RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF EDUCATION AND THE NASHUA ASSOCIATION OF SCHOOL PRINCIPALS THROUGH JUNE 30, 2005

CITY OF NASHUA

In the Year Two Thousand and Five

RESOLVED *by the Board of Aldermen of the City of Nashua* that the cost items of the attached collective bargaining agreement between the Nashua Board of Education and the Nashua Association of School Principals are approved. The collective bargaining agreement covers the period from July 1, 2004 through June 30, 2005.

LEGISLATIVE YEAR 2005

RESOLUTION: R-2005- 237

PURPOSE: **Approving the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua Association of School Principals through June 30, 2005**

SPONSOR(S): **Mayor Bernard A. Streeter**
Alderman-at-Large Steven A. Bolton

COMMITTEE ASSIGNMENT:

FISCAL NOTE: The cost analysis has been prepared by the Financial Services Division and is attached.

ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua Association of School Principals. The agreement has a term of one (1) year, expiring at the end of June, 2005. The board of aldermen must vote whether or not to approve the cost items of this contract within thirty days of receipt. RSA 273-A:3 II (c).

The Financial Services Division has prepared a cost analysis of this Agreement, which is attached.

Approved as to form: **Office of Corporation Counsel**

By: _____

Date: _____

NASHUA ASSOCIATION OF SCHOOL PRINCIPALS CONTRACT

COSTING ANALYSIS - FY05

	FY04 BASE SALARY	FY05 NEW SALARY
TOTAL YEARLY SALARY	$ 2,703,454	$ 2,784,333
YEARLY BASE SALARY INCREASE		**$ 80,879**
Average % salary increase		2.99%

BUDGETED FY05

Related Pension/FICA/MEDI Costs:	$ 10,959

Nashua School District
Human Resources

Berard Masse School Administration Building

Christine Hagen, Director
(hagenc@nashua.edu)
Gale Tobbe, Supervisor
(tobbeg@nashua.edu)

May 31, 2005

We have reached a new Tentative Agreement (TA) with the Principals. Listed below is an outline of the proposed changes to the contract. Please note this is a one year tentative agreement.

1. The following **general housekeeping items** have been updated:

a. Length of contract – 1 years – July 1, 2004 through June 30, 2005
b. Update of Board Members and Negotiation Team Member Names
c. School Title Changes throughout regarding changing Junior High to Middle School
d. Job Title Change throughout regarding Associate Principal, adding to it Dean of Academic Affairs

2. **10:1 Work Year** New Language

10:1 articles: b and d, language changed regarding returning to work 11 working days prior to the return of all teachers.

3. **Appendix A Salary Schedule:**

a. For 2004-05, Add $2102 to each step and then an additional $175. is added to steps 1 and 2 for those employees who in 2004-05 do not move due to a freeze on step progression. All step movement is frozen.

b. The Associate Principal/Dean of Academic Affairs position has been upgraded to be included in the Middle School pay range.

4. **Estimated Costing Information (Percent Increase over Previous Year)**

Estimation of all cost items in 2004-05 = 2.99%

5. A **one time sidebar** that states something to the effect that if this TA passes then any members of the Union as of May 31, 2005 will be granted retroactive pay.

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA ASSOCIATION OF SCHOOL PRINCIPALS

July 1, [redacted]
through

June 30, [redacted]

NASHUA BOARD OF EDUCATION

[illegible], President
[illegible], Clerk
[illegible]
Michael Clemons
[illegible]
[illegible]
Edwina Kwan
[illegible]
Latha Mangipudi
[illegible]

ADMINISTRATIVE STAFF

Joseph Giuliano, Superintendent
John Nelson, Assistant Superintendent
Richard LaSalle, Assistant Superintendent
Mark Conrad, Business Administrator
Christine Hagen, Director of Human Resources

NASHUA ASSOCIATION OF SCHOOL PRINCIPALS

Deborah Migneault, President

NEGOTIATING TEAM

Philip Schappler
Andrew Desrosiers

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AGREEMENT made by and between the **NASHUA BOARD OF EDUCATION** (here-inafter called the "BOARD") and the **NASHUA ASSOCIATION OF SCHOOL PRINCIPALS** (hereinafter called "THE ASSOCIATION").

ARTICLE I

Recognition

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

SECONDARY SCHOOL PRINCIPALS;

ELEMENTARY SCHOOL PRINCIPALS;

NASHUA HIGH SCHOOL ASSOCIATE PRINCIPAL(S);

ASSISTANT PRINCIPALS - ELEMENTARY AND SECONDARY;

but excluding all other employees.

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

ARTICLE II

Definitions

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

2:2 The Term "Administrator", as used in this agreement, means a Secondary School Principal, Elementary School Principal, Nashua High School Associate Principal or an Assistant Principal, elementary and secondary.

2:3 Whenever the singular is used in this agreement, it is to include the plural where the context clearly so indicates.

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

ARTICLE III

Resolution of Differences and Management Rights

3:1 Resolution of Differences by Peaceful Means

The Association and the Board agree that differences between the parties shall be settled by peaceful means as provided within this agreement. The Association in consideration of the value of this agreement and its terms and conditions will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform designated administrative duties, as well as related educational functions on the part of any employee covered by this agreement.

3:2 Management Rights

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

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

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

2. to hire, promote, transfer, assign and retain employees in positions with the Nashua School District and to suspend, to demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons;

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

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

ARTICLE IV

Conformity to Law and Saving Clause

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

ARTICLE V
Salary and Rates of Pay

5:1 Salary Schedule

A. Effective on the date of signing of this Agreement, all members of the bargaining unit will receive salaries in accordance with Appendix A. Within 30 days of the execution of this Agreement, the retroactive pay due will be paid only to bargaining unit members who are in the active employ of the District as of the date of the approval by the Board of Aldermen. This Agreement includes all retroactive payments and salary changes occurring over the three-year period encompassing track changes, resignations, new hires, new positions and changes of status.

B. Placement on the Salary Schedule

For the purpose of placement on the salary schedule, administrators will be granted full-credit for prior experience in the same position, or for a promotional position, 1/2 year credit for each year of prior experience as an administrator.

Service of at least one hundred five (105) days in active employment as an administrator with the District within a previous fiscal year is required for the administrator to advance a step on the salary schedule.

For the 200[illegible]-200[illegible] School Year there will be no step advancements on the wage schedule, and no Administrator will be placed on a salary step above current employees with the same amount of experience.

C. Anniversary Date

For purposes of salary payment, administrators who qualify under 5:1 B will be entitled to a salary increase on the effective dates as contained in Appendix A.

D. There will be no addition or deletion of steps to the existing salary structure for the life of this agreement.

5:2 Notification of Salary and Accrued Sick Leave

Administrators shall be notified in writing the first month of the current contract year of their salary, if the new fiscal year salary is known, and accumulated sick leave.

5:3 Increments for Advanced Credit

Requests by individual administrators for advanced credit placement shall be granted by the Superintendent upon submission of satisfactory evidence of the completion of all requirements for such credit. Administrators must make requests in writing accompanied by a transcript by September l or February l of each fiscal year in order to obtain advanced credit placement during that year. If an official transcript is unavailable for presentation to the Superintendent by September l or February l, an affidavit from the administrator concerned will be considered as evidence of completion until the transcript is received. Credit shall be given only for completion of courses which are of benefit to the District or which are part of an advanced degree program approved by the Superintendent or designee at an accredited institution of higher learning. If an administrator completes satisfactory requirements for advanced credit placement and submits satisfactory evidence of such completion to the Superintendent by September l, salary adjustments associated with advanced credit placementwill be made effective on September l prorated over the remaining ten months of the fiscal year. Ifsuch evidence is submitted by February l, the salary adjustment will be made effective on February l prorated over the remaining five months of the fiscal year

5:4 Course Tuition Reimbursement

A. An administrator who is enrolled at an accredited college or university in a work related advanced degree program, or a course not leading to an advanced degree, providing that said administrator has received the prior written approval of the appropriate assistant superintendent for enrollment in that advanced degree program or course shall be reimbursed for the first course completed after July 1 of each fiscal year at the rate of 80% of the cost of tuition. Subsequent courses completed in the same fiscal year will be reimbursed at the rate of 60% of the cost of tuition. An administrator shall be reimbursed at the rate of 80% of the cost of tuition to a maximum reimbursement of $1750.00in any fiscal year. Reimbursement will be made only for courses completed with a grade of "C" or better at the undergraduate level, a "B" or better at the graduate level, or a grade of "pass" if a course is offered only on a pass/fail basis.

B. An administrator who is not reelected/renominated to a position with the Nashua School District because of a reduction in force and who enrolls in a program or course for the purpose of retraining provided said administrator has received the prior written approval of the appropriate assistant superintendent for enrollment in said program or course shall be entitled to the course tuition reimbursement benefits contained in 5:4 A.

C. An administrator who is not reelected/renominated to a position with the Nashua School District because of a reduction in force and who enrolls in courses required for the individual'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 administrator must receive the prior written approval of the appropriate assistant superintendent for enrollment in said courses to be eligible for reimbursement.

D. An administrator's entitlement to the benefits contained in articles 5:4 B and 5:4 C shall commence at the conclusion of the school year during which the administrator is notified of the nonreelection/renomination for the ensuing fiscal year and shall remain valid for a period of two years thereafter or until the administrator accepts a full-time position within or outside the District regardless of its nature, whichever occurs first.

5:5 Mileage Allowance

The District agrees that administrators authorized by the appropriate assistant superintendent to use private automobiles on school business shall be reimbursed at the prevailing IRS rate.

5:6 Method and Time of Salary Payment

Salaries of administrators shall be paid in twenty-six (26) bi-weekly installments, starting with the first administrator pay period in July. Paychecks shall be distributed to administrators in individually sealed envelopes.

Administrators may receive accrued vacation pay prior to the commencement of their vacation by requesting such advanced payment in writing to the Human Resources Office at least three calendar weeks prior to the administrator's regular pay day on which the vacation pay is requested. The written request must be dated and include the name of the administrator, location, dates for which the vacation pay is being requested, and the pay day for which the advanced payment is requested.

Voluntary dues deductions shall be authorized from the salary of an administrator who files an appropriate authorization within one month of the date on which dues are to be deducted. Such authorization shall be on the dues deduction form attached herewith as Appendix B. Said deduction is to be made monthly. However, if any member has no check coming or the check is not large enough to satisfy the assignments, then and in that event no collection will be made from said member for that month. The Association will hold the District harmless from any disputes between the Association and its members relative to the deduction of dues. The District shall have no obligation to collect dues beyond the monthly deduction. The Association shall determine a payroll deduction amount once annually to cover all Association members, and shall inform the District Personnel Office of the amount at least three calendar weeks prior to the implementation date.

The Board will pay professional membership dues as provided in Article 6:7 upon request of an administrator provided the administrator files an appropriate authorization at least one month prior to the date on which such dues are to be paid. Such authorization shall be on the form attached herewith as Appendix C.

5:7 Longevity

Longevity payments shall be made annually in January to all administrators in the employ of the District on the previous JULY 1 based on the following:

No longevity payments will be made to any member of the bargaining unit except as otherwise specified below.

For the 2002-2003 School Year the Payment is as follows:

After completion of 19 but less than 24 years length of service with the District	$1200
After completion of 24 or more years length of service with the District	$1600

There will be no pro rata payments to administrators who are not in the employ of the District on JULY 1. Years of service with the District will be computed on JULY 1.

Starting with the 2003-2004 School Year the Payment is:

After completion of 19 but less than 24 years length of service with the District	$1350.
After completion of 24 or more years length of service with the District	$1800.

There will be no pro rata payments to administrators who are not in the employ of the District on JULY 1. Years of service with the District will be computed on JULY 1.

ARTICLE V (continued)

Salary and Rates of Pay

5:8 Severance Pay

The following benefit shall apply to administrators in the active employ of the Nashua School District on the date of signing of this Agreement. Upon the retirement or death of an administrator in the employ of the Nashua School District at the time of retirement or death, the Board shall pay to the administrator or the administrator's estate in the case of death a sum equal to 60% of the employee's average salary over the preceding twelve months divided by 260 days times the number of days of accumulated sick leave then remaining. Retirement shall be defined as receiving retirement benefits under the provisions of the New Hampshire Retirement System.

Upon the resignation or layoff of an administrator in the employ of the Nashua School District at the time of resignation or layoff who has at least ten years length of service in the District, the Board shall pay the administrator a sum equal to 35% of the employee's average salary over the preceding twelve months divided by 260 days times the number of days of accumulated sick leave then remaining.

Any administrator who receives severance pay upon leaving the employ of the District as a result of being laid-off, shall, in the event of rehire repay to the District all severance pay received under this section as a condition of reemployment. The District may elect not to rehire any administrator who fails to make such repayment, in which event the administrator shall forfeit all rights under this contract.

ARTICLE VI

Supplemental Benefits

6:1 Workers Compensation

Administrators shall continue to be covered by the provisions of the New Hampshire Workers Compensation Act.

6:2 Pension

The parties agree that all provisions of the New Hampshire Retirement System shall be made a part of this agreement.

6:3 Tax-sheltered Annuity

The Board of Education agrees to continue to allow administrators to take advantage of the federal law concerning tax-sheltered annuities.

ARTICLE VI (continued)

Supplemental Benefits

6:4 Health Benefits

Subject to the provisions of this Article, the City of Nashua shall provide, upon the approval of this Agreement by vote of the Aldermen and after a 60 day open enrollment period for implementation and upon the request of the Collective Bargaining Unit member, the amount of premiums specified below for an individual, two-person, or family plan for one of the following, if available, or a comparable plan, if the following plan(s) are not available:

(a) Blue Cross/Blue Shield Plan JWM;

(b) Blue Choice New England Point-of-Service; or,

(c) A choice of HMO Blue, or Harvard Pilgrim HMO.

For eligible members, the City shall contribute 85% of the premium for option (b) and 95% of the premium for option (c). The City shall contribute toward the premium of option (a) the same dollar amount it contributes toward the premium of option (b).

Any eligible member of the Collective 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.

ARTICLE VI (continued)

Supplemental Benefits

6:5 Life Insurance

The Board shall provide full payment of the cost of a term group life insurance policy equal to one and one-half times the administrator's annual salary rounded to the nearest $1000, said policy not to exceed $100,000. Administrators may purchase at their own expense additional optional life insurance if approved by the insurance carrier in an amount allowed by the insurance carrier.

6:6 Supplemental Injury Benefits

a) An administrator absent from work as a result of an injury occurring during employment, and who receives weekly worker's compensation benefits shall be paid the difference between the administrator's normal weekly salary and the amount the administrator receives as weekly worker's compensation benefits.

b) It is intended that no administrator shall receive for each week of absence more than the amount of the administrator's weekly salary. Any excess amounts received shall be forth with returned to the Board.

c) Absences under this provision shall be charged to the administrator's current and accumulated sick leave on the basis of one-half day sick leave deducted for each day of absence.

d) This supplemental benefit shall cease upon the exhaustion of the administrator's sick leave entitlements as described above.

e) The provisions of this section shall not prevent an administrator from electing to waive the supplemental benefit from the District in which instance no sick leave days shall be deducted from the employee's accumulated sick leave.

f) An administrator absent from work due to a work-related injury may be terminated by the District after the exhaustion of worker's compensation benefits, or after two years of continuous absence, or after the exhaustion of all accumulated sick leave, whichever occurs later.

6:7 Professional Membership Dues

The Board shall pay 100% of the membership dues of the following professional associations for all administrators: New Hampshire Association of School Principals, and National Association of Secondary School Principals or the National Association of Elementary School Principals whichever is applicable.

ARTICLE VI (continued)

Supplemental Benefits

6:8 Long Term Disability Insurance

As soon as feasible after the signing of this Agreement, the Board shall provide upon request of an administrator, if possible, the benefits of the Union Mutual Group Long Term Disability Plan with the 180 day elimination period, benefits in the amount of 66 2/3% of salary to a maximum benefit of $6,000 per month, a cost of living provision, conversion privilege, benefits reduced by any primary or family income benefits from Social Security and other retirement plan benefits, and the decreasing duration of benefits plan, or a comparable group long term disability plan. The Board shall contribute toward the premiums a sum equal to 65% of the premiums. The group long term disability 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 date employment terminates.

6:9 Dental Coverage

Commencing on the first of the month following the signing of this agreement, the District shall pay monthly to Delta Dental, or another provider designated by the Union, the sum of the prevailing premium for the same benefit program as contained in the Teachers' Union package for each full-time secondary principal, elementary principal, secondary assistant principal, associate principal and elementary assistant principal. The Board agrees to pay the retroactive incurred costs of the Dental Plan since July 1, 1996.

6:10 Vision

Commencing on the first of the month following the signing of this Agreement, the District shall offer to each full-time secondary principal, elementary principal, secondary assistant principal, associate principal and elementary assistant principal, the VSP Vision Coverage Program which is currently utilized by the Central Office Administrators with the same prevailing percentage of premium paid for the members of this Bargaining Unit as that paid for the Central Office Administrators with the same benefit program for all parties.

ARTICLE VII

Leaves of Absence

7:1 Sick Leave

a) Each administrator shall be entitled to fifteen (15) days sick leave per fiscal year cumulative to 150 days excluding the days granted in the current fiscal year at full pay for absence caused by the illness or accident of the administrator. 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.

b) Each administrator will receive in writing in the first month of the fiscal year an accounting of accumulated sick days.

An administrator absent from work due to illness or accident may be terminated by the District after the exhaustion of all accumulated sick leave, authorized leave, or after one year of continuous absence, whichever occurs later.

7:2 Personal Leave

Administrators with the prior approval of the appropriate assistant superintendent shall be allowed up to four (4) days per year with pay for absences due to personal, legal, or business emergencies or obligations which cannot be accomplished outside the normal school day. Except in emergency situations, at least 24 hour notice shall be given in requesting a personal day through the appropriate assistant superintendent or designee.

7:3 Leave for Conference, Conventions, Professional and Visiting Days

Administrators are encouraged to attend educational conventions and conferences and upon the recommendation of the Superintendent and in accordance with existing Board policy will be given leave for such professional purposes. Reimbursement shall be granted only to the extent funds are authorized and Board policy permits.

7:4 Military Service Leaves

1. Short Term Military Leave - An administrator who is a member of a reserve unit of the armed forces of the United States shall be granted a short term leave not to exceed 15 calendar days to fulfill temporary duty obligations. Individuals serving under this provision shall receive the difference between their military pay and the pay they would have earned had they not been called to active duty. The administrator is responsible to pursue all legitimate steps to insure that temporary military leave obligations are scheduled during nonschool duty dates.

2. Compulsory Military Leave - An administrator shall be granted a leave of absence for military service, without pay, for the duration of the compulsory service. An administrator, upon return, shall be granted appropriate credit on the salary schedule for the time absent due to compulsory service obligations.

ARTICLE VII (continued)

Leaves of Absence

7:5 Bereavement Leave

A. Administrators 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).

B. Administrators shall be entitled to up to three (3) days bereavement leave with pay for absence due to each death of other "immediate family". "Immediate family" shall include in addition to spouse and children: mother, father, brother, sister, father-in-law, mother-in-law, son(s)-in-law, daughter(s)-in-law, grandparents and grandchildren.

C. Administrators shall be entitled to one (1) day bereavement leave with pay for absence due to each death of a close relative. "Close relative" shall include: aunt, uncle, niece, nephew and other in-laws not specified in section (B).

D. Administrators shall be entitled to one (1) day bereavement leave with pay for absence due to each death of a close friend, however, leave granted under this section shall not exceed a total of two (2) days in any fiscal year.

E. Under unusual circumstances where distance dictates, the administrator may be granted two (2) additional travel days with pay for absence due to each death covered under sections 7:5 B, C, and D at the discretion of the appropriate assistant superintendent.

7:6 Extended Leave

1. An administrator may apply for an unpaid extended leave of absence for any of the following reasons:
   a. Professional activities associated with an agency of the government, inclusive of elective office;
   b. To accept a position as an officer of the administrator's State or National Association;
   c. Peace Corps;
   d. Vista Program;
   e. National Teachers Groups;
   f. Graduate Study;
   g. Job related travel;
   h. Illness of the administrator or the extended illness of someone in the administrator's immediate family or close relative residing in the administrator's home. Immediate family and close relative are defined in Article 7:5;
   i. Personal reasons. No leaves of absence will be granted for the purpose of accepting employment outside the Nashua School District or for self employment.

2. An administrator may apply for an unpaid extended leave of absence for the purpose of rearing the administrator's natural or legally adopted child provided that such leave shall be limited to the child's first two years of life.

3. The Board, at its discretion, may grant an unpaid extended leave for a period up to two (2) full semesters. The Board, at its sole discretion, may extend such leave for up to two semesters.

4. All leaves granted under this Article 7:6 shall terminate at the beginning of a new semester.

5. An administrator returning from such a leave shall be assigned to a position equivalent to the one vacated at the time of said leave, however, nothing in this Article 7:6 shall preclude implementation of the provisions of Article 8:4. Where practicable, and if so requested by an administrator, the Superintendent will attempt to assign the administrator to the same position held prior to the leave.

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

7. Bargaining Unit Members on an extended leave of absence for the reasons stated in Article 7:6 1. will submit in writing to the Superintendent notice of their intent to return ninety (90) calendar days prior to the effective end date of the requested initial leave and/or July 1. Additionally, requests for extensions of current leave must be submitted ninety (90) calendar days prior to the end of the initial leave.

7:7 Sabbatical Leave

a. An administrator who has completed six consecutive years of service in the Nashua Public Schools, at least three of which are in an administrative position, is eligible to apply for a sabbatical leave for the purpose of pursuing a program of studies at an accredited college or university;

b. Requests for sabbatical leave are to be submitted to the Superintendent in writing no later than February 15 of the school year preceding the school year for which the leave is requested. The Superintendent will submit a recommendation to the Board in sufficient time so that the Board action may occur by March 15;

c. Only one administrator may be on sabbatical leave during a given District semester.

Under extraordinary circumstances predicated upon college or university residency and/or degree completion deadline requirements, a sabbatical leave may be granted to a second administrator at the sole discretion of the Board provided that only one of the two administrators who may be granted a sabbatical leave may be on such leave for more than one District school semester in a fiscal year. The decision of the Board shall not be grievable. An administrator who has been denied a sabbatical may request a meeting with the Board to discuss the denial.

d. Sabbatical leaves may be granted for one semester or for one year;

e. Salary during the period of sabbatical leave shall equal 80% of the salary the administrator would have been entitled to receive had the administrator not been on leave.

Administrators on sabbatical leave shall be entitled to the following benefits only:

1) Health insurance as provided in Article 6:4;
2) Life insurance as provided in Article 6:5;
3) Tuition reimbursement as provided in Article 5:4;
4) Professional membership dues as provided in Article 6:7;
5) Pension as provided in Article 6:2;
6) Tax Sheltered Annuity as provided in Article 6:3;
7) Severance pay as provided in Article 5:8 in instances involving layoff or death. Severance pay will be forfeited if an administrator resigns before completing two years of service with the District following the sabbatical as provided in Article 7:7h;
8) Workers Compensation as provided in Article 6:l;
9) Supplemental Injury Benefits as provided in Article 6:6;
10) Sick leave as provided in Article 7:l;
11) Personal leave as provided in Article 7:2;
12) Bereavement leave as provided in Article 7:5;
13) Military leave as provided in Article 7:4;
14) Long Term Disability Insurance as provided in 6:8;
15) Dental Coverage as provided in 6:9.

At the conclusion of the sabbatical, an administrator must submit a notorized statement of the number of days sick, personal, bereavement and military leave used during the sabbatical and the dates of such usage.

f. An administrator returning from sabbatical leave shall receive the salary the administrator would have received had the administrator remained actively on duty.

g. Subject to the length of the leave, the operational demands of the District, and approval of the Board, the vacated position may be filled on a temporary basis to enable the administrator on sabbatical leave to return to the administrator's former position.

h. Any administrator granted a sabbatical leave of absence must agree in writing to continue working in the District for at least two (2) years following the sabbatical leave. If an administrator resigns before completing the two years of service, the administrator shall return the salary paid to the administrator during the duration of the sabbatical leave.

7:8 Released Time

1. Members of the negotiating team for the Association will be granted released time, if needed, without loss of pay or loss of personal days for a maximum of four persons for the purpose of contract negotiations, mediation, fact finding and/or related court hearings.

2. Members of the Association will be granted released time, if needed, without loss of pay or loss of personal days for the purpose of serving on the New Hampshire Association of School Principals' Executive Board.

7:9 Sick Leave Bank

Any administrator who elects to participate in the Sick Leave Bank must contribute a minimum of one to a maximum of three days of the administrator's accumulated sick leave days to the Bank in order to qualify for membership. Such contributions must be made by July 15 of each fiscal year or in the case of newly hired administrators, within 30 calendar days of the date an administrator begins employment.

Members may be eligible for withdrawals from the Bank for reasons of prolonged or continuing illness or incapacitating accident of the contributing member upon depletion of the contributing member's accumulated sick leave. Members may be granted Bank days for a period not to exceed the elimination period as defined in the Group Long Term Disability Insurance provided in section 6:8.

The operations of the Bank and withdrawals therefrom shall be carried out by a Committee of two (2) administrators selected by the Association and two persons selected by the Superintendent. The Committee 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. In all cases the decision(s) rendered by the Committee shall be final and binding.

7:10 Administrative Exchange

Upon the recommendation of the Superintendent and approval by the Board of Education, an administrator may be granted an extended leave of absence of up to one year for the purpose of participating in an exchange program for school administrative personnel.

The administrator's salary and longevity payment, if applicable; and health, life, and long term disability insurance shall be in accordance with the provisions of the exchange program. Where no provisions apply, the aforementioned salary, longevity payment and insurances shall be consistent with this Agreement except as otherwise prohibited or modified by the insurance carriers. The administrator shall continue to accrue service and annual leave for the duration of the administrator's participation in the exchange program, and the District will continue to pay professional membership dues in accordance with section 6:7.

An administrator returning from leave granted pursuant to this section 7:10 shall be subject to the provisions of section 7:6.5.

ARTICLE VIII

Employment Status

8:1 Vacancies and New Positions

1. Administrators shall be eligible to apply for any vacancy or new position the Board wishes to fill for which the administrator is qualified.

2. Such vacancies and new positions shall be posted on the bulletin board in every school. A copy shall be sent the Association president when posted. Such notice shall be posted for no less than fifteen (15) calendar days prior to the final date of application for such vacancies or new positions. All posting notices referred to herein shall delineate the duties, rate of compensation, qualifications for the position, and application procedure including the final date for application.

3. In filling vacancies and new positions, a candidate's area of certifiability, competence, quality of performance within and outside the District, the needs of the District and applicable experience within and outside the District will be considered. If in the sole judgment of the Superintendent more than one candidate equally meets the aforementioned criteria, candidates who are in the employ of the District will be given greater consideration for nomination.

8:2 Voluntary Transfers

1. Any employee represented by the Association may apply for a transfer out of an administrative position to another administrative position.

2. Application for such transfer shall be made in writing to the Superintendent or designee and shall include a statement of the reasons justifying or otherwise explaining the request for the transfer.

3. While applications for transfer may be submitted and acted upon at any time during the school year, no application submitted after May 1 in any school year shall be required to be given consideration for the ensuing school year.

4. Upon request any employee who has applied for but not been granted a transfer will be provided the opportunity to meet with the Superintendent or designee to review the action taken.

5. Any application for voluntary transfer shall remain valid and in effect for a period of one calendar year from the date of submission except when a specifically requested position has been filled by some other employee.

ARTICLE VIII (continued)

Employment Status

8:3 Involuntary Transfers

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

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

8:4 Reduction in Staff

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

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

B. For the purpose of reduction in staff, administrators will initially be placed in the following pools:

Senior High Principal
~~Jr. High~~Middle School Principal
Elementary Principal
Secondary Associate Dean of Academic Affairs and Assistant Principal
Elementary Assistant Principal

C. Should the staff reduction be at the level of principal, the principal so displaced may elect to accept an assistant/associate principalship dean of academic affairs within the applicable pool as contained in this article 8:4C if there is such a vacancy; if there is no such vacancy, to be placed in the applicable pool with the assistant/associate principal dean of academic affairs, * for the purposes of article 8:4 D; or to accept a position as a teacher should a vacancy for which the principal is qualified and certifiable by the New Hampshire State Department of Education be available. For the purposes of this article 8:4 C, senior high and middle school ~~junior high~~ principals will be considered in the pool with the secondary associate dean of academic affairs and assistant principals; the elementary principals will be considered in the pool with the elementary assistant principals.

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

E. Except as otherwise provided in article 8:4 C, administrator(s) affected by a staff reduction will be assigned to a teaching position should a vacancy for which the administrator is qualified and certifiable by the New Hampshire State Department of Education be available. The administrator will be given credit for relevant teaching and administrative experience for purposes of placement on the teacher salary schedule.

ARTICLE VIII (continued)

Employment Status

F. Seniority as determined by the number of years of teaching experience in the Nashua School District within a designated teaching area will be used to determine the order of assignment to a vacant teaching position within that designated teaching area. Should more than one administrator affected by a staff reduction be qualified and certified for said vacancy, administrators will be placed in order of greatest seniority.

G. In the inverse order of layoff or reassignment to a teaching position due to a reduction in staff, the administrator(s) so affected will be rehired or reassigned to vacancies within their respective pools which may subsequently occur within a period of two years following the layoff or reassignment and for which the administrator is qualified and certifiable by the New Hampshire State Department of Education. After two years, but within a period of five years following the layoff or reassignment, the administrator(s) will be given consideration for such vacancies.

8:5 Non-renewal for unsatisfactory work performance as an administrator

a) If an administrator is not renewed in or is dismissed from an administration position for reasons which should not adversely affect performance as a teacher, the administrator so affected will be assigned to a teaching position should a vacancy for which the administrator is qualified and certifiable by the New Hampshire State Department of Education be available. The administrator will be given credit for relevant teaching and administrative experience for purposes of placement on the teacher salary schedule.

b) Should a teaching position for which the administrator is qualified and certifiable not be available, the individual so affected may be considered for a teaching position during the two year period following the end of service as an administrator.

ARTICLE IX

Performance Appraisal

9:1 All evaluations will be in accordance with the evaluation forms and procedures adopted by the Board or the Superintendent prior to the June 30 preceding the school year in which the forms and procedures will be used. If changes in the forms or procedures are contemplated, the President of the Association or designee will be involved during the process.

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

ARTICLE X

Terms and Conditions of Employment

10:1 Work Year

a) Senior high, middle school junior high, and elementary principals, associate principals, and secondary assistant principals will be entitled to 20 days annual leave. Administrators will be entitled to accrue annual leave monthly at the rate of 1 and 2/3 days per month. Annual leave may accrue up to a maximum of 40 days. No more than 20 days of annual leave may be used in any fiscal year.

Annual leave dates will be scheduled after consultation with the appropriate assistant superintendent. Commencing the first Monday after July 4th, through the first week in August, the assistant superintendent will endeavor to provide as much flexibility as possible to administrators in scheduling vacations, subject to the operational demands of the District and the needs of each school. In emergency situations with the authorization of the appropriate assistant superintendent, a portion of the accrued annual leave may be approved during a time period other than July.

b) The work year for elementary assistant principals will be the period from seven working days prior to the return date for all teachers two working days prior to the orientation day for new teachers to five working days after the conclusion of the teacher work year. All other administrators will work on a year-round basis except as otherwise provided in this article 10:1.

c) Commencing June 30, 1996, principals will be scheduled for up to four half (.5) days of work not to impact more than two consecutive days selected from and limited to one of the three teacher vacation periods in December, February or April.

Principals will be notified by the Superintendent as of October 1st as to which of the vacation periods is to be affected. During the remaining days of vacation periods, principals will be on call to respond to any emergencies which may arise. Reports and special projects may require that certain principals may devote time during these intervals to school work in order to meet required deadlines.

d) The work day during the interval from five working days after the close of the teacher school year to eleven ten working days before prior to the return date for all teachers Orientation Day for new teachers for the ensuing school year will be a minimum of four hours. In addition, eleven half (.5) days will be worked by principals at their discretion, during school vacations or during the summer work period. Also, with 24 hours prior notice, except in cases of emergency or unusual circumstances, longer days may be scheduled at the discretion of the Superintendent for some or all of the principals to allow for workshops, meeting, committee assignments, special projects, candidate interviews or to meet other District needs.

e) As a professional, an administrator is expected to devote to work the time necessary to accomplish the task at hand which may include meetings, conferences, programs and/or workshops which extend or are beyond the normal eight hour work day.

ARTICLE X (continued)

Terms and Conditions of Employment

10:2 School Calendar

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

b) The school calendar is determined each year by the School Board in accordance with applicable law.

10:3 Discrimination

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

10:4 Health Standards

All employees are required to be screened for tuberculosis as a condition of initial employment. Such screening must be accomplished at the expense of the employee within three months prior to employment through the use of a Mantoux intradermal tuberculin skin test. Persons with a significant (positive) reaction to this skin test must obtain a statement from a certified physician prior to employment stating that they present no health hazard from tuberculosis. Persons who have previously had a significant (positive) reaction to a TB skin test need not repeat the skin test but must obtain prior to employment the certified physician's statement that they present no health hazard from tuberculosis. Each employee is required to furnish to the District, prior to the employee's initial workday, written evidence of the screening or, where applicable, a written physician's statement.

Consistent with the current advisory of the State of New Hampshire, Department of Health and Welfare, Division of Public Health Services, employees 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 employees shall comply with future advisories on tuberculosis screening issued by the Division of Public Health Services.

The Board of Education will provide through its own agents at no expense to the employee any screening services which may be required by the State for employees after their employment with the District, but will not provide those services to prospective employees.

ARTICLE X (continued)

Terms and Conditions of Employment

10:5 Benefits For Part-Time Administrators

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

5:4 Course Tuition Reimbursement;
5:8 Severance Pay;
7:1 Sick Leave;
7:2 Personal Leave.

Administrators who are employed by the school district on less than a full-time basis shall not be entitled to the following benefits:

5:7 Longevity;
6:2 Pension;
6:4 Health Benefits;
6:5 Life Insurance;
6:7 Professional Membership Dues;
6:8 Long-term disability;
6:9 Dental Coverage;
7:6 Extended Leave;
7:7 Sabbatical Leave.

ARTICLE XI

Association Representatives

11:1 Official List of Nashua Association of School Principals Representatives

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

ARTICLE XII

Association Privileges and Responsibilities

12:1 Fair Practice

As exclusive representative, the Association shall not preclude from membership any person in the unit described in ARTICLE I.

The Association will represent equally all persons described in ARTICLE I without regard to membership in, participation, or activities in the Association.

12:2 Recognition of Local Organization Representative

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

12:3 Distribution of Materials - Mail Boxes

Officers of the Association shall have the right to use reasonably the Administrative Office and/or school mail boxes for distribution of Association material provided such materials are in good taste.

12:4 Association Meetings

The authorized representative of the Association shall have the right to schedule Association meetings in the building before or after regular work hours.

12:5 Protection of Individual and Group Rights

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

12:6 Information

a) The Superintendent shall make available to the Association upon its request information in the public domain.

b) The public agenda of a Board meeting along with attached minutes will be available to the Association at least 24 hours in advance of a scheduled regular meeting if prepared.

c) The President of the Association or designee shall be granted up to three (3) days of paid leave per fiscal year to attend legislative hearings on educationally related matters.

ARTICLE XIII

Miscellaneous Provisions

13:1 Miscellaneous

It is understood that for the duration of this agreement administrators 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 the Agreement.

13:2 Expenses of Printing and Distributing Agreement

The Board agrees to pay for the cost of duplicating this agreement. The Superintendent will insure that a copy is distributed to each administrator covered by this agreement.

13:3 Meetings

Meetings between the Superintendent and Association President shall be held as deemed necessary by either party to discuss matters of concern to both parties. These meetings shall be held at a mutually agreeable time and place. The Association 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.

ARTICLE XIV

Consultative Meetings

14:1 Joint consultative meetings between the Superintendent, Assistant Superintendents, and two persons designated by the President of the Association, shall be held during the term of this agreement. The meetings shall be held at least two (2) times a year for the purpose of conferring and consulting on matters of mutual concern and other related matters regarding the effective operation of the Nashua School District.

14:2 The meetings shall be chaired by a rotating chairperson who shall be responsible for the arrangement and conduct of the meetings.

14:3 An agenda shall be prepared and distributed in advance of the meetings.

14:4 Meetings shall generally be held during the evening hours and the Board of Education will be informed of when these meetings are scheduled. Minutes will be distributed to the Board of Education for informational purposes.

ARTICLE XV

Grievance Procedure

15:1 The purpose of the Article is to establish a procedure for the settlement of grievances which involve an alleged violation of a specific term or provision of this agreement.

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

15.2 No grievance shall be considered under the grievance procedure unless it is presented as provided below. 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.

15:3 STEP 1.

Any administrator who has a grievance shall, with or without an Association Representative, discuss it first with the immediate supervisor, (Assistant Superintendent for principals; building principals for associate and assistant principals), in an attempt to resolve the matter at that level.

15:4 STEP 2.

If the grievance is not settled within ten (10) school days after presentation at STEP 1 the administrator shall, within ten (10)) school days thereafter set forth the grievance in writing to the immediate supervisor 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 alleged injury, loss or inconvenience;
d) The results of previous discussions;
e) The basis for dissatisfaction with the decision previously rendered;
f) The remedy which is desired.

The grievance shall be signed by the aggrieved administrator and Association Representative before being presented to the immediate supervisor in STEP 2.

Forms on which to fulfill this requirement shall be provided by the Board.

15:5 If the grievance is not received in writing by the immediate supervisor 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.

The immediate supervisor shall act upon the grievance within five (5) school days after receipt of STEP 2 and shall communicate a decision in writing to the Association and the grievant.

15:6 STEP 3.

If the issue is not resolved to the grievant's satisfaction after STEP 2, the grievance shall, within five (5) school days after receipt of the immediate supervisor's written decision be submitted to the Superintendent of Schools. The Superintendent shall meet with the grievant within ten (10) school days after receipt of the grievance. The Superintendent, within a period not to exceed fifteen (15) school days after receipt of the grievance, shall act upon the grievance and shall communicate a decision in writing to the Association and the grievant.

ARTICLE XV (continued)
Grievance Procedure

15:7 STEP 4.
The Association, no later than ten (10) school days after the receipt of the Superintendent's decision, may appeal the Superintendent's decision to the 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. At the request of either the grievant or the Board, the grievant and the grievant's representatives will meet with the Board prior to the Board's decision. Within a period not to exceed twenty (20) school days after receipt of the grievance, the Board (l) shall act upon the Appeal and (2) shall communicate its decision in writing to the Association and to the grievant.

15:8 Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits shall award the requested remedy to the grievant. 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.

15:9 It is understood that administrators 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.

15:10 If a grievance involving the interpretation or application of a specific provision of this agreement has not been settled after being fully processed through the grievance procedure above, then the Association and the grievant may submit such grievance to arbitration by giving written notice thereof to the Board not later than two (2) school 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.

15:11 The choice of the arbitrator shall be by agreement of the parties. However, if such agreement has not been reached within one (1) school week after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the Association 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.

15:12 Each grievance shall be separately processed in any arbitration proceeding under this article.

15:13 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.

15:14 The arbitrator selected will confer with representatives of the Board and the Association. The arbitrator will set forth findings in writing, and submit them to the Board and the Association.

15:15 The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority under this agreement, will be accepted as final and binding by both parties.

15:16 The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Association agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

15:17 The arbitrator's fee will be shared equally by both parties to the dispute.

15:18 Rights of Administrators to Representation

Any aggrieved person except, at Step l, shall be represented at all stages of the grievance procedure by the grievant and by a maximum of two (2) representatives selected or approved by the Association.

15:19 When a grievant in STEP 1 is not represented by the Association in the processing of a grievance the Association shall at the time of submission of the grievance at STEP 2 be notified that the grievance is in process, have the right to be present and to present its position in writing at all meetings with the grievant held concerning the grievance, and shall receive a copy of decisions rendered.

15:20 Released Time

Any administrator who has filed a grievance in accordance with the provisions of this agreement will be granted released time, if needed, without loss of pay or loss of personal days for attendance at required grievance meetings. The same privilege, if needed, shall be granted to any witness necessary for either party and to one Association representative who attends said hearing with the administrator.

ARTICLE XVI

Duration of Agreement

16:1 The provisions of this agreement shall become effective as of July 1, 2004 unless otherwise specified and shall continue and remain in full force and effect to and including June 30, 2024 2015 when it and all provisions and benefits therein shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

The Board and the Association agree to begin negotiation of a successor agreement concerning wages, hours and other terms and conditions of employment no later than September 30, 2003.

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

NASHUA BOARD OF EDUCATION

_____

Vincent Capone/Kimberly Shaw
PRESIDENT

Dated _____

NASHUA ASSOCIATION OF SCHOOL PRINCIPALS

_____

Deborah Migneault
PRESIDENT

Dated _____

APPENDIX A

APPENDIX A

SALARY SCHEDULE – 2002-2003

Years & Steps:	Sr. High Prin:	JHS Prins:	Elem & Asso Prin:	Sec Asst Prins:	Elem Asst Prins:
1	$86,772	$75,910	$74,789	$69,215	$62,736
2	$87,802	$76,940	$72,418	$70,248	$63,766
3	$88,832	$79,248	$74,727	$72,553	$65,735

Degree Differential: M+30 = $1000 Doctorate = $2,000

SALARY SCHEDULE – 2003-2004

Employees will remain on the step that they were on in the 2002-2003 School Year.
For the 2003-2004 School Year there will be no step advancements on the wage schedule, and no Administrator will be placed on a salary step above current employees with the same amount of experience.

Steps:	Sr. High Prin:	JHS Prins:	Elem & Asso Prin:	Sec Asst Prins:	Elem Asst Prins:
1	$89,376	$78,187	$73,530	$71,291	$64,618
2	$90,426	$79,248	$74,591	$72,352	$65,679
3	$91,492	$81,626	$76,965	$74,730	$67,728

Degree Differential: M+30 = $1000 Doctorate = $2,000

APPENDIX A

SALARY SCHEDULE

Employees will remain on the step that they were on in the 2003-2004 School Year. For the 2004-2005 School Year there will be no step movements on the exact schedule, and no Administrator will be placed on a salary step above current employees with the same amount of experience.

steps	Sr. High Principal	Middle & Asso Principal	Elem Principal	Secondary Assistants	Elementary Assistants
1	91653	80484	75807	73568	66895
2	92713	81525	76868	74629	67956
3	93599	83728	79070	76832	69830

Degree Differential : MA+30 = $1000, Doctorate = $2000.

APPENDIX B

PAYROLL DEDUCTION AUTHORIZATION

I, _____, hereby authorize and direct my
(Print Name)
Employer every month to deduct from my wages all initiation fees, reinitiation or reinstatement fees, membership dues and uniform assessments as required by Teamsters Local Union No. _____, or its legal successor. I further authorize and direct that these monies so deducted be turned over each month to the Secretary-Treasurer of Teamsters Local Union No. _____.

This authorization and assignment shall be irrevocable for a period of one year or until the termination of the applicable collective bargaining agreement, whichever occurs first, and shall thereafter be automatically renewed for successive periods of one year or until the termination of the applicable collective bargaining agreement, whichever occurs first, unless written notice is given by me to my Employer and the Union at least 45 days but not more than 60 days prior to the expiration of each one year period or of the applicable collective bargaining agreement, whichever occurs first.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Dues are not deductible as charitable contribution for federal income tax purposes.

APPENDIX C

TO: **NASHUA BOARD OF EDUCATION**

EFFECTIVE _____, I HEREBY REQUEST AND AUTHORIZE YOU TO PAY,

ON MY BEHALF, MEMBERSHIP DUES TO:

NATIONAL ASSOCIATION OF ELEMENTARY SCHOOL PRINCIPALS,

OR,

NATIONAL ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS, AND

NEW HAMPSHIRE ASSOCIATION OF SCHOOL PRINCIPALS.

THESE DEDUCTIONS AND MEMBERSHIP PAYMENTS ARE TO REMAIN IN EFFECT UNTIL THE SUPERINTENDENT OF SCHOOLS AND THE TREASURER OF THE ASSOCIATION HAVE BEEN NOTIFIED THIS AGREEMENT HAS BEEN TERMINATED. SUCH NOTICE SHALL BE WRITTEN.

EMPLOYEE SIGNATURE

EMPLOYEE ADDRESS

Sidebar Agreement

Ratification / Approval Process and Application Of Benefits

The Nashua Board of Education and the Nashua Association of School Principals 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 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 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.

NASHUA BOARD OF EDUCATION

_____

~~Vincent Capasso~~ Kimberly Shaw
PRESIDENT

Dated _____

NASHUA ASSOCIATION OF SCHOOL PRINCIPALS

_____

Deborah Migneault
PRESIDENT

Dated _____

Sidebar Agreement

Retroactive Pay

The Nashua Board of Education and the Nashua Association of School Principals mutually agree that those employees who are members of this Union as of May 31, 2018 will be granted retroactive pay back to July 1, 2018. This sidebar will only apply to this successor contract dated July 1, 2018 through June 30, 2018.

NASHUA BOARD OF EDUCATION

Kimberly Shaw
PRESIDENT

Dated

NASHUA ASSOCIATION OF SCHOOL PRINCIPALS

Deborah Mignealt
PRESIDENT

Dated