AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA ASSOCIATION OF SCHOOL PRINCIPALS

July 1, 2015

through

June 30, 2018

NASHUA BOARD OF EDUCATION

Sandra Ziehm, President
Howard Coffman, Clerk

George Farrington
Robert Hallowell
Doris Hohensee
William Mosher
David Murotake
Dorothy Oden
Elizabeth Van Twuyver

ADMINISTRATIVE STAFF

Mark Conrad, Superintendent
Jen Seusing, Assistant Superintendent
Karen Crebase, Assistant Superintendent
Daniel Donovan, Chief Operating Officer
Dana O'Gara, Director of Human Resources

NASHUA ASSOCIATION OF SCHOOL PRINCIPALS

Janet Valeri, President
Mark Lucas, Vice President
Dyann Levesque, Secretary
Michael Mahoney, Treasurer

NEGOTIATING TEAM

Dyann Levesque
Mark Lucas
Keith Richard
Philip Schappler

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AGREEMENT made by and between the **NASHUA BOARD OF EDUCATION** (hereinafter 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:

PRINCIPALS - ELEMENTARY AND SECONDARY

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 Principal, elementary and secondary, or an Assistant Principal, elementary and secondary.

2:3 The term "Length of Service", as used in this agreement, shall mean active employment except as otherwise provided in this section 2:3. 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, or otherwise engage in any activity(ies) that constitutes an unfair labor practice pursuant to RSA 273-A:5.

3:2 Management Rights

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

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

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

2. to hire, promote, transfer, assign and retain employees in positions with the Nashua School District and to suspend, 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. Only administrators receiving acceptable annual performance reviews will be eligible for annual step increases.

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. In addition, effective July 1, 2016 principals shall be granted one-half (1/2) credit (rounded to the nearest whole number) for experience as an assistant principal, up to a maximum of six (6) years of experience.

However, no employee shall be placed on the salary scale above any administrator with comparable experience (excluding administrators who have been denied step increases based on receiving unacceptable performance reviews, as set forth in Section 5:1 (A) above).

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.

5:2 Course Tuition Reimbursement

A. With advance approval from the Superintendent (or designee), an administrator may be reimbursed 80% of the tuition cost for completing a work-related accredited college or university courses(s), but not exceeding $1,000 annually. Administrators enrolled in a work-related accredited college or university degree program may be reimbursed 80% of the tuition costs for completing courses required for the degree program, but not exceeding $1,750 annually. The Superindent (or designee) may also approve reimbursement up to 80% per course or workshop sequence offered by colleges or other training centers leading to certificates of study in areas directly related to the work of the employee, but not to exceed $1,000 annually.

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

5:3 Mileage Reimbursement

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

5:4 Method and Time of Salary Payment

Salaries of 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. The District may institute delivery of direct deposit slips by electronic means, subject to requirements of state law.

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 per pay period. 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 6:6 upon request of an administrator provided the administrator files an appropriate request at least one month prior to the date on which such dues are to be paid.

5:5 Longevity

Administrators hired prior to June 1, 2008 with 19-23 years of continuous employment at July 1st will receive an annual longevity payment of $1,350. Administrators hired prior to June 1, 2008 with 24 or more years of continuous employment will receive an annual longevity payment of $1,800.

5:6 Severance Pay

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

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

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

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

5:7 Calculation of Per Diem Rates

For purposes of determining the value of payroll adjustments, accrued vacation leave and severance, the following days will be used in the calculation of per diem rates:

- Principals: 260 days
- Elementary Assistant Principals: 199 days
- Secondary Assistant Principals: 245 days for any vacation and sick time accrued through June 30, 2016, and 214 days for any sick time accrued on or after July 1, 2016.

ARTICLE VI

Supplemental Benefits

6:1 Workers Compensation

Administrators shall be subject to the provisions of the New Hampshire Workers' Compensation Law.

6:2 New Hampshire Retirement System

Administrators shall be subject to the provisions of the New Hampshire Retirement System.

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 at their expense.

6:4 Health Insurance

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

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

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

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

The group health insurance of any administrator 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 administrator terminates employment with the District.

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

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

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

6:5 Life Insurance

All administrators are eligible for life insurance at one and one-half times an individual's annual salary, to a limit of $100,000. Effective July 1, 2016, all administrators are eligible for life insurance at two times an individual's annual salary, to a limit of $200,000.

6:6 Professional Membership Dues

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

6:7 Long Term Disability Insurance

The District shall pay for long term disability insurance for all administrators.

6:8 Dental Coverage

The District shall provide, upon the request of an administrator, at no cost to the administrator, single person, two person or family plans for dental coverage.

6:9 Vision

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

ARTICLE VII

Leaves of Absence

7:1 Vacation Leave

Principals shall receive twenty (20) days of annual vacation leave, accruable on an ongoing monthly basis. Principals may accumulate and carry over up to forty (40) vacation days on August 1st of each year. Any accrued vacation days in excess of forty (40) days will be forfeited.

Secondary assistant principals shall receive twenty (20) days of annual vacation leave, accruable on an ongoing monthly basis until June 30, 2016, at which time going forward they will no longer receive annual vacation leave. Secondary assistant principals may carry over up to forty (40) vacation days until August 1, 2016 at which time any accrued vacation days in excess of forty (40) days will be forfeited. Accrued vacation time retained at August 1, 2016 may be subsequently used as additional vacation time with supervisory approval.

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

7:2 Holidays

All principals and secondary assistant principals shall receive the following paid holidays:

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

Effective July 1, 2016, secondary assistant principals will no longer receive any paid holidays.

7:3 Sick Leave

Each administrator shall be entitled to fifteen (15) days sick leave per fiscal year. Sick leave will be cumulative to 165 days for those employees hired on or after July 1, 2011, and 185 days for the employees hired prior to July 1, 2011.

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

7:4 Sick Leave Bank

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

7:5 Personal Days

Administrators shall be entitled, during each fiscal year, to four (4) paid personal days.

Paid personal days may be taken for the following reasons:

* Marriage of children, parents, or immediate family members
* Graduation exercises or college events of employee's children or spouse
* Required court appearances
* Observance of a recognized religious holiday of a recognized religion practiced by the employee
* Compelling personal business that cannot be accomplished outside of the employee's work day
* Snow days when conditions create concerns for the safety of travel

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

7:6 Military Service Leaves

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

or she continued in employment. However, the administrator will only be entitled to the sick leave accrued at the time of his or her entry into the armed forces.

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

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

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

7:7 Bereavement Leave

Administrators are entitled to bereavement for seven (7) days for the death of a spouse or child; three (3) days for the death of immediate family members; and up to three (3) days in any fiscal year for the death of close relatives. "Immediate family members" include mother, father, brothers, sisters, and grandparents, as well as in-laws and step-relations to these members.

7:8 Extended Leave

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

Such leave may be granted by the Board of Education upon recommendation of the Superintendent.

For purposes of salary 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.

7:9 Released Time

A. 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.

B. 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.

ARTICLE VIII

Employment Status

8:1 Vacancies and New Positions

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

B. Such vacancies and new positions shall be posted on the bulletin board in every school. A copy shall be sent to the Association president when posted. Such notice shall be posted for no less than ten (10) calendar days prior to the 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.

C. 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.

8:2 Involuntary Transfers

A. 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.

B. 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 l0 days of receipt of the request.

8:3 Reduction in Staff

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

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

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

Senior High Principal
Middle School Principal
Elementary Principal
Secondary Assistant Principal
Elementary Assistant Principal

C. Should the staff reduction be at the level of an elementary principal, the principal so displaced may elect to accept an assistant principalship within the elementary assistant principal pool if there is such a vacancy. Should the staff reduction be at the level of a middle school or senior high school principal, the principal so displaced may elect to accept an assistant principalship within the secondary assistant principal pool if there is such a vacancy.

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. 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.

F. 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.

8:4 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.

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

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 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 Association will be consulted 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. All principals shall work a full calendar year.

B. Elementary assistant principals shall work one hundred and ninety-nine (199) days, including 183 school days and ten (10) days prior to the return of teachers at the beginning of the school year. The remaining six (6) work days shall be scheduled in advance with their respective principals between July 1st and June 30th.

C. Secondary assistant principals shall work two hundred and fourteen (214) days, excluding vacation days and holidays, but including 183 school days and eleven (11) days prior to the return of students at the beginning of the school year. The remaining twenty (20) work days shall be scheduled in advance with their respective principals between July 1st and June 30th. Secondary assistant principals may be required by their respective principals to work one school vacation period during the school year.

D. 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.

10:2 School Calendar

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

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

10:3 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 Benefits For Part-Time Administrators

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

5:2 Course Tuition Reimbursement;
5:5 Longevity
5:6 Severance Pay;
6:4 Health Insurance
7:3 Sick Leave;
7.4 Sick Leave Bank;
7:5 Personal Days.

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 directly related to Association business and are not in violation of any laws, rules, regulations or school policies.

12:4 Association Meetings

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

12:5 Protection of Individual and Group Rights

Nothing contained herein shall be construed to prevent the Board, a member of the Board, or its designated representatives from meeting with any administrator for expression of views. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with the immediate superior or processing a grievance on the person's own behalf in accordance with the Grievance Procedure set forth in Article 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 Leave For President

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 state law, Board policies and administrative rules, regulations and the provisions of the Agreement.

ARTICLE XIV

Grievance Procedure

14.1 The purpose of this article is to establish a procedure for the settlement of grievances which involve an alleged violation of a term or provision of this Agreement. All such grievances will be handled as provided in this article.

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

14.3 Grievances shall be processed in the following manner:

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

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

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

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

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

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

14.4 Grievance Mediation: Either party may submit to the other a request for Grievance Mediation. Grievance Mediation can only take place by mutual agreement at any time during the grievance procedure. The parties agree the Federal Mediation and Conciliation Service may be used as a facilitator for cost effectiveness. This does not preclude mediation occurring the day of arbitration nor using the arbitrator as the facilitator. Should Grievance Mediation occur, the parties shall agree to a time extension for the following steps.

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

ARTICLE XV

Duration of Agreement

15:1 The provisions of this agreement shall become effective as of July 1, 2015 unless otherwise specified and shall continue and remain in full force and effect to and including June 30, 2018 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 May 1, 2018.

15:2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents.

NASHUA BOARD OF EDUCATION

Sandra Ziehm

Sandra Ziehm
PRESIDENT

Dated 4/19/16

NASHUA ASSOCIATION OF SCHOOL PRINCIPALS

Janet Valeri

Janet Valeri
PRESIDENT

Dated 4/19/16

APPENDIX A

Salary Schedule

July 1, 2015

Principals:

Step	Elementary		Middle		High School
0	$90,000		$95,000		$102,000
1	$91,375		$96,250		$103,125
2	$92,750		$97,500		$104,250
3	$94,125		$98,750		$105,375
4	$95,500		$100,000		$106,500
5	$96,875		$101,250		$107,625
6	$98,250		$102,500		$108,750
7	$99,625		$103,750		$109,875
8	$101,000		$105,000		$111,000
9	$102,000		$106,000		$112,000

Note: All principals and assistant principals in the employ of the Nashua School District prior to July 1, 2015 shall receive a step increase retroactive to July 1, 2015.

Assistant Principals:

Step	Elementary		Secondary
0	$73,000		$82,500
1	$74,250		$83,750
2	$75,500		$85,000
3	$76,750		$86,250
4	$78,000		$87,500
5	$79,250		$88,750
6	$80,500		$90,000
7	$81,750		$91,250
8	$83,000		$92,500
9	$84,000		$93,500

APPENDIX A

Salary Schedule

July 1, 2016

Principals:

Step	Elementary		Middle		High School
0	$90,500		$95,500		$102,500
1	$91,875		$96,750		$103,625
2	$93,250		$98,000		$104,750
3	$94,625		$99,250		$105,875
4	$96,000		$100,500		$107,000
5	$97,375		$101,750		$108,125
6	$98,750		$103,000		$109,250
7	$100,125		$104,250		$110,375
8	$101,500		$105,500		$111,500
9	$102,500		$106,500		$112,500

Note: There will be no step increases in Fiscal Year 2016-2017.

Assistant Principals:

Step	Elementary		Secondary
0	$73,500		$83,000
1	$74,750		$84,250
2	$76,000		$85,500
3	$77,250		$86,750
4	$78,500		$88,000
5	$79,750		$89,250
6	$81,000		$90,500
7	$82,250		$91,750
8	$83,500		$93,000
9	$84,500		$94,000

APPENDIX A

Salary Schedule

July 1, 2017

Principals:

Step	Elementary	Middle	High School
0	$90,500	$95,500	$102,500
1	$91,875	$96,750	$103,625
2	$93,250	$98,000	$104,750
3	$94,625	$99,250	$105,875
4	$96,000	$100,500	$107,000
5	$97,375	$101,750	$108,125
6	$98,750	$103,000	$109,250
7	$100,125	$104,250	$110,375
8	$101,500	$105,500	$111,500
9	$102,500	$106,500	$112,500
10	$103,300	$107,300	$113,300

Note: All principals and assistant principals shall receive step increases on July 1, 2017

Assistant Principals:

Step	Elementary	Secondary
0	$73,500	$83,000
1	$74,750	$84,250
2	$76,000	$85,500
3	$77,250	$86,750
4	$78,500	$88,000
5	$79,750	$89,250
6	$81,000	$90,500
7	$82,250	$91,750
8	$83,500	$93,000
9	$84,500	$94,000
10	$85,300	$94,800

APPENDIX B

Dues Deduction Form

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