reasonable effort to consult the Union at least one month prior to said BOARD presentation.

2. Effective September 1, 2014 teachers shall not be scheduled to work the day prior to Thanksgiving.

3. The school calendar is determined each year by the BOARD in accordance with the applicable law.

8:2 <u>School Day</u>

A. As a professional, teachers are expected to devote to their work the time necessary to accomplish the task at hand.

B. The UNION agrees that a teacher's day is not necessarily coterminous with that of a pupil. However, it shall be no less than that which is established for the pupils.

C. In general, teachers, other than school nurses, will be free to act with professional discretion relative to the time of arrival at school in the morning or leaving of school in the afternoon. However, it is expected that, as a minimum all teachers, other than school nurses, will be in their respective classrooms or performing supervisory or instructionally related activities fifteen (15) minutes prior to the beginning of the pupil school day and ten (10) minutes after the close of the pupil school day. The Principal may require sufficient teachers, other than school nurses, not to exceed 1/3 of the staff on any day on an equitable rotating basis to be on duty to supervise students a daily total of forty (40) minutes, the distribution of said time prior to the beginning of the pupil school day and after the close of the pupil school day to be at the discretion of the Principal. The yearly total shall not exceed 5400 minutes. A tentative schedule of such duties will be provided to each teacher at the beginning of each semester.

D. As part of their professional responsibility, teachers will attend department and other professional staff meetings designed to provide meaningful professional growth or to clarify school business. Said meetings shall not exceed fifteen (15) meetings per year, excluding meetings held on school days when pupils are dismissed early. Advance notice of such meetings shall be provided at least 48 hours prior to the meeting except in cases of emergencies. The limitation of fifteen (15) meetings does not apply to the faculty of a new school occurring fifteen (15) calendar months before the projected opening date and through its first year of operation or to the faculty of a school during the fifteen (15) calendar months preceding an evaluation by an accreditation team.

For the express purpose of training, for development and implementation of new curriculum as defined in (A), (B), (C) and (D) below, teachers may be required to attend up to five meetings per year.

(A) A curriculum implemented throughout the District;
(B) A curriculum implemented across the three middle schools and/or the high school either throughout the school and/or the department;
(C) A curriculum implemented at the elementary level only;
(D) A pilot curriculum which may impact only one school, grade level, and/or department.

E. As part of their professional responsibilities, teachers other than guidance counselors will be expected to attend up to three (3) evening meetings per year for professional purposes. Guidance counselors will be expected to attend up to four (4) evening meetings per school year. Effective September 1, 2014 teachers other than guidance counselors will be expected to attend up to four (4) evening meetings per year, and guidance counselors will be expected to attend up to five (5) meetings per year. In addition, a teacher, when needed, may be required to attend Special Education Team and 504 Team staffings which extend beyond the conclusion of the teacher's school day as described in Article 8:2C, D and E. No additional compensation shall be paid for attendance at the first two such staffings occurring within a given school year. A teacher who is required to attend more than two such staffings per school year shall be paid at the rate of $25 per hour for each hour of attendance which commences after the teacher's school day as described in Article 8:2C and D.

F. Teachers, other than school nurses, shall be granted a duty-free lunch period equivalent in time to that granted to the students for lunch. Teachers, other than school nurses, shall be free to leave the school provided they sign in and out at the school office. At the elementary school level where mid-day breaks are normally inclusive of both lunch and recess, on days of inclement weather and when the Principal does not permit outdoor recess, the Principal may require sufficient teachers, other than school nurses, to report twenty (20) minutes early to assist the monitors, except that the number shall not exceed 1/3 of the staff on any day and teachers will be rotated on an equitable basis.

G. The on-site work day for secondary teachers, other than school nurses, will be seven (7) hours and eight (8) minutes and the on-site work day for elementary teachers, other than school nurses, will be six (6) hours and fifty (50) minutes except as otherwise provided in this Agreement or by past practice.

H. The regular work day for school nurses shall be the regular pupil school day plus 30 minutes. The building principal shall establish a regular work schedule for each nurse distributing the 30 minutes prior to the beginning of the pupil school day and after the close of the pupil school day at the principal's discretion. However, nurses shall make themselves available at the request of the building principal, for emergencies and conferences which may, on occasion, extend beyond the afore-described workday. Except in cases of emergency, 48 hours notice shall be given to nurses of times when they are expected to be available beyond the afore-described workday.

No school nurse shall be required to work when a school day is cancelled due to inclement weather or other emergencies. If the pupil school day is abbreviated by action of the District on an unscheduled basis due to an emergency, and a school nurse is specifically released from work before the conclusion of the nurse's normal work day, the school nurse will be paid the nurse's normal daily wage, regardless of the number of hours actually worked.

Each school nurse shall be entitled to a thirty (30) minute duty-free lunch break except in emergencies.

8:3 Planning Periods

A. All regular R through 5 elementary teachers, and the Special Education teacher of an elementary self contained Emotionally Handicapped or Pre-school class shall have a planning period whenever teachers in the fields of art, music or physical education take over the class. The above teachers shall have such additional planning time as is required to provide the total amount of planning time set forth in the following schedule during all five (5) day school weeks. The remaining personnel on the following schedule shall have the amounts of planning time set forth on said schedule during all five (5) day school weeks.

Teachers shall continue to be aware of and prepared for their responsibility for continuity of program in the areas of art, music, and physical education. The teacher has the option to use planning time for either a pre-planned in-service program, parent conferences or for classroom activities.

Regular R through 5 elementary teachers, and the Special Education teacher of an elementary self contained Emotionally Handicapped or Pre-school class: 200 minutes per week, and 250 minutes per week effective September 1, 2008. Art, Music, Physical Education, Reading, Speech and Hearing, Library, and Guidance Teachers: 90 minutes per week. Kindergarten teachers (including kindergarten teachers in full-day kindergartens): 50 minutes per week; 100 minutes per week effective September 1, 2014. For Special Education teachers other than teachers of elementary self-contained Emotionally Handicapped classes and Pre-School class: 120 minutes and 150 minutes effective September 1, 2009.

B. When teachers in Art, Music, and Physical Education are absent from work, the Administration agrees that it will use its best efforts to replace them with specialist substitute teachers. In order to improve their compliance with this paragraph the Administration will keep a separate, updated and current list of specialist substitute teachers of Art, Music and Physical Education.

C. Secondary teachers in English/Language Arts, Mathematics, Social Studies, Foreign Languages, Science, Music, Art, Physical Education, Library, Guidance, Reading, Business, Special Education, Technology Education and Home Economics-General will have one planning period equal in length to the length of the instruction period per pupil school day.

D. During school days or weeks which are shortened due to holidays, vacations, inclement weather, or emergencies which necessitate school closings, planning periods scheduled for the time during which school is not in session shall be lost and not made up.

8:4 Teaching Load -Class Size

A. In scheduling teachers, the administration will attempt to keep the number of different rooms in which assignments occur at a minimum.

B. Teachers desiring special attention and supportive help and guidance may seek same from the Building Administration and other supervisors.

C.

1. On the secondary level no teacher shall be required to have more than five (5) periods of class instruction per day, more than six (6) different classes per marking period, nor more than four (4) different class preparations per marking period.

2. A "class preparation" means a period of instruction which requires selection and organization of teaching content, materials and procedures, and/or the evaluation of the written and oral work of the students. Thus, if a school divides a given grade level into "College English" and "General English", this should be viewed as two distinct "class preparations". Subjects which are similar, but still clearly different, such as first year typing and second year typing, are considered as different "class preparations", whereas "personal typing" and first year typing may be considered as one preparation. Under

certain arrangements for alternating subjects, two grade levels may be combined to form a single class. Each class of this type can be considered as one preparation.

A "period of class instruction" means a period devoted to any form of systematic, organized instruction.

3. A "period of class instruction" and a "class preparation" do not include a period of up to twenty (20) minutes to provide students with opportunities for advisory, co-curricular, make-up, enrichment or extra help, with time provided for preparation during the school day. A joint labor-management committee will be formed to assess the effectiveness of how this time is used. This provision of the contract shall expire on August 31, 2016.

D.

1. Recognizing that class size is an important factor in providing quality education the BOARD will make reasonable efforts to meet the minimum standards established by the New Hampshire State Department of Education.
2. At the elementary level, class sizes shall not exceed the following:

Kindergarten	23
Readiness	18
Grades I & II	27
Grades III-V	30

3. At the secondary level teachers shall be limited to a maximum of thirty-one (31) pupils per subject class (forty (40) pupils for physical education) except for (1) study halls, band, chorus, and similar activities and (2) programs of team teaching, large group instruction, educational television, film instruction, group lectures and similar instructional methods.

4. Class size will be determined on the first school day in October of each school year. The overage formula provided in Article 8.4.D.6 shall be paid for any overage experienced between the first day of school in September and October 1, provided that the overage(s) during that period continue beyond October 1.

5. No secondary guidance counselor shall have more than a total of 325 students. Guidance counselors at Nashua High School shall have no more than a total of 300 students. The BOARD agrees to implement the state standards for elementary guidance counselor student loads.

6. In the event a class size with the exception of Kindergarten and Readiness classes as set forth in this Article 8:4D is exceeded after the first school day in October, the teacher of said class shall receive additional compensation for each excess pupil for the time such excess exists computed according to the following formula: For the first two excess pupils, Elementary -- Three times (number of school days the excess pupil is enrolled in the class) times [(the District average teacher base annual salary divided by 184 days) divided by the maximum class size as set forth in this Article 8:4D)]; Secondary -- Three times (number of school days the excess pupil is enrolled in the class divided by 5) times [(the District average teacher base annual salary divided by 184 days) divided by the maximum class size as set forth in this article 8:4D)]. For the third and fourth excess pupil, two times the formula set forth in the first sentence of this section. For the fifth and sixth excess pupil, three times said formula. For the seventh and eighth pupil, four times said formula.

Average teacher base annual salary shall be determined by the combined salaries paid in accordance with the Teacher Salary Schedule to all full-time Annual and Continuing Contract, Federally Funded Special Education, and Continuing Substitute teachers, other than school psychologists and school nurses, in active service with the District on the first day of the school year divided by the number of said teachers. The payment for excess

pupils shall be made in a lump sum within thirty (30) days of the conclusion of each semester of each school year.

E At the secondary level with the exception of physical education and those exceptions noted under 8:4D.3 above, no teacher shall have a teaching load in excess of 150 per grading cycle. Load will be determined on the first school day in October of each school year.

F. The BOARD will limit assignments in secondary science, business, home economics, industrial arts and vocational education courses so that the number of students will, within a 10% margin, not exceed the number of students who can be accommodated by the number of student work stations. Load will be determined on the first school day in October of each school year.

G. A six-hour per day aide for each four sections of kindergarten will be provided.

8:5 Student Health

A. Eye testing shall be done by professionally trained personnel.

B. A full time nurse shall be assigned to each large school to care for children who become ill and to carry out a program of health education through lecture and demonstration.

C. Weighing and measuring of children shall be done, or supervised, by the school nurse.

8:6 Scholarship and Standards

Teachers shall maintain the right and responsibility to grade pupils based upon records maintained by the teacher with respect to each pupil.

8:7 Job Descriptions

All department chairpersons and head teachers shall have a job description.

8:8 Parent-Teacher Conferences

Parent-teacher conferences are to be held as deemed necessary by the teacher, a parent, or in individual cases, the principal.

ARTICLE IX

Transfers, Vacancies and Promotions

9:1 Definitions

A. A promotional opportunity shall be defined as the positions within the collective bargaining unit of head teacher or department chairperson, and positions outside the collective bargaining unit which require greater supervisory responsibility and authority.

B. A transfer shall be defined as a geographical change from one school to another to non-promotional positions within the bargaining unit, or a change from the designated area in which the teacher spends the greatest portion of the teacher's regular work schedule to another designated area.

C. An intrabuilding reassignment shall be defined as a change in assignment within a designated area within a school.

D. A permanent vacancy is a vacancy in a position which is not eliminated by the District, and which occurs by reason of retirement, resignation, death, or other permanent termination of employment; or a new position.

9:2 Postings

A. Promotional opportunities because of vacancies and new positions which the BOARD wishes to fill on a temporary or permanent basis shall, except in an emergency, be posted for ten (10) calendar days prior to the positions being filled. All notices shall be posted on the bulletin board in every school, and in the administrative office, and shall also be sent to the UNION when posted. All posting notices referred to herein shall delineate the duties, rate of compensation, and qualifications for the position. All applicants not selected for promotional positions will be notified of the BOARD'S decision in writing.

B. A list of known permanent vacancies for the following school year will be posted annually in each school by April 15 and again by the last day of the pupil school year. Teachers desiring to be considered for such vacancies will submit a letter to the Human Resources Director by May 5 for the April 15 posting, or by June 30 for the last day of the pupil school year posting.

9:3 Transfer Requests

Teachers who desire a change in teaching or building assignment may file a written request with the District Human Resources Office not later than April 22 of the school year preceding the school year for which the change is desired. Such request shall be considered valid for one (1) year as a bona fide request for change. The request may be renewed in writing each school year not later than May 5 if it is not granted on initial application.

9:4 Transfer Notification

Notice of transfer or non-transfer will be given in writing to each teacher making a request under Article 9:3 as soon as practicable and under normal circumstances not later than June 30. After June 30 until the beginning of the new school year, notice of all personnel actions with respect to transfers will be sent to the UNION and posted in the Administration Building and in each school, within five work days.

9:5 Intrabuilding Reassignments

Intrabuilding reassignments, necessitated by concern about a teacher's effectiveness in their existing grade level, to vacant or newly formed positions will supersede voluntary reassignments to such positions.

Reassignments occasioned by administrative desires to have teachers teach on different grade levels, absent a concern about a teacher's effectiveness in their existing grade level and unrelated to a specific student program, shall be done on a voluntary basis.

In making intrabuilding reassignments, except as specifically indicated above, teachers within the designated area within the school who volunteer will be chosen first if qualified. No voluntary transfer will occur before a voluntary reassignment. In making an intrabuilding reassignment a teacher's level of performance and professional growth within and outside the district, applicable experience, the needs of the school, and seniority will be considered.

9:6 Voluntary Transfers

In making voluntary transfers to permanent vacancies within a designated area as set forth in Appendix H, only teachers who are currently teaching in that designated area shall be eligible. Title I teachers shall be eligible for only Title I positions within the designated area in which they are currently teaching. Both the qualifications of teachers to fulfill the position and the seniority of teachers shall be considered in reaching a decision. The teacher with the greatest seniority shall be transferred first, unless a less senior teacher is significantly more qualified. In making the determination, the District shall consider the qualifications of

the teachers in order of seniority beginning with the most senior teacher. The first less senior teacher who is determined to be significantly more qualified than the most senior teacher shall be the teacher transferred. If more than one teacher is to be transferred in a designated area, the District shall first compare in descending order of seniority, the most senior teacher with the less senior teachers. Once a determination is made with respect to that teacher, the next most senior teacher shall be compared to the remaining more junior teachers. This process shall continue until all teachers who are to be transferred are determined. Qualifications shall be determined by experience and training related to the vacancy and by level of performance in the applicant's current position.

If three or more eligible bargaining unit members apply for a transfer to a particular position which is permanently vacant, the District shall select one of the applicants according to the aforementioned criteria.

If two eligible bargaining unit members apply for a transfer to a particular position which is permanently vacant, the District shall select from among any applicants for the position in accordance with the aforementioned criteria.

If only one eligible bargaining unit member applies, the District shall consider the applicant for the transfer but shall not be obligated to grant the transfer.

9:7 Involuntary Transfers

A. When involuntary transfers are necessary because of a reduction in positions in a particular designated area in a particular school the least senior teacher in the school experiencing the reduction shall have the option of voluntarily transferring into the vacancy, after other voluntary transfer rights have been implemented, or forcing an involuntary transfer of the least senior teacher in the designated area, provided the teacher to be transferred is qualified for the vacant position. If, however, the least senior teacher in the designated area is already in the school experiencing the vacancy, the least senior teacher in the school experiencing the reduction shall be transferred into the vacancy and shall not be able to displace any other teacher in the District. Qualifications shall be determined by training and experience related to the vacant position.

This Article 9:7A shall only apply when there is a single involuntary transfer in a designated area.

B. In making involuntary transfers occasioned by a reduction of more than one position in a designated area in a school, the least senior teacher from the designated area in the school experiencing the reduction shall be transferred, except that the next senior teacher and teachers in order of seniority thereafter may be transferred before the junior teacher, if the senior teacher's level of performance in the teacher's current position is significantly inferior to the junior teacher in which case the senior teacher shall be transferred first, provided the teacher is qualified to perform in the vacant position. Qualifications shall be determined by experience and training related to the vacant position.

C. In all other involuntary transfers, level of performance, needs of the District including if a school has been deemed nonperforming under the No Child Left Behind legislation, seniority, experience and training related to the position to which the teacher will be transferred will be the only criteria used in making the decision.

9:8 Filling of Permanent Vacancies

A permanent vacancy occurring from the beginning of the second semester of a school year until April 30 shall be filled by the BOARD with a Continuing Substitute if a qualified Continuing Substitute is available, and, if not, by a per diem or interim substitute. A permanent vacancy occurring from May 1 to the conclusion of the school year shall be filled with a per diem or interim substitute. Except as provided in Article 9:2B a permanent vacancy occurring from the conclusion of the school year to the beginning of the second semester of the next ensuing school year shall be filled in any manner the BOARD deems appropriate.

9:9 Change Of Employment Status

A. Teachers (Other than School Nurses)

1. Any person who for a period in excess of 90 school days fills a particular position which is permanently vacant for at least that period, shall then be employed under partial year or annual contract, or as a Continuing Substitute teacher.

2. Any person who for a period in excess of 180 school days fills a particular position which is permanently vacant for at least that period, shall then be employed under partial year or annual contract.

3. Any person who for a period in excess of 90 school days fills a particular position which is temporarily vacant for at least that period by reason of an extended leave, shall then be employed as a Continuing Substitute teacher.

B. School Nurses

1. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 90 school days fills a regular school nurse position which is permanently vacant for at least that period, shall then be employed as a regular school nurse or as a continuing substitute school nurse.

2. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 180 school days fills a regular school nurse position which is permanently vacant for at least that period, shall then be employed as a regular school nurse.

3. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 90 school days fills a regular position which is temporarily vacant for at least that period by reason of an approved extended leave, shall then be employed as a continuing substitute school nurse.

4. Any registered nurse licensed by the state of New Hampshire who for a period in excess of 200 continuous school days fills a temporary school nurse position, shall then be employed as a regular school nurse.

9:10 Closing Of School Building

If the BOARD closes a school building, and consolidates the services provided in that building with other facilities, the BOARD and the UNION will discuss the implementation of these transfer procedures prior to the implementation of any transfers.

9:11 Order Of Implementation

The provisions of Article 7:8 (Reduction in Staff) shall be implemented prior to the implementation of this Article IX. The provisions of Section 7:9 (Recall) shall be implemented subsequent to the implementation of this Article IX.

9:12 Program Opportunities

A. No teacher shall be required to work in programs which extend beyond the normal school day. However, teachers may volunteer to do so. When a vacancy in such work occurs, teachers currently employed in the District shall be given the opportunity to work in programs operating beyond the regular school day or year. The Superintendent shall post the title, qualifications, duties, requirements, and the salary. The Superintendent shall appoint the applicant most qualified for such work. If all qualifications of the applicants are equal then seniority in the District shall govern.

B. Factors relevant to qualifications shall include formal education and actual relevant experience.

C. The BOARD may deviate from this policy only for good cause which shall not be arbitrary, capricious or without rational basis in fact.

9:13 Probation For Nurses

The probationary period for nurses shall be thirty (30) workdays of active employment as a school nurse. The District may extend the probationary period up to the amount of authorized paid leave or sick leave taken by a probationary employee.

The District may terminate a school nurse at any time during the nurse's probationary period.

Probationary school nurses are not entitled to paid sick or personal days.

ARTICLE X

Educational Council/Supplemental Budget

A. A joint Educational Council shall continue to operate during the term of this Agreement. It shall consist of three (3) representatives of the BOARD, one of which shall be the Superintendent or his designee, and three (3) Nashua teachers appointed by the UNION. The Council shall meet at least four (4) times a year and advise the BOARD on matters of mutual concern and other related matters regarding the effective operation of the District.
Principals may be invited as observers whenever the items proposed for discussion are directly related to areas over which they exercise primary authority.

B. The Educational Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.

C. The Council shall meet by prepared agenda.

D. The Council shall be empowered by majority vote to form sub-committees to study and render reports to the Council.

E. The function of the Educational Council is to recommend for BOARD consideration the establishment of policies and practices pertinent to the District. The Council in preparing their recommendation for BOARD consideration shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertinent to its recommendations.

F. All reports and recommendations outlined above in Section D and E shall be in writing.

G. The BOARD in order to establish this Council and to enable it to function adequately agrees to budget $1,000 annually to provide for expenditures related to the work of the Council.

H. A supplementary budget of $10,000 in each school year shall be established to provide for needs not previously anticipated and to allow teachers to capitalize on new and innovative materials which become available during the course of the school year. The Council may make recommendations to the BOARD concerning the disbursement of said funds.

ARTICLE XI

Union Representatives

Official List and Nashua Teachers Union Representatives

The UNION shall furnish the BOARD with a list of its officers and authorized building representatives, and shall as soon as possible notify the BOARD in writing of any changes. No Union Representative shall be recognized by the BOARD except those designated in writing by the UNION.

ARTICLE XII

Union Privileges and Responsibilities

12:1 Fair Practices

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

12:2 Recognition of Local Organization Representative

The Principal shall recognize the UNION building representative as the official representative of the bargaining unit in the schools.

12:3 Distribution of Material - Mail Boxes

Officers or officials of the recognized teacher bargaining agent, and of no other teacher organization which purports to represent teachers for collective bargaining purposes, shall have the right to reasonable use of the school mail boxes for distribution of organizational material provided such materials are in good taste and provided that such materials shall not include campaign organization material related to local, state or national political matters.

12:4 School Meetings

The authorized representative of the UNION shall have the right to schedule UNION meetings in the building before or after regular class hours, and during lunch time of the employees involved. Such meeting shall not in any manner disrupt the normal operation of the school and shall be subject to prior approval of the building principal.

12:5 No Local Organization Activity on School Time

Except as provided herein, the UNION agrees that no teacher will engage in UNION activity during the time the teacher is assigned to teaching or other duties.

12:6 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 teacher for expression of the teacher's views. In the area of this Agreement, and for the term hereof, no changes or modifications shall be made except through negotiations with the UNION. Nothing contained herein shall be construed to permit an organization other than the UNION to appear in an official capacity in the processing of a grievance. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with the person's immediate superior or processing a grievance on the person's own behalf in accordance with the Grievance Procedure heretofore set forth in ARTICLE III.

12:7 Information

1. The BOARD shall make available to the UNION upon its request any and all available information in the public domain, such as statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

2. If the public agenda of a BOARD meeting has been prepared 24 hours in advance of such BOARD meeting, it shall be made available to the President of the UNION.

3. A copy of the minutes of all BOARD meetings shall be made available to the President of the Union.

12:8 Faculty Bulletin Board Use

The UNION shall be permitted to post UNION related notices and other materials on the faculty bulletin board provided that such notices and/or materials shall not include campaign organization materials related to local, state, or national political matters.

12:9 Leave for Union Business

A. The President of the UNION, or designee, shall be granted five (5) days of paid leave for the purpose of UNION business.

B. The President of the Union, upon request, shall be granted either a reduced teaching schedule of 50% that of a full-time teacher or a leave of absence.

A request for such reduced schedule or leave of absence must be made no later than June 30 of the school year prior to the school year for which the request is effective.

Arrangements for the reduced teaching schedule are to be made between the Union and the Superintendent.

C. In the case of the reduced teaching schedule, salary and benefits paid by the District shall be consistent with those afforded similarly situated teachers with the same teaching schedule, except as otherwise provided in this article 12:9.

For the first two consecutive years of a reduced teaching schedule, the President, for the purpose of seniority, will receive full-year credit annually. After the first two consecutive years, the President will receive ½ year credit annually.

For the purpose of placement on the salary schedule, a President on a reduced teaching schedule will receive full credit for the time so spent.

Arrangements governing the salary and benefits of the Union President are detailed in Appendix I attached to this Agreement.

D. In the case of a leave of absence, the District shall not be liable for any salary or benefit costs. Insurances may be extended at the President's expense to the extent mandated by State and Federal law. The President, at the President's expense, may maintain enrollment in the City of Nashua's group health insurance for the first two years of a leave of absence.

For the first two consecutive years of a leave of absence, the President shall retain all rights to the teaching position the President formerly held. The provisions of articles 7:8 Reduction in Force and 9:7 Involuntary Transfers shall apply to the extent they may impact on said rights. Upon a request to return from a leave of absence which extends beyond two consecutive years, the President shall be assigned the next available position for which the President is certified and qualified.

The President shall continue to accrue seniority for the first two consecutive years of a leave of absence pursuant to the provisions of this article.

The President on a leave of absence will receive full credit for the time so spent for the purpose of placement on the salary schedule.

The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of the President while on leave unless a contribution is mandated by the System or by other provisions of State law.

E. Should a President be impacted by the provisions of article 7:8 or 9:7, the President shall be considered in the pool to which the President would have been assigned had the President not been on a reduced schedule or leave of absence.

12:10 Dues Deductions

A. Voluntary dues deductions shall be deducted from the salary of each teacher who files an authorization in the form set forth in Appendix F of this Agreement. Deductions will commence no later than the second salary payment date following the date the authorization form is filed with the District.

B. The District will also recognize authorizations for voluntary dues deduction provided prior to the execution of this Agreement. A member will be able to revoke his or her authorization only between September 1 and September 15 of any school year.

C. The UNION shall select a single payroll dues deduction arrangement for each contract year to cover all UNION members, and shall inform the District Payroll Office of the arrangement at least three calendar weeks prior to the implementation date.

D. The right to dues deduction shall be extended to the recognized bargaining agent only.

E. A teacher who elects not to pay Union dues shall pay an agency fee for services rendered by the UNION in an amount equal to eighty percent (80.0%) of the regular member dues (including state and national dues). Said fee shall be due within forty-five (45) calendar days of the date of employment or the commencement of the school year, whichever is later. Agency fee deductions shall be deducted from the salary of each teacher who files an authorization in form set forth in Appendix F-1 of this Agreement. Deductions will commence no later than the second salary payment date following the date the authorization form is filed with the District. The UNION will hold the District harmless from any liability arising out of the collection of the agency fee. This agency fee provision shall not require the termination of any employee of the Nashua School District.

12:11 Released Time

Up to seven (7) members of the bargaining unit who serve as members of the negotiating team will be granted released time as needed without loss of pay or loss of personal days for the purpose of contract negotiations, mediation and fact finding.

ARTICLE XIII

Rules, Regulations and Management Rights

13:1 Adherence To Rules, Regulations, Policies and Provisions

It is understood that for the duration of this Agreement teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with BOARD policies and administrative rules, regulations and the provisions of this Agreement.

13:2 Rules, Regulations and Policies

A. There shall be a complete copy of the Rules, Regulations and Policies of the BOARD, made available for access to each school building with new items added as they are promulgated by the BOARD.

B. It is agreed that all Building Representatives have a complete copy of the Rules, Regulations and Policies of the BOARD, and the Administration will provide them with all new items as they are added.

13:3 Management Rights

The UNION recognizes the following responsibilities, rights, authority, and duties of the BOARD, except as they are modified by provision of this Agreement.

The BOARD hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, and of the Charter of the City of Nashua;

A. to the executive management and administrative control of the District and its properties and facilities;

B. to hire, promote, transfer, assign, retain, evaluate, renew or non-renew, and to lay off employees. No employee who has taught in the Nashua School District for more than three consecutive years shall be disciplined, including discharge, without just cause. For school nurses, the period shall be 30 workdays. Approved leaves during these periods shall not count as service, but shall not be considered an interruption of the consecutive years/workdays requirement. Teachers, other than school nurses, who have received continuing contract status in other New Hampshire schools shall be able to count such service for this provision to a maximum credit of one year. Claims of discipline by teachers with three years or less experience, or school nurses with 30 work days or less experience arising out of the exercise of rights or benefits under this Agreement shall be subject to the grievance and arbitration provisions herein. In the event of any such claim, the initial burden of going forward with proof shall rest with the grievant.

C. to establish grades and courses of instruction including special programs, and to provide for athletic, recreational social events for the students, all as deemed necessary or advisable by the BOARD;

D. to decide upon the basic means and methods of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

ARTICLE XIV

Resolution Of Differences by Peaceful Means

The UNION and the BOARD agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The UNION 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 normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

ARTICLE XV

Miscellaneous Provisions

15:1 Expenses of Printing and Distributing Agreement

The BOARD agrees to pay for the cost of printing this Agreement in booklet form. The UNION agrees to distribute a copy of this Agreement to each teacher presently employed by the BOARD and to each new teacher employed by the BOARD. The BOARD shall provide 950 copies of this Agreement to the UNION for distribution to each teacher.

15:2 Meetings

Meetings shall be held as deemed necessary by either party during the school year with the Superintendent and UNION President to discuss matters of concern to both parties. These meetings shall be held at a mutually agreeable time and place. The UNION President and the Superintendent shall determine the representative who will attend the meeting for their respective parties. Whenever possible, the parties should exchange notice of the subject matters they wish to discuss.

15:3 Amendment Of Agreement

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

ARTICLE XVI

Conformity to Law and Saving Clause

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 XVII

Duration of Agreement

17:1 The provisions of this Agreement unless otherwise specified shall become effective with the date of final execution of this agreement and shall continue and remain in full force and effect to and including August 31, 2016 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. The BOARD and the UNION agree to begin negotiations of a successor agreement concerning wages, hours and other terms and conditions of employment no later than November 30, 2015.

17:2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
Robert Hallowell, President	Robert Sherman, President
Steven Haas, Clerk	Judith Loftus, Secretary

APPENDIX A-1

TEACHERS AND NURSES SALARY SCHEDULE

Effective September 1, 2013 for the 2013-2014 School Year.
(No Step Advancement.)

New Hires Years of Experience	Old Step	New Step	BA	BA+30	M	M+30	DR	NURSES
0	---	0	39,284	41,078	42,918	44,758	46,598	37,320
1,2,3	1	1	40,424	42,218	44,058	45,898	47,738	38,403
4	2	2	42,183	43,975	45,815	47,655	49,494	40,074
5,6	3	3	43,770	45,560	47,400	49,240	51,080	41,582
7	4	4	45,382	47,171	49,011	50,850	52,690	43,113
8	5	5	47,065	48,852	50,691	52,531	54,371	44,712
	---	6	49,170	51,010	52,897	54,784	56,671	46,712
9	6	7	51,275	53,168	55,102	57,036	58,970	48,711
	---	8	53,380	55,327	57,308	59,289	61,270	50,711
10	7	9	55,484	57,485	59,513	61,541	63,569	52,710
	---	10	57,589	59,643	61,718	63,794	65,869	54,710
11,12,13	8	11	59,694	61,801	63,923	66,046	68,168	56,709
	---	12	62,371	64,549	66,735	68,922	71,108	59,252
14+	9	13	65,048	67,297	69,546	71,797	74,047	61,796

Column 1 refers to credited years of experience for the purpose of initial placement on the salary scale.
Teachers hired for the 2013-2014 school year with less than one year of experience will remain on Step 0.

APPENDIX A-2

TEACHERS AND NURSES SALARY SCHEDULE

Effective October 1, 2014 for the 2014-2015 School Year.
(Step Advancement With Exception: Members of this defined unit who have ninety (90) days service under Article 4:2 (B) will advance a step on this salary schedule)

New Hires Years of Experience	Old Step	New Step	BA	BA+30	M	M+30	DR	NURSES
0	---	0	39,284	41,078	42,918	44,758	46,598	37,320
1	1	1	40,424	42,218	44,058	45,898	47,738	38,403
2,3,4,5	2	2	42,183	43,975	45,815	47,655	49,494	40,074
6	3	3	43,770	45,560	47,400	49,240	51,080	41,582
7,8	4	4	45,382	47,171	49,011	50,850	52,690	43,113
9	5	5	47,065	48,852	50,691	52,531	54,371	44,712
10	---	6	49,170	51,010	52,897	54,784	56,671	46,712
	6	7	51,275	53,168	55,102	57,036	58,970	48,711
11	---	8	53,380	55,327	57,308	59,289	61,270	50,711
	7	9	55,484	57,485	59,513	61,541	63,569	52,710
12	---	10	57,589	59,643	61,718	63,794	65,869	54,710
	8	11	59,694	61,801	63,923	66,046	68,168	56,709
13,14,15	---	12	62,371	64,549	66,735	68,922	71,108	59,252
	9	13	65,048	67,297	69,546	71,797	74,047	61,796
16+	---	14	66,349	68,643	70,937	73,233	75,528	63,032

Column 1 refers to credited years of experience for the purpose of initial placement on the salary scale.

APPENDIX A-3

TEACHERS AND NURSES SALARY SCHEDULE

Effective October 1, 2015 for the 2015-2016 School Year.
(Step Advancement With Exception: Members of this defined unit who have ninety (90) days service under Article 4:2 (B) will advance a step on this salary schedule)

New Hires Years of Experience	Old Step	New Step	BA	BA+30	M	M+30	DR	NURSES
0	---	0	39,284	41,078	42,918	44,758	46,598	38,498
1	1	1	40,424	42,218	44,058	45,898	47,738	39,616
2	2	2	42,183	43,975	45,815	47,655	49,494	41,339
3,4,5,6	3	3	43,770	45,560	47,400	49,240	51,080	42,895
7	4	4	45,382	47,171	49,011	50,850	52,690	44,474
8,9	5	5	47,065	48,852	50,691	52,531	54,371	46,124
10	---	6	49,170	51,010	52,897	54,784	56,671	48,187
11	6	7	51,275	53,168	55,102	57,036	58,970	50,250
	---	8	53,380	55,327	57,308	59,289	61,270	52,312
12	7	9	55,484	57,485	59,513	61,541	63,569	54,374
	---	10	57,589	59,643	61,718	63,794	65,869	56,437
13	8	11	59,694	61,801	63,923	66,046	68,168	58,500
	---	12	62,371	64,549	66,735	68,922	71,108	61,124
14,15,16	9	13	65,048	67,297	69,546	71,797	74,047	63,747
	---	14	66,349	68,643	70,937	73,233	75,528	65,022
17+	---	15	67,676	70,016	72,356	74,698	77,038	66,322

Column 1 refers to credited years of experience for the purpose of initial placement on the salary scale.

APPENDIX B

DIFFERENTIAL FOR SPECIAL EDUCATION TEACHERS

Special education teachers currently receiving a $250 differential will continue to receive the differential provided they remain in the designated area "Special Education". Teachers hired after the date of the signing of this Agreement and teachers previously receiving the differential who change their designated area will not receive such differential.

APPENDIX C

DIFFERENTIAL FOR HEAD TEACHERS AND DEPARTMENT CHAIRPERSONS

Head Teachers and Department Chairpersons shall receive, in addition to their basic salary, a differential based on the number of teachers within their department in accordance with the following scale:

Number of Teachers	
1-8	$1500
9 or more	$1800

APPENDIX D

CO-CURRICULAR ADVISORS

High School Yearbook		$1,497
High School Yearbook, Assistant		702
High School Student Council		1,145
Senior Class Advisor (North)		1,697
Senior Class, Asst. Advisor (North)		749
Junior Class Advisor (North)		749
Sophomore Class Advisor (North)		749
Freshman Class Advisor (North)		749
Class Advisor/Asst. Senior Class Advisor (South)		939
High School Debate Coach		1,597
High School Speech Coach		899
High School Band Director		2,575
High School Chorale Director		1,697
High School Play Director		1,497
High School Drama Coach		1,347
High School Newspaper		1,497
High School Newspaper, Assistant		899
Granite State Challenge		325
MS Band Director	each	500
MS Chorale Director	each	500
MS School Play Director	each	702
MS Literary Magazine Advisor	each	702
MS Debate and Speech Coach	each	702
MS Student Council/Advisor	each	702
Elm Street MS Audio Visual Coordinator		1,497
FMS/PMS Audio Visual Coordinators		749
FIRST Advisor		1,699
FIRST Assistant Advisor		899
Tattler Advisor		1,145.
Tattler Assistant Advisor		899
National Honor Society		1,497

The Union agrees that the Board has, in its sole discretion, the right to continue or discontinue any of the above positions in whole or in part. It also reserves the right to approve new positions as it deems necessary.

Co-curricular advisors who are receiving experience differentials for working in the 2007-2008 and/or 2008-2009 school years will retain those differentials during the term of this contract.

APPENDIX E

COACHES

	BASE SALARY
FALL SPORTS	
Athletic Equip. Mgr.	$3,911
Athletic Trainer	3,911
MS Intramurals – Each	3,000
CROSS COUNTRY:	
Boys' Coach	2,027
Girls' Coach	2,027
MS Boys' Coach	1,067
MS Girls' Coach	1,067
FOOTBALL:	
Varsity	4,731
Asst. Varsity	2,929
Asst. Varsity	2,929
Jr. Varsity	2,537
Jr. Varsity Asst.	1,915
Freshman Coach	2,086
Freshman Asst. Coach	1,408
MS Head Coach	2,086
MS Asst. Coach	1,408
GOLF:	1,689
HOCKEY, FIELD:	
Varsity	1,689
Asst. Varsity	1,240
SOCCER-BOYS:	
Varsity	2,199
Asst. Varsity	1,352
SOCCER-GIRLS:	
Varsity	2,199
Asst. Varsity	1,352
SOCCER – MS	
Boys' Coach	1,067
Girls' Coach	1,067
SWIMMING-GIRLS:	
Varsity	2,085
Asst. Varsity	1,352
VOLLEYBALL:	
Varsity	2,027
Jr. Varsity	1,409
MS Girls' Coach	1,067

WINTER SPORTS

BASKETBALL:	
Varsity - Boys	$3,830
Jr. Varsity - Boys	2,199
Varsity - Girls	3,830
Jr. Varsity - Girls	2,199
Freshman – Boys	1,697
Freshman – Girls	1,697
MS Boys' Coach	1,697
MS Girls' Coach	1,697
GYMNASTICS:	
Boys	1,689
Girls	1,689
HOCKEY - ICE:	
Varsity	3,099
Asst. Varsity	1,858
SKIING - BOYS' AND GIRLS':	
Varsity	2,199
Asst. Varsity	1,579
SWIMMING - BOYS':	
Varsity	2,085
Asst. Varsity	1,352
TRACK, WINTER:	
Boys' Varsity	1,858
Boys' Asst. Varsity	1,352
Girls' Varsity	1,858
Girls' Asst. Varsity	1,352
WRESTLING:	
Varsity	2,873
Jr. Varsity	1,409

SPRING SPORTS

BASEBALL:		
Varsity		$2,422
Jr. Varsity		1,858
Freshman		1,602
MS Coach		1,602
LACROSSE:		
Boys Varsity		2,199
Girls Varsity		2,199
SOFTBALL:		
Varsity		2,422
Jr. Varsity		1,858
Freshman		1,602
MS Coach		1,602
TENNIS:		
Boys		1,973
Girls		1,973
TRACK, SPRING:		
Boys' Varsity		2,367
Boys' Asst. Varsity		1,352
Girls' Varsity		2,367
Girls' Asst. Varsity		1,352
MS Boys' Coach		1,352
MS Girls' Coach		1,352
CHEERLEADERS		
High School - Varsity		$1,299
High School - Jr. Varsity		788
High School - Hockey		788
MS Cheerleader	each	788

Experience differential: Additional 2% for each year of coaching experience to a maximum of 15 years' experience.

The Union agrees that the Board has, in its sole discretion, the right to continue or discontinue any of the above positions in whole or in part. The Board agrees that vacancies in coaching positions shall be posted. If there are no qualified candidates within the Bargaining Unit, the Board may hire any other candidate provided, however, that the above salaries shall apply.

APPENDIX F

PAYROLL DEDUCTION AUTHORIZATION

Last Name_____ First _____ M.I._____

Effective Date_____ Social Security Number_____

Address _____

School_____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Nashua Teachers' Union, Local 1044, AFT, NHFT, AFL-CIO, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th, or at such time as a qualifying event including but not limited to an effective date of retirement or resignation.

Member Signature:_____ Date:_____

STATUS: Part-Time_____ Continuing Sub_____

Title I_____ Regular (contract)_____

Federally Funded_____ School Nurse_____

School Psychologist_____

Return this form to:

Nashua Teachers' Union
7C Taggart Dr.
Nashua, NH 03060

Dues, contributions or gifts to the Nashua Teachers' Union are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Nashua Teachers' Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

APPENDIX F-1

AGENCY FEE AUTHORIZATION

TO NASHUA BOARD OF EDUJCATION:

Effective _____, I hereby request and authourize you to deduct an agency fee from my earnings with the next paycheck and continuing in equal installments in an amount certified bv the UNION as set by the membership in accordance with the provisions of the Constitution of the Nashua Teachers' Union. This amount shall be paid to the Financial Secretary-Treasure of the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO.

_____ _____

EMPLOYEE'S NAME (PLEASE PRINT) SOCIAL SECURITY NUMBER

_____

ADDRESS (Street, City, State and Zip)

_____ _____

HOME PHONE SCHOOL

_____ _____

EMPLOYEE'S SIGNATURE DEPARTMENT/POSITION

Please return this form to: Nashua Teachers' Union, 7C Taggart Drive, Nashua, NH 03060

APPENDIX G

INSURANCE DEDUCTION AUTHORIZATION

Last Name_____ First _____ M.I._____

Effective Date_____ Social Security Number_____

Address _____

School_____

Amount to be deducted each pay-period: $ _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Nashua Teachers' Union, Local 1044, AFT, NHFT, AFL-CIO, to deduct from my salary and transmit to said organization, monies for insurance premiums. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefore. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing or modified through the issuance of another authorization between September 1st and September 15th of any given year or at such time as a qualifying event including but not limited to an effective date of retirement, termination or resignation..

Member Signature:_____ Date:_____

STATUS: Part-Time_____ Continuing Sub_____

Title I_____ Regular (contract)_____

Federally Funded_____ School Nurse_____

School Psychologist_____

Return this form to:

Nashua Teachers' Union
7C Taggart Dr.
Nashua, NH 03060

APPENDIX H

DESIGNATED AREAS

Architecture and Construction
Arts, Audio-Visual Technology and Communications
Blind and Vision Disabilities
Childhood Development and Education
Comprehensive Business Education
Comprehensive Family and Consumer Science
Comprehensive Marketing Education
Comprehensive Technology Education
Culinary
Deaf and Hearing Disabilities
Early Childhood - Nursery to Grade 3
Early Childhood Special Ed Nursery to Grade 3
Education Technology Integrator
Elementary Education Kindergarten -Grade 6 with elementary education HQT status
Engineering
English /Literacy (including middle school certification)
ESL; English for Speakers of Other Languages
Foreign Language by certification (subject to being HQT and having taught one year in the last five years)
Guidance/School Counselor
Health Education
Health Science
Hospitality and Tourism
Human Services
Library Media Specialist
Manufacturing
Mathematics (including middle school certification)
Music Education
Physical Education
Reading and Writing Specialist
School Nurse
School Psychologist
School Social Worker
Science by certification in specific subjects (including middle school science as a subject area)
Science, Technology, Engineering and Mathematics
Social Studies (including middle school certification)
Special Education (including categorical areas requiring general or early childhood special education)
Speech Language Pathologist or Speech Specialist
Visual Art Education

APPENDIX I

MOU/NEGOTIATION LANGUAGE

The Nashua Board of Education and the Nashua Teachers' Union, AFT Local 1044, hereby agree to the following:

1. The Nashua Board of Education shall grant a leave of absence with pay for a member of the bargaining unit elected to serve as the President of the Nashua Teachers' Union for the duration of the President's term(s) of office.

2. The leave shall commence with the effective date of the term of office for the President provided the NTU gives written notice of at least thirty (30) days prior to the commencement of each term of office.

3. During such leave of absence with pay, the President shall continue to receive and retain all of his/her wages, including step and track movement, if eligible, rights, benefits including but not limited to medical and dental insurance, NH Retirement System, and seniority as a member of the NTU bargaining unit except that all sick leave accumulation shall be frozen for the duration of the leave of absence. Upon returning from leave of absence, the President shall resume earning sick leave in accordance with the collective bargaining agreement. The Nashua Teachers' Union shall be solely responsible for any additional compensation and benefits provided by the Union in addition to those provided by the Nashua School District under the collective bargaining agreement.

4. The Nashua Teachers' Union agrees to reimburse the Nashua School District for the full cost of the wages and benefits for the President, and to indemnify the District against any and all liabilities associated with the leave of absence, including but not limited to workers' compensation. The method and manner of reimbursement shall be agreed between the parties to meet the administrative needs of the District.

5. The parties agree that this Memorandum of Understanding may be the subject of negotiations for a successor agreement but shall continue in full force and effect in subsequent collective bargaining agreements unless modified in writing by the parties.

DATE: _____

NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
_____ Robert Hallowell, President	_____ Robert Sherman, President
_____ Steven Haas, Clerk	_____ Judith Loftus, Secretary

APPENDIX J

DELTA DENTAL PREMIER NETWORK

Group #127 Sublocations #4633 (Teachers) and #5182 (Retirees)

Coverage A Diagnostic/Preventive	Coverage B Basic Restorative	Coverage C Major Restorative	Coverage D Orthodontics
Deductible: $0 There is no deductible on your program			
Covered at 100%*	Covered at 85%*	Covered at 70%*	Covered at 50%*
Diagnostic: Evaluations – two in a 12-month period X-rays (complete series or panoramic film) once in a 3-year period; bitewing x-rays once in a 12-month period; x-rays of individual teeth as needed Oral cancer screening – once in a 12-month period Preventive: Cleanings – four in a 12-month period (routine and/or periodontal, in any combination) Fluoride twice in a 12-month period to age 19 Space maintainers to age 16 Sealant application to permanent molars, once in a 3-year period per tooth, for children to age 19	Basic Restorative: Amalgam (silver) fillings Composite (white) fillings (anterior teeth only) Oral Surgery: Surgical and routine extractions Endodontics: Root canal therapy Periodontics: Periodontal maintenance (cleaning) Four cleanings are covered in a 12-month period; this can be routine and/or periodontal, in any combination. Treatment of gum disease Clinical crown lengthening – once per lifetime per site Denture Repair: Repair of a removable denture to its original condition Emergency Palliative Treatment	Major Restorative: Removable and fixed partial dentures (bridge); complete dentures Rebase and reline (dentures) Crowns Onlays Implants	Orthodontics: Correction of crooked teeth for dependent children to age 19
Contract Year Maximum: $2,000 per person (Coverage A, B, and C combined) beginning each September 1st** Age Maximum: Coverage for children up to age 26, except as noted above.			Orthodontic Lifetime Maximum: $2,000 per person

*Benefit percentages shown are based upon the actual charge submitted to a maximum of the approved fees, or Delta Dental's allowance for non-participating dentists.
**Open enrollment effective date: October 1st.

SIDEBAR AGREEMENT

RATIFICATION / APPROVAL PROCESS AND APPLICATION OF BENEFITS

The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Board of Education's ratification of their Agreement is subject to Aldermanic approval of the cost thereof and Aldermanic appropriation of sufficient funds in addition to those contained in the City of Nashua FY 2014 approved budget for the school department payroll accounts for employees covered under the said Agreement, school department escrow, and City salary contingency account allocated for employees covered under said Agreement, and the transfer of all of said funds to the Board of Education thereby permitting it to fund the referenced Agreement. Failing such appropriation and transfer, the Agreement shall be null and void and the parties shall continue to negotiate a successor agreement as provided by law.

Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
Robert Hallowell, President	Robert Sherman, President
Steven Haas, Clerk	Judith Loftus, Secretary

SIDEBAR AGREEMENT

CONTINUATION OF LABOR/MANAGEMENT COMMITTEE

The Nashua Board of Education and the Nashua Teachers' Union mutually agree to continue the Labor/Management Committee to study the various insurance benefits offered by the City including but not limited to health, life and dental coverage. Committee members shall be appointed by the respective parties.

Representatives from other Unions and the City may be invited to participate on a voluntary basis.

Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
Robert Hallowell, President	Robert Sherman, President
Steven Haas, Clerk	Judith Loftus, Secretary

SIDEBAR AGREEMENT

LABOR-MANAGEMENT COMMITTEE: USE OF MEETING TIME

The Nashua Teachers' Union and the Nashua Board of Education mutually agree to establish a Joint Labor-Management Committee to consult in good faith and meet at least quarterly to assess the productivity and the effectiveness of the meetings conducted pursuant to Section 8:2 D. This Committee shall also be utilized to discuss other contractual issues as may be mutually agreed upon.

Date	Date
NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
Robert Hallowell, President	Robert Sherman, President
Steven Haas, Clerk	Judith Loftus, Secretary

SIDEBAR AGREEMENT

SIXTH GRADE CONSIDERED SECONDARY

The Nashua Board of Education (BOE) and the Nashua Teacher's Union (NTU) mutually agree that present language in the Master Agreement be modified to reflect changes in the configuration of the Nashua School System.

The Nashua Board of Education and the Nashua Teacher's Union agree that in every instance in the Master Agreement in which the term "Junior High" is stated it is understood that the term "Middle School" replaces it. It is further understood and agreed that where the term "Middle School" applies it will include and be limited to include teachers of grades 6, 7, and 8. It is understood and agreed that where the term "Elementary school" applies it will include and be limited to teachers in grades K through 5 or R through 5. It is understood and agreed that where the term "Senior High" applies it will include and be limited to the teachers of grade 9 through 12. It is also understood and agreed that grades 6 through 12 shall be considered as "Secondary Grades."

It is understood and agreed that these changes will be incorporated into the successor agreement between the Nashua Board of Education and Unit "A" of the Nashua Teachers Union. However, nothing shall prevent the BOE or the NTU from negotiating changes to this language in the normal course of collective bargaining for the successor to the 2003-2006 Master Agreement.

The NTU agrees that the Memorandum of Understanding is a full settlement of the issues presented in the grievance and the NTU will not be seeking monetary compensation for the extension of the work day.

DATE: _____

NASHUA BOARD OF EDUCATION	NASHUA TEACHERS' UNION LOCAL 1044 AFL-CIO
_____	_____
Robert Hallowell, President	Robert Sherman, President
_____	_____
Steven Haas, Clerk	Judith Loftus, Secretary