7:30 PM Aldermanic Chamber

1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER

2. PRAYER OFFERED BY CITY CLERK DAN HEALEY

3. PLEDGE TO THE FLAG BY ALDERMAN DEREK THIBEAULT

4. ROLL CALL

5. REMARKS BY THE MAYOR

6. RESPONSE TO REMARKS OF THE MAYOR

7. RECOGNITIONS

8. READING OF MINUTES OF PREVIOUS MEETINGS

9. COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS

From: Lisa Fauteux, Director of Public Works
Re: Referral from Board of Aldermen - O-26-008

9(a). PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING

9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Mayor Jim Donchess
Re: Million Dollar Contract Award - Change Order #7 for the 2025 Sewer Replacement Project

10. PETITIONS

11. NOMINATIONS, APPOINTMENTS AND ELECTIONS

Joint Convention with The Edgewood Cemetery Board of Trustees

Reports of Committee

Budget Review Committee - 05/07/26

Committee on Infrastructure - 06/01/26

12. CONFIRMATION OF BOARD OF ALDERMEN APPOINTMENTS

<u>Board of Health</u>

Christian Jimenez (Social Worker) Term to Expire: December 31, 2027
21 Forest Hills Drive
Nashua, NH 3060

13. CONFIRMATION OF MAYOR'S APPOINTMENTS

<u>Greeley Park Advisory Committee</u>

Stephanie Ballentine (re-appointment) Term to Expire: June 13, 2029
9 Bartlett Avenue
Nashua, NH 03064

14. UNFINISHED BUSINESS – RESOLUTIONS

R-26-033

Endorsers: Mayor Jim Donchess
Alderman Patricia Klee
Alderwoman Vengerflutta Smith
Alderman-at-Large Alicia Gregg
Alderman Richard A. Dowd
Alderwoman-at-Large Shoshanna Kelly
Alderman Tom Lopez
Alderman-at-Large Lori Wilshire

AUTHORIZING THE CITY OF NASHUA TO ENTER INTO CONTRACTS WITH THE SOUHEGAN VALLEY TRANSPORTATION COLLABORATIVE, NASHUA COMMUNITY COLLEGE, RIVIER UNIVERSITY, TOWN OF HUDSON AND TOWN OF MERRIMACK FOR TRANSIT SERVICES

- Finance Committee with recommendation for final passage

R-26-036

Endorsers: Mayor Jim Donchess
Alderwoman Vengerflutta Smith
Alderman-at-Large Alicia Gregg

ADOPTING THE COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AND RESILIENCY (C-PACER) PROGRAM

- Personnel/Administrative Affairs Committee with recommendation for final passage

R-26-037

Endorsers: Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.

AUTHORIZING DEED WAIVERS FOR CERTAIN PROPERTIES

- Committee on Infrastructure with recommendation for final passage as amended

15. UNFINISHED BUSINESS – ORDINANCES

O-26-007

Endorsers: Mayor Jim Donchess
Alderwoman Vengerflutta Smith
Alderman Derek Thibeault
Alderman-at-Large Michael B. O’Brien, Sr.
Alderman-at-Large Alicia Gregg
Alderwoman-at-Large Shoshanna Kelly
Alderman-at-Large Amber Morgan
Alderman-at-Large Lori Wilshire

AMENDING THE UNAFFILIATED EMPLOYEES PERSONNEL POLICIES BY ADDING A MEDICAL INSURANCE COVERAGE OPT-OUT STIPEND

- Personnel/Administrative Affairs Committee with recommendation for final passage

O-26-008

Endorsers: Alderman Derek Thibeault
Alderman Patricia Klee
Alderwoman Vengerflutta Smith
Alderman John Sullivan
Alderman-at-Large Lori Wilshire

REMOVING CERTAIN TRAFFIC-CALMING MEASURES ON A PORTION OF MIDDLE DUNSTABLE ROAD

- Committee on Infrastructure with a recommendation for indefinite postponement
- Board of Public Works with a do not recommend

O-26-009

Endorsers: Mayor Jim Donchess
Alderman Patricia Klee
Alderman-at-Large Michael B. O'Brien, Sr.

RELATIVE TO FLAGPOLES ON CITY HALL GROUNDS
- Committee on Infrastructure with recommendation for final passage as amended

O-26-010
Endorser: Alderman Paula Johnson

REGARDING USE OF ELECTRONIC DEVICES DURING MEETINGS
- Personnel/Administrative Affairs Committee with recommendation for indefinite postponement

O-26-011
Endorsers: Alderman Paula Johnson
Alderman Derek Thibeault

REGARDING VIRTUAL MEETING PARTICIPATION
- Personnel/Administrative Affairs Committee with recommendation for indefinite postponement

O-26-012
Endorsers: Alderman Tim Sennott
Alderman-at-Large Amber Morgan
Alderman-at-Large Alicia Gregg
Alderman Thomas Lopez

AMENDING THE DEFINITION OF SECONDHAND DEALERS

- Personnel/Administrative Affairs Committee with recommendation for final passage

O-26-014
Endorser: Alderman Paula Johnson

AMENDING THE BOARD OF ALDERMEN COMPENSATION ORDINANCE
- Personnel/Administrative Affairs Committee with recommendation for indefinite postponement

16. BUSINESS UNFINISHED AT THE PREVIOUS MEETING

R-26-015
Endorsers: Mayor Jim Donchess
Alderman-at-Large Ben Clemons
Alderman Patricia Klee
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman-at-Large Alicia Gregg
Alderman Richard A. Dowd
Alderman-at-Large Amber Morgan
Alderman-at-Large Lori Wilshire

SUPPORTING THE TOWN OF MERRIMACK IN ITS OPPOSITION TO AN ICE DETENTION CENTER
- tabled at Board of Aldermen meeting on 2/24/26

R-26-020
Endorsers: Mayor Jim Donchess
Alderwoman Vengerflutta Smith
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman-at-Large Alicia Gregg

Alderwoman-at-Large Shoshanna Kelly
Alderman-at-Large Ben Clemons
Alderman Patricia Klee
Alderman-at-Large Lori Wilshire

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF NINE HUNDRED THOUSAND DOLLARS ($900,000) TO FUND THE PURCHASE, DESIGN, PRE-RENOVATION WORK AND RENOVATIONS FOR A RESOURCE CENTER AT 14 MULBERRY STREET
- tabled at Special Board of Aldermen meeting on 4/22/26

17. NEW BUSINESS – RESOLUTIONS

R-26-041
Endorser: Alderman Richard A. Dowd
APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF EDUCATION AND THE NASHUA TEACHERS' UNION, LOCAL 1044, AFT, AFL-CIO, UNIT C, SECRETARIES FROM JULY 1, 2026 THROUGH JUNE 30, 2029

R-26-042
Endorser: Mayor Jim Donchess
RELATIVE TO THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $762,788 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO VARIOUS PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES

R-26-043
Endorser: Mayor Jim Donchess
AUTHORIZING A FOURTH AMENDMENT TO THE SITE LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC REGARDING THE CELLULAR ANTENNA SITE AT MINE FALLS PARK

R-26-044
Endorser: Alderman Richard A. Dowd
CHANGING THE PURPOSE OF UP TO ONE MILLION SIX HUNDRED SEVEN THOUSAND EIGHTY-FIVE DOLLARS ($1,607,085) OF UNEXPENDED BOND PROCEEDS FROM FIVE SCHOOL BUILDING IMPROVEMENTS PROJECTS TO THE BICENTENNIAL SCHOOL ROOF REPLACEMENT PROJECT

R-26-045
Endorser: Mayor Jim Donchess
AUTHORIZING A LEASE AGREEMENT WITH DROPBIKE CORP. DBA DROP MOBILITY AT 117 ELM STREET

18. NEW BUSINESS – ORDINANCES

O-26-015
Endorser: Alderman Paula Johnson
NO PARKING ON SECTIONS OF CELINA AVENUE

O-26-016
Endorser: Alderman John Sullivan
AUTHORIZING A STOP SIGN ON PINEBROOK ROAD AT ITS INTERSECTION WITH RIDGE ROAD

O-26-017
Endorser: Mayor Jim Donchess
REMOVING THE LANGUAGE FOR A SOLID WASTE EQUIPMENT RESERVE FUND AND DISCONTINUING THE FUND

19. PERIOD FOR GENERAL PUBLIC COMMENT

20. REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

21. COMMITTEE ANNOUNCEMENTS

22. ADJOURNMENT

THE CITY OF NASHUA

"The Gate City"

Division of Public Works
Administration

MEMORANDUM

TO: Board of Alderman,

Donna Graham, Legislative Affairs Manager

FROM: Lisa Fauteux, Director of Public Works

DATE: May 28, 2026

SUBJ.: Referral from Board of Aldermen

Please be advised that the Board of Public Works met on May 28, 2026 and do not recommend the below referenced Ordinance to the Board of Alderman.

O-26-008 REMOVING CERTAIN TRAIFFIC-CALMING MEASURES ON A PORTION OF MIDDLE DUNSTABLE ROAD

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Mayor Jim Donchess

Date: May 27, 2026

Re: Million Dollar Contract Award – Change Order #7 for the 2025 Sewer Replacement Project

Pursuant to NRO : § 5-74/B: E. Approval by the Finance Committee of a contract award in excess of $1,000,000 shall be submitted to the full Board of Aldermen at its next regularly scheduled meeting for final approval prior to award of the contract.

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the June 3, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item:	Change order for the construction of manholes and to provide emergency sewer repairs as needed
Value:	$1,000,000
Vendor:	Crisp Contracting
Purchasing Memo#:	26-177 dated May 27, 2026

Thank you.

229 Main Street • PO Box 2019 • Nashua, New Hampshire 03061-2019
603.589.3260 • fax 603.594.3450 • NashuaMayor@NashuaNH.gov
www.NashuaNH.gov

City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

May 27, 2026
Memo #26-177

TO: Mayor Donchess
Finance Committee

SUBJECT: 2025 Sewer Replacement Project Change Order #7 in the amount not to exceed $1,000,000 funded from Bond/ 54- Property Services

Please see attached communications from Daniel Hudson, City Engineer, dated May 28, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Construction of manholes and raise manholes covers to grade, support sewer lining efforts, and provide emergency sewer repairs as needed
Value:	$1,000,000
To Date:	$1,810,830
Department:	160 Admin/Engineering
Vendor:	Crisp Contracting
Fund:	Bond/ 54-Property Services
Ordinance:	Pursuant to § 5-91 Amendment to Contracts- No contract may be amended as to its scope of work or so as to increase sums payable to the contractor, without Finance Committee approval for amendment amounts exceed $25,000; and without the Board of Aldermen amounts exceeding $1,000,000

Division of Public Works: Engineering, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: D Hudson
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works — Meeting Date: May 28, 2026

From: Daniel Hudson, P.E., City Engineer
Engineering Department

Re: 2025 Sewer Replacement Project Contract 1 – Change Order No. 7

C. Motion: To approve Change Order No. 7 to the 2025 Sewer Replacement Project Contract 1 with Crisp Contracting of Nashua, NH in the amount not to exceed $1,000,000. Funding will be through: 169 Wastewater; Fund: Bond; Activity Sewer Rehab.

Discussion: The 2025 Sewer Replacement Project Contact 1 has been constructing sewer improvements, primarily new manholes and raising buried manhole covers to grade to provide access in support of the City sewer lining efforts. The contract has completed work at numerous locations throughout the City.

The Engineering Department would like to continue to further utilize the services of Crisp Contracting to construct additional improvements, including performing emergency sewer repairs as needed throughout the City.

With this change order, the contract will be amended as follows:

Original Contract	$810,830
Change Order No. 1 (No Cost Change)	$0
Change Order No. 2 (No Cost Change)	$0
Change Order No. 3 (Not to Exceed)	$1,000,000
Change Order No. 4 (No Cost Change)	$0
Change Order No. 5 (No Cost Change)	$0
Change Order No. 6 (No Cost Change)	$0
Change Order No. 7 (Not to Exceed)	$1,000,000
Total Amended Contract (Not to Exceed)	$ 2,810,830

CHANGE ORDER

No. 7

PROJECT: 2025 Sewer Replacement Project – Contract 1

EXECUTED CONTRACT DATE: 2/7/25

DATE OF ISSUANCE: ________ EFFECTIVE DATE: Upon City Approval

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 193562

CONTRACTOR: Crisp Contracting LLC

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order shall add funding to the contract to provide continuing support to the sewer lining and sewer infrastructure rehabilitation programs.

Justification:

The City sewer pipes and manholes historically require emergency repairs at any time. This contract provides the City with contractor response support to sewer emergencies in addition to support of sewer lining efforts by raising manholes to grade or providing new manholes for lining crew access. Crisp has responded immediately to emergency work as well as performed well on the remaining contract items as well as on City projects in the past.

Attachments:

Change Order cost breakdown

CHANGE ORDER
SUMMARY

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 810,830.00	Original Contract Times: Substantial Completion: 9/1/2025 Ready for Final Payment: 11/28/2025
Net Changes from previously approved Change Orders $ 1,000,000.00	Net Changes from previously approved Change Orders Substantial Completion: 432 Days Ready for Final Payment: 386 days
Contract Price prior to this Change Order: $ 1,810,830.00	Contract Times prior to this Change Order: Substantial Completion: 11/6/2026 Ready for Final Payment: 12/16/2026
Increase (Decrease) of this Change Order: $ 1,000,000.00	Increase (Decrease) of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0
Contract Price with all approved Change Orders: $ 2,810,830.00	Contract Times with all approved Change Orders: Substantial Completion: 11/6/2026 Ready for Final Payment: 12/16/2026

RECOMMENDED BY:	ACCEPTED BY:	ACCEPTED BY:
By: [signature]	By:	By: [signature]
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Matthew Franz, PE	James W. Donchess	Jack Crisp
Title: Senior Staff Engineer	Title: Mayor	Title: Owner
Date: 5/19/2026	Date:	Date: 5/19/26

CHANGE ORDER No. 7 - 2025 Sewer Replacement Project - Contract 1 - Crisp Contracting (15May26)					
Item #	Description	Change Order Quantity	Units	Unit Price ($)	Cost
1A	Remove Existing Pipe and Replace with 12" Pipe (PVC - SDR 35) 0' to 9' Depth	250	LF	$ 600.00	$ 150,000.00
1B	Remove and Replace 6" Sewer Service (PVC - SDR 35) All Depths	300	LF	$ 300.00	$ 90,000.00
2A	8" to 10" Sewer or Drain Pipe Point Repair (PVC-SDR35) 0' to 9' Depth	5	EA	$ 7,000.00	$ 35,000.00
2B	8" to 10" Sewer or Drain Pipe Point Repair (PVC-SDR35) >9' to 13' Depth	5	EA	$ 11,000.00	$ 55,000.00
2C	12" to 15" Sewer or Drain Pipe Point Repair (PVC-SDR35) 0' to 9' Depth	1	EA	$ 9,000.00	$ 9,000.00
2D	12" to 15" Sewer or Drain Pipe Point Repair (PVC-SDR35) >9' to 13' Depth	1	EA	$ 12,000.00	$ 12,000.00
3A	8"x6", 10"x6", 12"x6" PVC Sanitary Wye	6	EA	$ 600.00	$ 3,600.00
3B	Core Existing Sewer Manhole for 8", 10", 12" or 15" Pipe	4	EA	$ 1,400.00	$ 5,600.00
4A	Construct Single Sewer Manhole (4-foot Dia) Including Invert (Water Street ONLY)	0	VF	$ 450.00	$ -
4B	Construct Sewer Manhole at Point Repair or Summit Manhole Location (4-foot Dia)	20	VF	$ 450.00	$ 9,000.00
4C	Find, Uncover and Raise Existing Sewer or Drain Casting to Grade	10	EA	$ 2,000.00	$ 20,000.00
4D	Connect New Sewer or Drain to Existing Structure using Existing Hole	10	EA	$ 1,000.00	$ 10,000.00
4E	Connect Existing Sewer Line or Drain to New Structure	10	EA	$ 1,500.00	$ 15,000.00
5A	ASTM No. 67 Stone	120	CY	$ 36.00	$ 4,320.00
5B	Temporary Bituminous Pavement Patch including 24" Crushed Gravel Base	100	SY	$ 130.00	$ 13,000.00
5C	Hot Bituminous Pavement (Permanent Binder and Wearing Courses)	200	TON	$ 400.00	$ 80,000.00
5D	Sawed Bituminous Pavement	1,000	LF	$ 4.00	$ 4,000.00
5E	Unclassified Excavation	120	CY	$ 80.00	$ 9,600.00
10A	Silt Sack	10	EA	$ 60.00	$ 600.00
12	Mobilization (1.85%)	1	LS	$ 18,500.00	$ 18,500.00
13	Uniformed Police Officers	1	ALLOW	$ 5,680.00	$ 5,680.00
14	Flaggers	200	HR	$ 30.00	$ 6,000.00
15	Maintenance of Traffic (0.62%)	1	LS	$ 6,200.00	$ 6,200.00
16	Allowance for Unanticipated Hazardous Materials		ALLOW	$ -	$ -
19	Message Board	10	WEEK	$ 450.00	$ 4,500.00
20A	Test Pit (0' to 9' Depth)	5	EA	$ 4,000.00	$ 20,000.00
20B	Test Pit (>9' to 15' Depth)	5	EA	$ 8,000.00	$ 40,000.00
21	Bracing of Existing Utility Poles	10	HRS	$ 200.00	$ 2,000.00
22	Vacuum Truck	10	HRS	$ 450.00	$ 4,500.00
	Change Order #1 (No Cost)				$ -
23	Reset Granite Curb	100	LF	$ 55.00	$ 5,500.00
24	Loam & Seed (6-Inch Depth)	100	SY	$ 130.00	$ 13,000.00
25	3-Inch Bituminous Sidewalk Incl. 6" Gravel Base	100	SY	$ 135.00	$ 13,500.00
26	6-Inch Reinforced Concrete Sidewalk Incl. 6" Gravel Base (1 Panel incl. Temp Asphalt)	30	SY	$ 350.00	$ 10,500.00
27	6-Inch Reinforced Concrete Sidewalk (2 to 5 Panels incl. Temp Asphalt)	10	SY	$ 250.00	$ 2,500.00
28	6-Inch Reinforced Concrete Sidewalk (6 Panels or more incl. Temp Asphalt)	10	SY	$ 200.00	$ 2,000.00
29	Construct or Reconstruct SMH Brick Invert (Incl. Removal of Existing Pipe inside SMH)		EA	$ 2,100.00	$ -
	Change Order #2 (No Cost)				$ -
30	Furnish and Install 12" Drain Pipe (HP Storm) 0' to 9' Depth	250	LF	$350.00	$ 87,500.00
31	Furnish and Install 15" Drain Pipe (PVC-SDR35) 0' to 9' Depth	200	LF	$450.00	$ 90,000.00
32	Furnish and Install 15" Drain Pipe (RCP) 0' to 9' Depth	200	LF	$450.00	$ 90,000.00
33	Funish and Install Sewer Manhole (4-foot Dia) 0' to 10' Depth (Incl Brick Invert)	20	VF	$700.00	$ 14,000.00
34	Funish and Install Catch Basin (4-foot Dia) 0' to 9' Depth	20	VF	$450.00	$ 9,000.00
35	Remove 2- Existing 12-inch RCP Pipe and Existing CB		LS	$1,200.00	$ -
36	Furnish and Install Bituminoius Curbing (Cape Cod Berm)	100	LF	$40.00	$ 4,000.00
37	#67 Stone	150	CY	$36.00	$ 5,400.00
38	Remove and Reinstall Existing Mailbox		LS	$100.00	$ -
39	By-Pass Pumping	10	DAY	$2,000.00	$ 20,000.00
40	Replace 3-Foot Diameter Canadian Yew Shurbs		EA	$120.00	$ -
				CHANGE ORDER No. 7 - Total	**$ 1,000,000.00**

Proposed amendments made at Committee on Infrastructure 6/1/26

R-26-037

RESOLUTION

AUTHORIZING DEED WAIVERS FOR CERTAIN PROPERTIES

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

WHEREAS, RSA 80:76 sets forth the procedure for conveying tax deeded properties to the City;

WHEREAS, pursuant to RSA 80:76 II the governing body may refuse to accept a deed when "acceptance would subject the municipality to potential liability as an owner of property under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq., RSA 147-A and 147-B, and any other federal or state environmental statute which imposes strict liability on owners for environmental impairment of the real estate involved;"

WHEREAS, pursuant to RSA 80:76 II-a, the governing body may refuse to accept a deed whenever in its judgment "acceptance and ownership of the real estate would subject the municipality to undesirable obligations or liability risks, including obligations under real estate covenants or obligations to tenants, or for any other reason would be contrary to the public interest. Such a decision shall not be made solely for the private benefit of a taxpayer;" and

WHEREAS, the City has identified properties eligible for tax deed, however, acceptance of ownership would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED that the Tax Collector is hereby directed not to execute a tax deed on the properties listed in **Exhibit A** attached hereto; pursuant to RSA 80:76 III, the Board may revisit this decision at any time and may later direct the Tax Collector to issue a deed for the property subject to this directive.

This resolution shall take effect immediately upon its passage.

City of Nashua NH **Exhibit A**

2023 Tax Levy

Properties to be Waived for Tax Deed

DEED DATE: MAY 26, 2026

Property Address	PID	Map/Lot/Block	Property Type	2025 Assessed Value	Total Outstanding Bal	Waiver Reason
7 Gary St - Rodgers	00001932	0000D/00107	Manufactured Home	115,600	$ 8,871.97	Liability Risk
11 Bangor St - Thornton	00004804	0000H/00031	Manufactured Home	204,400	$ 11,586.93	Liability Risk
8 Meadow Ln - Jensens	00006756	0000D/00139	Manufactured Home	76,600	$ 16,211.22	Liability Risk
17 Ridgefield Dr - Jensens	00009496	0000D/00051	Manufactured Home	73,600	$ 1,622.43	Liability Risk
9 Eric Ave - Rodgers	00010856	0000D/00019	Manufactured Home	90,100	$ 6,426.13	Liability Risk
10 Shawn Ave - Rodgers	00011860	0000D/00019	Manufactured Home	163,700	$ 14,337.58	Liability Risk
16 Shawn Ave Rodgers	00012216	0000D/00019	Manufactured Home	76,300	$ 22,939.63	Liability Risk
11 Leewood Trl - Jensens	00015244	0000D/00051	Manufactured Home	142,300	$ 8,370.45	Liability Risk
49 Chickie St - Pitarys	00018094	0000D/00063	Manufactured Home	143,700	$ 53,221.38	Liability Risk
15 Birch Ridge Trl - Jensens	00019848	0000D/00139	Manufactured Home	270,900	$ 20,482.23	Liability Risk
17 Perham St	00019966	0046/00005	Single Fam	380,900	$ 98,104.30	Liability Risk
88 Linwood St	00022538	0103/00257	Single Fam	408,400	$ 23,693.26	Liability Risk
515 West Hollis St	00024826	0000E/01381	Land	214,600	$ 65,762.83	environmental impairement
8 Riverside Cir - Jensens	00025424	0000D/00139	Manufactured Home	106,900	$ 6,916.11	Liability Risk
4 Stanwood Dr - Thornton	00028032	0000H/00031	Manufactured Home	124,900	$ 1,780.58	Liability Risk
3 Sunrise Trl Jensens	00028734	0000D/00139	Manufactured Home	96,300	$ 2,701.25	Liability Risk
29 Ferry Rd	00029698	0058/00007	Single Fam	388,400	$ 18,824.36	Liability Risk
43 Ridgefield Dr Jensens	00033618	0000D/00051	Manufactured Home	70,100	$ 7,462.51	Liability Risk
17 Lunar Ln - Rodgers	00040496	0000C/00029	Manufactured Home	155,900	$ 19,564.98	Liability Risk
9 Louisburg Sq U-6	00041195	0000A/00508	Condo	284,200	$ 9,834.10	Undesirable Obligations
55 Lake St U-B-2	00042123	0099/00030	Comml Condo	56,500	$ 12,649.67	Liability Risk
55 Lake St U-B-3	00042124	0099/00030	Comml Condo	38,100	$ 8,916.24	Liability Risk
55 Lake St U-B-6	00042127	0099/00030	Comml Condo	70,100	$ 14,516.20	Liability Risk
82 Stillwater Dr U-139	00044694	0000B/00019	Condo	411,300	$ 15,053.84	Liability Risk
L White Oak Dr	00049560	0000H/00631	land	18,500	$ 3,951.91	environmental impairement
L White Oak Dr	00049561	0000H/00631	land	18,000	$ 3,837.63	environmental impairement
62 Tanglewood Dr	00049793	0000D/00533	Single Fam	1,159,900	$ 455,186.15	Federal Litigation
8 Merrit Pkwy	00049658	0000C/02544	land	881,000	$ 42,341.98	Liability Risk
L Broad St	00050327	0000F/01435	land	17,200	$ 3,501.93	environmental impairement
L Normandy Way	00050401	0000F/01509	land	13,900	$ 3,137.26	environmental impairement
7 Shadycrest Dr - Jensens *	00050403	0000D/00051	Manufactured Home	259,600	$ 35,300.26	Liability Risk
25 Farmwood Dr	00051487	0000D/0051L	Manufactured Home	188,200	$ 78,648.96	Liability Risk
25 Ridgefield Dr	00051958	0000D/00051L	Manufactured Home	296,500	$ 17,083.15	Liability Risk
L RIVERTON AVE	00004558	0131/00061	land	12,700	$ 1,067.73	Environmental impairement
L CAMP AVE	00004560	0131/00064	land	13,100	$ 1,053.71	Environmental impairement
L CAMP AVE	00005470	0131/00067	land	31,700	$ 2,262.10	Environmental impairement
L CAMP AVE	00010138	0131/00121	land	37,800	$ 2,698.22	Environmental impairement
14 RIVERTON AVE	00011228	0131/00057	land	49,400	$ 3,407.55	Environmental impairement
L RIVERTON AVE	00014992	0131/00016	land	13,200	$ 1,058.20	Environmental impairement
L CAMP AVE	00017998	0131/00078	land	10,900	$ 909.84	Environmental impairement
L RIVERTON AVE	00021096	0131/00048	land	29,800	$ 2,176.21	Environmental impairement
L CAMP AVE	00021098	0131/00107	land	16,300	$ 1,260.00	Environmental impairement
L RIVERTON AVE	00025202	0131/00001	land	35,600	$ 2,512.36	Environmental impairement
L RIVERTON AVE	00030890	0131/00051	land	31,700	$ 2,301.60	Environmental impairement
L RIVERTON AVE	00030892	0131/00008	land	31,700	$ 2,301.60	Environmental impairement
L RIVERTON AVE	00033754	0131/00055	land	12,700	$ 1,028.23	Environmental impairement
L CAMP AVE	00050204	0131/00126	land	14,100	$ 1,118.66	Environmental impairement
L CAMP AVE	00050205	0131/00077	land	12,700	$ 1,028.23	Environmental impairement
L CAMP AVE	00050206	0131/00112	land	15,400	$ 1,202.09	Environmental impairement
L RIVERTON AVE	00051213	0131/00056	land	12,700	$ 1,028.23	Environmental impairement
L RIVERTON AVE	00051214	0131/00002	land	38,100	$ 2,677.25	Environmental impairement
L RIVERTON AVE	00051215	0131/00003	land	38,100	$ 2,677.25	Environmental impairement
L RIVERTON AVE	00051216	0131/00004	land	38,100	$ 2,677.25	Environmental impairement
L RIVERTON AVE	00051217	0131/00005	land	38,100	$ 2,677.25	Environmental impairement
L RIVERTON AVE	00051218	0131/00006	land	38,100	$ 2,677.25	Environmental impairement
128 EAST GLENWOOD ST	00051219	0131/00007	land	75,600	$ 5,225.38	Environmental impairement
L CAMP AVE	00051220	0131/00079	land	11,900	$ 974.79	Environmental impairement
L RIVERTON AVE	00051221	0131/00017	land	12,200	$ 995.77	Environmental impairement
L RIVERTON AVE	00051222	0131/00018	land	12,000	$ 981.78	Environmental impairement

City of Nashua NH
2023 Tax Levy
Properties to be Waived for Tax Deed
DEED DATE: MAY 26, 2026

Exhibit A

Property Address	PID	Map/Lot/Block	Property Type	2025 Assessed Value	Total Outstanding Bal	Waiver Reason
L RIVERTON AVE	00051223	0131/00019	land	11,900	$ 974.79	Environmental impairement
L RIVERTON AVE	00051224	0131/00020	land	11,700	$ 963.30	Environmental impairement
L RIVERTON AVE	00051225	0131/00021	land	11,700	$ 960.80	Environmental impairement
L RIVERTON AVE	00051226	0131/00022	land	11,500	$ 949.32	Environmental impairement
L RIVERTON AVE	00051227	0131/00023	land	11,500	$ 949.32	Environmental impairement
L RIVERTON AVE	00051228	0131/00024	land	11,500	$ 949.32	Environmental impairement
L RIVERTON AVE	00051229	0131/00025	land	11,600	$ 956.31	Environmental impairement
L RIVERTON AVE	00051230	0131/00026	land	11,600	$ 956.31	Environmental impairement
L RIVERTON AVE	00051231	0131/00027	land	11,700	$ 963.30	Environmental impairement
L RIVERTON AVE	00051232	0131/00009	land	31,700	$ 2,301.60	Environmental impairement
L RIVERTON AVE	00051233	0131/00010	land	31,700	$ 2,301.60	Environmental impairement
L RIVERTON AVE	00051234	0131/00011	land	31,700	$ 2,301.60	Environmental impairement
L RIVERTON AVE	00051235	0131/00012	land	31,900	$ 2,273.60	Environmental impairement
L RIVERTON AVE	00051236	0131/00013	land	12,800	$ 1,035.23	Environmental impairement
L RIVERTON AVE	00051237	0131/00014	land	10,800	$ 902.83	Environmental impairement
L RIVERTON AVE	00051238	0131/00015	land	12,100	$ 988.77	Environmental impairement
L RIVERTON AVE	00051239	0131/00052	land	31,700	$ 2,262.10	Environmental impairement
L RIVERTON AVE	00051240	0131/00053	land	12,700	$ 1,028.23	Environmental impairement
L RIVERTON AVE	00051241	0131/00054	land	12,700	$ 1,028.23	Environmental impairement
L CAMP AVE	00051242	0131/00122	land	37,500	$ 1,875.72	Environmental impairement
L CAMP AVE	00051243	0131/00123	land	36,900	$ 3,306.41	Environmental impairement
L CAMP AVE	00051244	0131/00125	land	14,200	$ 1,489.86	Environmental impairement
L RIVERTON AVE	00051246	0131/00063	land	12,600	$ 1,021.24	Environmental impairement
L CAMP AVE	00051247	0131/00065	land	12,700	$ 1,028.23	Environmental impairement
L CAMP AVE	00051248	0131/00066	land	12,700	$ 1,028.23	Environmental impairement
L CAMP AVE	00051249	0131/00127	land	14,800	$ 1,165.11	Environmental impairement
L CAMP AVE	00051250	0131/00068	land	31,700	$ 2,262.10	Environmental impairement
L CAMP AVE	00051251	0131/00069	land	31,700	$ 2,262.10	Environmental impairement
L CAMP AVE	00051252	0131/00070	land	31,700	$ 2,262.10	Environmental impairement
L CAMP AVE	00051253	0131/00108	land	16,300	$ 1,260.00	Environmental impairement
L CAMP AVE	00051254	0131/00109	land	16,300	$ 1,260.00	Environmental impairement
L CAMP AVE	00051255	0131/00110	land	16,300	$ 1,260.00	Environmental impairement
L CAMP AVE	00051256	0131/00111	land	16,300	$ 1,260.00	Environmental impairement
L CAMP AVE	00051257	0131/00113	land	17,000	$ 1,303.99	Environmental impairement
L CAMP AVE	00051258	0131/00114	land	15,800	$ 1,227.56	Environmental impairement
L CAMP AVE	00051259	0131/00115	land	39,400	$ 2,760.66	Environmental impairement
L CAMP AVE	00051260	0131/00116	land	39,200	$ 2,749.15	Environmental impairement
L CAMP AVE	00051261	0131/00117	land	38,900	$ 2,728.17	Environmental impairement
L CAMP AVE	00051262	0131/00118	land	38,700	$ 2,716.71	Environmental impairement
L CAMP AVE	00051263	0131/00119	land	38,500	$ 2,702.20	Environmental impairement
L CAMP AVE	00051264	0131/00120	land	38,200	$ 2,684.23	Environmental impairement
L RIVERTON AVE	00051265	0131/00049	land	16,800	$ 1,292.46	Environmental impairement
L RIVERTON AVE	00051266	0131/00050	land	31,700	$ 2,262.10	Environmental impairement

Land	75
Manufactured Homes	18
Single Family	4
Condos	5
Total	102

PROPOSED AMENDMENTS MADE AT COMMITTEE ON INFRASTRUCTURE 5/27/26

O-26-009

ORDINANCE

RELATIVE TO FLAGPOLES ON CITY HALL GROUNDS

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

The City of Nashua ordains that Part I "Administrative Legislation", Chapter 5 "Administration of Government", Part I "General Provision" Article I "Miscellaneous Provision" Section 5-4 "City lands and buildings" of the Nashua Revised Ordinances, as amended, be hereby further amended by adding the new underlined language and deleting the struck through language as follows:

"§ 5-4. City lands and buildings.

...

I. The flagpoles on City Hall grounds, including the four on the plaza in front of City Hall, are exclusively controlled by city government. ~~The City shall determine what flags will be flown and during what time periods and does not seek input from any other sources.~~ The City shall fly only the following flags on the poles on the plaza in front of City Hall: the United States of America flag, the "Betsy Ross" 13-Star United States of America flag, the State of New Hampshire flag, the POW-MIA flag, and, if and when the City adopts a flag, the City of Nashua flag. The flagpoles are not for use by the public or any private individuals or entities for expression but are solely for city government to convey messages it chooses. The term "citizens flagpole" is disavowed and shall not be used by any city employee to refer to any flagpole on City Hall grounds. Such flagpoles are not public fora. To the extent any such flagpole has ever been a public forum or a limited public forum, the forum is closed.

R-26-041

RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF EDUCATION AND THE NASHUA TEACHERS' UNION, LOCAL 1044, AFT, AFL-CIO, UNIT C, SECRETARIES FROM JULY 1, 2026 THROUGH JUNE 30, 2029

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that the cost items of the attached collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO, Unit C, Secretaries are approved. The collective bargaining agreement covers the period from July 1, 2026 through June 30, 2029.

LEGISLATIVE YEAR 2026

RESOLUTION: **R-26-041**

PURPOSE: **Approving the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO, Unit C, Secretaries from July 1, 2026 through June 30, 2029**

ENDORSERS: **Alderman Richard A. Dowd**

COMMITTEE ASSIGNMENT: **Budget Review Committee**

FISCAL NOTE: **The cost analysis is attached.**

ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO, Unit C, Secretaries. The agreement has a term of three years, from July 1, 2026 through June 30, 2029. 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).

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

By: Dawn K. Enright

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

By: Dorothy Clarke

Date: 29 May 2026

City of Nashua, School Department
Clerical Contract Analysis

Line No.	Description	General Fund Base FY 2026	Various % Increases FY 2027	FY 2028	FY 2029
1	Number of Employees in Analysis	68	68	68	68
2	Base Salary Increases		**4.00%**	**3.00%**	**3.00%**
3					
4	**Base Pay Calculations**				
5	Base Pay Calculations	$ 2,437,810	$ 2,535,322	$ 2,626,480	$ 2,761,216
6	Step Increase	-	14,658	54,313	28,973
7	**Total Base Pay**	**$ 2,437,810**	**$ 2,549,980**	**$ 2,680,793**	**$ 2,790,189**
8	**$ Change over Prior Year**		**$ 112,170**	**$ 130,812**	**$ 109,397**
9	**Real Annual % Increase over Prior Year**		**4.60%**	**5.13%**	**4.08%**
10					
11	**Other Salary Costs**				
12	Longevity	$ 20,630	$ 21,920	$ 23,210	$ 24,500
13	Additional Hours	5,000	5,000	5,000	5,000
14	Educational Benefits	5,000	5,000	5,000	5,000
15	**Total Other Salary Costs**	**$ 30,630**	**$ 31,920**	**$ 33,210**	**$ 34,500**
16	**$ Change over Prior Year**		**$ 1,290**	**$ 1,290**	**$ 1,290**
17	**Real Annual Increase over Prior Year**		**4.21%**	**4.04%**	**3.88%**
18					
19	**Total Base Pay and Other Salary Costs**	**$ 2,468,440**	**$ 2,581,900**	**$ 2,714,003**	**$ 2,824,689**
20	**$ Change over Prior Year**		**$ 113,460**	**$ 132,102**	**$ 110,687**
21	**% Change over Prior Year**		**4.60%**	**5.12%**	**4.08%**
22					
23					
24	**Retirement Costs**				
25	Pension (Group I Employees (12.75% FY 2026-2030)	$ 314,089	$ 328,555	$ 345,398	$ 359,510
26	FICA and Medicare @ 7.65%	188,453	197,133	207,239	215,706
27	**Total Retirement Costs**	**$ 502,542**	**$ 525,688**	**$ 552,637**	**$ 575,217**
28	**$ Change over Prior Year**		**$ 23,146**	**$ 26,949**	**$ 22,580**
29	**% Change over Prior Year**		**4.61%**	**5.13%**	**4.09%**
30					
31	**Insurance Benefit Costs**				
32	Medical Insurance Benefits (12% increase all 4 years)	$ 725,000	$ 812,000	$ 909,440	$ 1,018,573
33	Less Employee Contributions to Medical (assumes 20%)	(145,000)	(162,400)	(181,888)	(203,715)
34	**Subtotal Medical costs**	**$ 580,000**	**$ 649,600**	**$ 727,552**	**$ 814,858**
35	Dental Insurance Benefits (3% increase FY 2026-2030)	30,000	30,900	31,827	32,782
36	Vision	1,500	1,515	1,530	1,545
37	Life Insurance Benefits	14,442	14,442	14,442	14,442
38	**Total Insurance Benefits**	**$ 625,942**	**$ 696,457**	**$ 775,351**	**$ 863,628**
39	**$ Change over Prior Year**		**$ 70,515**	**$ 78,894**	**$ 88,276**
40	**% Change over Prior Year**		**11.27%**	**11.33%**	**11.39%**
41					
42	**Total Costs**	**$ 3,596,924**	**$ 3,804,045**	**$ 4,041,990**	**$ 4,263,534**
43	**$ Change over Prior Year/Average**		**$ 207,121**	**$ 237,945**	**$ 221,543**
44	**% Change over Prior Year/Average**		**5.76%**	**6.26%**	**5.48%**
45					
46	**Average Annual Total Compensation Package**	**$ 52,896**	**$ 55,942**	**$ 59,441**	**$ 62,699**
47	**Average Annual Increase per Employee**		**$ 3,046**	**$ 3,499**	**$ 3,258**
48	**Average Percentage Increase per Employee**		**5.76%**	**6.26%**	**5.48%**
49					
50	**Notes:**				
51	**We have agreed to move 5 clerical positions from this union into non-unaffiliated**				
	In year 2 of the contract, the Clerical union has now increased from 5 steps to 9 steps				

UNIT C

Secretaries

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA TEACHERS UNION

Local 1044, AFT, AFL-CIO

July 1, ~~2022~~2026

Through

June 30, ~~2026~~2029

~~Signature Approval Date:___________________~~

NASHUA BOARD OF EDUCATION

Jennifer Bishop, President
~~Regan Lamphier~~Heather Raymond, Clerk
~~Jessica Brown~~
~~Neil Claffey~~
~~Christina Darling~~
~~Paula Johnson~~
~~Dorothy Oden~~
~~Heather Raymond~~
Sharon Giglio
Rob Johnson
Regan Lamphier
Jaimeika Lewis
Shewanda Lopez
Kirstin Prinn
Santosh Salvi

NEGOTIATING COMMITTEE/RESOURCE PEOPLE

Dr. Mario Andrade, Superintendent
~~Daniel Donovan III~~Krystal De Gray, Chief Operating Officer
~~Brittany Duffy~~Michael Bowse, Director of Human Resources
Tina Avelar, Business Manager
Jennifer Bishop, Board of Education
~~Neil Claffey~~Santosh Salvi, Board of Education
Thomas Closson, Attorney

NASHUA TEACHERS' UNION

~~Adam Marcoux~~Gary Hoffman, President
Adam Marcoux~~Gary Hoffman~~, Vice President
Patrick Johnson, Secretary
Stacy Gingras, Treasurer
~~Michelle Quadros~~Walter Freeman, Member-at-Large
Patricia Gagnon, Member-at-Large
Wendy Stough~~Stephanie Keating-Bayrd~~, Member-at-Large

NEGOTIATING TEAM
~~Adam Marcoux~~Gary Hoffman
~~Ann Gauthier~~Cheri Gaudette
Allison Lynn
Kendra Mansfield
~~Shantel Gosselin~~
~~Christine Holden~~
~~Allison Lynn~~
~~Kimberly Palmer~~

Terri Donovan, Attorney, AFT-NH, AFT, AFL-CIO

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AGREEMENT

Unit C AGREEMENT made between the Nashua Board of Education (hereinafter called the "BOARD") and the Nashua Teachers Union, Local 1044, American Federation of Teachers, AFL-CIO (hereinafter called the "UNION"), dated:______________________________________.

ARTICLE I
RECOGNITION

1:1 The "Board" recognizes the Nashua Teachers Union as the exclusive representative for the purpose of collective bargaining for "Unit C" concerning wages, hours and other terms of employment of all employees in Unit C as included herein: secretaries, ~~accountants, bookkeepers,~~ clerks, and receptionists, ~~administrative assistants and procurement personnel~~, or who qualify for Schedule I~~-~~, Schedule II or Schedule III, in the Nashua School District as certified by the New Hampshire Public Employees Labor Relations Board, EXCLUDING executive secretary to Superintendent, secretary to Superintendent, Schedule I ~~secretaries~~ secretary to the Assistant Superintendents, secretary to the Chief Operating Officer; Human Resources employees; secretary to the Director of ELL, Business Office staff (3), Special Education Office secretaries (2); and two (2) Payroll employees assigned to Central Office.

1:2 Upon individually written authorization by each employee and approval by the Union President, the District agrees to deduct from each employee so authorized, the current monthly Union dues, as certified to the District by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction is to be made weekly, 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 week. Deductions will commence no later than the fourth pay period following the date the authorization form is filed with the District.

The form of the authorization is shown as Appendix B to this Agreement. The District will recognize all voluntary dues deduction authorizations provided before the execution of this agreement. Employees will be able to revoke their authorization only between September 1st and September 15th of any year.

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

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

The Union will hold the District harmless from any disputes between the Union and its members relative to the deduction of dues. The District shall have no obligation to collect dues beyond the weekly deduction. The Union agrees in return for itself and its members that they will individually and collectively perform loyal and efficient work and service and use their influence and best efforts to promote and advance the interest of the taxpayers of the Nashua School District.

1:3 All members of the bargaining unit will be provided all the wages and benefits provided under this Agreement, and shall retain all rights guaranteed to them under the provisions of RSA 273-A.

ARTICLE II
DEFINITIONS

2:1 The term "work place" means a school, or the administration office.

The term "school" means any work location, or functional division maintained by the BOARD where instruction is offered to the children of Nashua.

2:2 The term "Principal" means the responsible head of a respective school.
The term "Supervisor" means the person to whom an employee in the administration building is responsible as shown on the organizational chart of the District.

2:3 The term "Teachers' Union Representative", as used in this Agreement, shall mean any duly authorized designee of the Federation.

2:4 Whenever the singular is used in this Agreement, it is to include the plural where the context clearly so indicates.

2:5 The term "employee", as used in this Agreement, means any member of the Bargaining Unit who has successfully completed the probationary period. The rights of Bargaining Unit members, who have not completed the probationary period, are set forth in Article 8:3.

2:6 The probationary period shall be 90 calendar days of active employment as an employee as defined herein.

2:7 The term "active employment", as used in this Agreement, shall mean actual time physically present on the job together with any authorized paid leave granted pursuant to this Agreement.

2:8 The term "seniority", as used in this Agreement, shall mean accrued time in active employment as defined in 2:7. In the event of authorized unpaid leave, suspension, or layoff, the employee shall retain such seniority as was accrued on the date of the authorized unpaid leave, suspension, or layoff upon return to active employment, but shall commence further accrual only upon such return and shall not accrue seniority during such leave, suspension, or layoff period. In the event of retirement, resignation, or discharge, the employee shall lose all seniority.

2:9 Schedule I and~~,~~ Schedule II ~~and Schedule III~~ employees are defined in Article 7:6.

2:10 The term "compensatory time", as used in this agreement, shall mean authorized time off which an employee may receive in lieu of overtime pay.

ARTICLE III
GRIEVANCE PROCEDURE

Grievance and Arbitration Procedures

3:1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve an alleged violation of a term or provision of the existing contract.

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

3:2-1 All grievances over which a principal or supervisor has no jurisdiction shall be submitted directly to the Chief Operating Officer within thirty (30) school days after the aggrieved party knows or should have known of the act or condition on which the grievance is based. Submission at any level within that thirty-school day period shall establish the timeliness of the grievance.

3:3 Step 1

Any employee who has a grievance shall, with or without the employee's union representative, discuss it first with the employee's principal or supervisor in an attempt to resolve the matter at that level.

3:4 Step 2

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

a. The specific nature of the grievance and the date it occurred;
b. The provision(s) of this Agreement which is alleged to have been violated;
c. The nature and extent of the injury, loss or inconvenience;
d. The results of previous discussions;
e. The basis for dissatisfaction with the decisions previously rendered;
f. The remedy which is desired.

The grievance shall be signed by the aggrieved employee and union representative before being presented to the principal or supervisor in Step 2.

3:5 If the grievance is not received in writing by the principal or 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. An alleged waiver will be subject to arbitration pursuant to the provision of this Article. The principal or supervisor shall act upon the grievance within five (5) school days after receipt at Step 2 and shall communicate the decision in writing to the UNION.

~~3:6 Step 3~~

~~If the issue is not resolved after Step 2, the grievance shall, within five (5) school days after receipt of the principal's or supervisor's decision, be submitted to the Chief Operating Officer. The Chief Operating Officer shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate the decision in writing to the UNION.~~

3:~~7~~6 Step ~~4~~3

If the issue is not resolved after Step ~~3~~2, the grievance shall, within five (5) school days after receipt of the decision, be submitted to the Superintendent. The Superintendent shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate the decision in writing to the UNION.

3:~~8~~7 Step ~~5~~4

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

3:~~9~~ 8 Failure at any step of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the specified time limits, shall be deemed to be acceptance of the decision rendered at that step.

3:~~10~~9 It is understood that employees 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.

3:~~11~~10 Aggrieved persons may be represented at all stages of the grievance procedure by themselves and by a representative selected or approved by the Nashua Teachers' Union.

3:~~12~~11 When a grievant in Step 1 is not represented by the Nashua Teachers' Union in the processing of a grievance, the Nashua Teachers' Union shall, at the time of submission of the grievance at Step 2, have the right to be present and present its position in writing at all meetings, with the grievant, held concerning the grievance and shall receive a copy of decisions rendered.

3:~~13~~12 If a grievance involving the interpretation or application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure above, then the UNION may submit such grievance to arbitration by giving written notice thereof to the BOARD not later than two (2) school weeks after the completion of Step 5. The grievance shall be considered as having been settled in Step 5, unless it is so submitted to arbitration within such time limit.

3:~~14~~13 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 UNION to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining, of said Association, applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement.

3:~~15~~14 Each grievance shall be separately processed in any arbitration proceeding under this Article.

3:~~16~~15 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

3:~~17~~16 The Arbitrator selected will confer with representatives of the BOARD and the UNION. The arbitrator will set forth findings, in writing, and submit them to the BOARD and the UNION.

3:~~18~~17 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.

3:~~19~~18 The BOARD agrees that it will apply, to all substantially similar situations, the decision of an arbitrator sustaining a grievance**.** The UNION 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.

3:~~20~~19 The arbitrator's fee will be shared equally by both parties to the dispute.

3:~~21~~20 School Board Grievances
The School Board and its representatives (including the Superintendent, but excluding any other administrator) shall be entitled to file grievances against the UNION and its representatives involving the interpretation or application of a specific provision of this Agreement. Said grievance shall be submitted in writing to the UNION.

3:~~22~~21 If said grievances cannot be resolved between the BOARD and the UNION, the BOARD shall be entitled to submit them to arbitration. It shall give the UNION written notice thereof not later than two school weeks following the date when it has been determined that the grievance cannot be settled or resolved. If said notice is not given within the required time, the grievance will be considered as waived.

3:~~23~~22 If the grievance is not received by the UNION within thirty school days after the BOARD knows or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.

3:~~24~~23 Released Time

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

3:~~25~~24 Summer Timeliness

In the event that the processing of a grievance under Article III extends beyond the completion of the pupil school year, all time periods referred to in the above process then remaining shall be doubled and the reference shall be to business days or business weeks during that period between the end of one pupil school year and the beginning of the pupil school year next following.

ARTICLE IV
WAGE AND OTHER BENEFITS

4:1 Basic Wage Schedule

Employees shall receive written notification, until such time as this item becomes available electronically, between July 1st and July 15th of each contract year of their credited years of experience and their step on the contract schedule.

Wages will be paid in accordance with Appendix A.

~~Employees who were Grade III during the 2005-2006 school year and thus grand-fathered shall be placed on the schedule with credited years of experience and advanced a step if eligible.~~

Effective July 1, ~~2022~~2026, employees shall be paid in accordance with Appendix A and shall be placed on the Schedule (Appendix A) with credited years of experience and advanced a step on the schedule if eligible. Eligible employees will advance a step at the beginning of their sixth (6th), eleventh (11th), sixteenth (16th), and twenty-first (21st) years of credited experience. Pay rates shall be retroactive to July 1, ~~2022~~ 2026 and paid in full within 30 business days following signing of this agreement.

Effective July 1, ~~2023~~2027, employees shall be paid in accordance with Appendix A and shall be placed on the Schedule (Appendix A) with credited years of experience and advance a step on the schedule, if eligible. Eligible employees will advance a step at the beginning of their ~~sixth~~ third (~~6th~~3rd), sixth (6th), ninth (9th), eleventh (11th), fourteenth (14th), sixteenth (16th), nineteenth (19th), and twenty-first (21st) years of credited experience.

Effective July 1, ~~2024~~2028, employees shall be paid in accordance with Appendix A and shall be placed on the Schedule (Appendix A) with credited years of experience and advance a step on the schedule, if eligible. Eligible employees will advance a step at the beginning of their ~~sixth (6th), eleventh (11th), sixteenth (16th), and twenty-first (21st) years of credited experience.~~ sixth (6th), ninth (9th), eleventh (11th), fourteenth (14th), sixteenth (16th), nineteenth (19th), and twenty-first (21st) years of credited experience.

~~Effective July 1, 2025, employees shall be paid in accordance with Appendix A and shall be placed on the Schedule (Appendix A) with credited years of experience and advanced a step on the schedule if eligible. Eligible employees will advance a step at the beginning of their sixth (6th), eleventh (11th), sixteenth (16th), and twenty-first (21st) years of credited experience.~~

Employees who are hired between July 1st and December 31st shall be credited with a year of service the following July 1st. Employees hired between January 1st and June 30th shall not be eligible for a credited year of service until the July 1st of the following calendar year.

New employees may be granted up to three (3) years of creditable service for the purpose of placement and advancement on steps, based on prior work or educational experience directly relevant to a secretarial position. The determination of creditable service will be made administratively upon hiring. An individual who qualifies for three (3) years of creditable service will be hired on Step 1. Employees shall have only one year from their date of hire to challenge his/her years of credited experience. Employees hired before July 1, 2015, shall have until June 30, 2016, to challenge his/her years of experience.

Employees who have qualified for the $.30 hourly salary differential on or before July 1, 2007 shall be grand-fathered and continue to receive the differential without the requirement of any further staff development.

Shift Differential

The Adult Education Secretary shall be compensated at the rate of an additional fifty-cents ($.50) per hour above her/his regular rate of pay for all hours or any portion thereof for time worked as part of their regular work schedule that fall between 5pm and 5am.

4:2 Overtime/Compensatory Time

1. Time worked in excess of eight (8) hours in any single workday, or in excess of forty (40) hours in any single work week will be paid at the rate of one and one-half (1 ½) the employee's regular rate of pay.

~~1. Time worked in excess of 7 ½ hours in any work days or 37 ½ hours in any work week shall be paid at the rate of time and one-half.~~

~~Effective July 1, 2022, time worked in excess of 7 ¾ (7 hours, 45 minutes) hours in any work days or 38 ¾ (38 hours, 45 minutes) hours in any work week shall be paid at the rate of time and one-half.~~

~~Effective July 1, 2024, time worked in excess of 8 hours in any work days or 40 hours in any work week shall be paid at the rate of time and one-half.~~

2. With the prior approval of their supervisor at the time overtime is worked, employees may elect to accrue compensatory time off at the rate of time and one-half in lieu of paid overtime up to a maximum of one (1) week (37 ½ hours, effective July 1, 2022, 38 ¾ hours; effective July 2024, 40 hours). Any use of such approved compensatory time must have the prior approval of the employee's supervisor and such use shall be at the employee's discretion. It shall be the employee's option whether or not to utilize sick, personal, vacation or compensatory leave. Approval of such leave shall not be unreasonably withheld.

3. Upon separation from employment, an employee shall be paid compensatory time up to the maximum of one (1) week.

4. Paid holidays, but no other leave, occurring during the work week shall be counted as time worked for the purpose of determining the straight time hours. An employee may be required to work overtime when so directed by the building principal or supervisor. Employees, who are called back to work after normal working hours by their supervisors, shall be compensated at time and one-half rate for time spent with a minimum of three hours.

5. Overtime for the following special projects and assignments at each of the high schools shall be offered on an equitable and rotating basis within each building according to a seniority list maintained by the Union. If an employee is offered overtime and declines, the overtime

is offered to the next person; the list is followed from that name forward until the list has been completed at which time the beginning of the list will be utilized in the same rotating basis. Special projects and assignments shall be those tasks that are not linked uniquely to particular positions and shall be limited to the following: changing locker combinations, graduation ceremony (1 each year at each high school), scholarship/awards night (1 each year for each high school), open houses (2 each year for each high school), parent conferences (2 each year at each high school) and bulk mailing, or special projects or assignments as deemed necessary by the building principal. The NTU President or designee(s) shall be responsible for maintenance of this overtime list and distribution of assignments.

6. In all elementary and middle schools, at the discretion of the building principal (or his/her designee), secretaries shall have the opportunity to work the following events at their respective schools and be paid or given comp time, (the employee's choice) at overtime rates; parent-teacher conference evenings, Open Houses, and where applicable, kindergarten registrations. This will be done on an equitable and rotating basis within each school, according to a seniority list at each school, maintained by the Union. If an employee is offered overtime and declines, the overtime is offered to the next person on the list. The list will be followed until it has been completed and returns to the most senior employee.

~~4:3 Anniversary Date~~

~~For purposes of this Article, July 1 will be the anniversary date for all employees. For purposes of wage payment, except as otherwise provided, employees will receive a wage increase each July 1.~~

4:~~4~~ 3 Method of Payment of Compensation

1. All employees shall be paid weekly on the basis of the number of hours worked since the last payment date.

2. Pay checks for paper pay stubs shall normally be received at the employee's work location on Thursday. Employees who receive electronic deposits will no longer have a paper copy of the paystub. The paystub will be emailed to staff. Employees who receive paper checks will still be provided with paper paystubs.

4:~~5~~4 Holidays

1. Schedule I employees shall be entitled to the following holidays with pay provided the probationary period has been completed:

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

2. Schedule II employees shall be entitled to the following holidays, with pay, provided the probationary period has been completed:

Labor Day	New Year's Day
Columbus/Indigenous Peoples' Day	Veterans' Day
Thanksgiving	Martin Luther King Day
Day After Thanksgiving	Memorial Day
Christmas Day	
Day Before Thanksgiving	

July 4th is payable at the amount of four (4) hours times the employee's hourly rate~~.~~

~~3. Schedule III employees working a regular schedule of 1080 or more hours per fiscal year are entitled to:~~

~~Indigenous Peoples' Day~~
~~Day Before Thanksgiving~~
~~Thanksgiving~~
~~Day After Thanksgiving~~
~~Christmas Day~~
~~New Year's Day~~
~~Memorial Day~~
~~With pay, provided the probationary period has been completed, payable at the amount of their regular daily pay.~~

In order to qualify for pay on an unworked holiday, an employee must work on the last scheduled work day prior to the day the holiday is observed, and the first scheduled work day subsequent to the day on which the holiday is observed, unless on paid leave that was authorized 48 hours prior to the beginning of the holiday/holiday weekend or the employee presents a note from a qualified medical professional verifying the reason for using sick leave hours.

4:~~6~~5 Vacations

Vacation leave for Schedule I and II employees shall be accrued on the basis of the number of months in active employment up to the following amounts.

Accruals shall commence with date of hire.

1. Schedule I and Schedule II employees shall accrue vacation leave according to the following, commencing with the date of employment, but shall not be entitled to vacation leave pay until they have satisfactorily completed the probationary period and provided they are in the active employment of the District. Vacation benefits shall not be paid retroactively.

   For employees hired on or after July 1, 2019:

Up to five (5) full years seniority	10 days
Upon completion of five (5) full years seniority	15 days
Upon completion of nine (9) full years seniority	20 days

   For employees hired prior to July 1, 2019:

Up to five (5) full years seniority	10 days
Upon completion of five (5) full years seniority	15 days
Upon completion of nine (9) full years seniority	20 days
Upon completion of fifteen (15) full years seniority	21 days
Upon completion of sixteen (16) full years seniority	22 days
Upon completion of seventeen (17) full years seniority	23 days
Upon completion of eighteen (18) full years seniority	24 days
Upon completion of nineteen (19) full years seniority	25 days

   Any accrued vacation days(s) in excess of the maximum accrual not used during the previous contract year must be used by August 31st of the current year or the day(s) shall be forfeited. The July and August accruals do not count towards the maximum cap calculation.

2. No employee shall be allowed more than fifteen (15) days' vacation in succession, at any time, unless this requirement is waived by the principal or supervising administrator.

Employees with the greatest seniority shall have preference in selecting the times during which they wish to take their vacation. The principal or supervising administrator shall be notified, in writing, of such selection request by April 1 of each year. Employees may utilize their vacation leave at any time during the year if approved by the Administration and subject to the limitations in this paragraph. At the principal's discretion, an employee may be restricted from taking vacation leave during the ten working days preceding the pupil school year. The Superintendent or designee may alter the above vacation selection or schedule as District needs dictate.

3. No vacation leave or payments will be allowed, if an employee is discharged for just cause. In such event, there shall be no proration of accrued vacation payments. The District reserves the right to limit the number of employees to be on vacation during any one period. All vacation days shall be scheduled with the approval of the Superintendent or designee.

4. Any employee who resigns, is laid off, retires, or dies, shall be entitled to accrued vacation pay, in accordance with the eligibility requirements contained in this Agreement, prorated to the date the employment ceases. Any accrued vacation pay to which an employee may be entitled, on the date of the employee's death, will be paid to the employee's estate.

5. Schedule II employees will be paid on the basis of ~~6 ½~~7 hours times the employee's hourly rate for each day of annual leave used.

6. Employees shall have the option to utilize three (3) vacation days during one of the following: Christmas, Winter and Spring breaks.

4:~~7~~6 Longevity

1. Effective July 1, 2018, longevity will be paid on the first Thursday in January following the holiday recess to all Schedule I and~~,~~ Schedule II ~~and Schedule III~~ employees in the active employment of the District on the previous December 31 based on the following:

	Schedule I	Schedule II	~~Schedule III~~
After ten (10) years seniority	$750	$645	~~$375~~
After fifteen (15) years seniority	$1250	$1075	~~$625~~
After twenty (20) years seniority	$1750	$1505	~~$875~~

2. Seniority will be computed as of the employee's anniversary date occurring on or prior to December 31 in any calendar year. For an employee to receive the longevity payment paid in January of each year, the employee must be in the employ of the District until December 31st of the previous year. For example, the employee must work until December 31, 2021 for longevity payment scheduled in January 2022.

4:~~8~~7 Educational Benefits

A. For each fiscal year, the District agrees to provide the sum of $4,000 for the purpose of reimbursement of tuition cost for courses or workshops which are both directly related to the employee's job description and duties and of benefit to the District. One course or workshop per employee per semester shall be allowed with the approval of the Committee subject to the availability of funds within the above allowance. However, employees who have not been previously granted reimbursement in the same contract year shall be given preference. Requests for a second course or workshop may be granted by the Committee based on availability of funds. Reimbursement will be available to those who are actively employed, who make application for the benefits, and who have received the prior approval of a committee comprised of the Chief Operating Officer and two (2) NTU representatives appointed by the NTU President. The committee will function by receiving a copy of the request with the title and detailed description of the content for the course or workshop and make a determination as to whether or not it is directly related to the employee's job description and duties. Employees will be reimbursed 80% of the cost of tuition. Payment will be made on the furnishing of written evidence of satisfactory completion of the course or workshop.

The District agrees to pay one hundred percent of the tuition for courses or workshops which the employee is required, in writing, to take by the District. Travel and interim living expenses for such required courses or workshops will be reimbursed in accordance with existing Board policy levels. Funding for required courses or workshops will be provided separately from the above $4,000 available for tuition reimbursement.

B. Professional development activities provided by the District shall be scheduled to occur on Election Day and/or Presidents' Day. A joint Labor/Management Committee on Professional Development shall be formed with two members from NTU and two members from the District, to devise and develop professional development activities to all secretaries.

4:~~9~~8 Leave for Conferences and Workshops

Secretaries may be granted paid leave within budget and staffing limitations to attend annual conferences and workshops. Lodging, travel and conference expenses will be paid by the District consistent with District policies.

Up to three (3) days of paid professional leave will be granted to up to two (2) employees designated by the President of the Union for the purpose of attending the American Federation of Teachers Annual Paraprofessional and School-Related Personnel Conference, at no cost to the District. Employees may be requested to share the information gained at the conference with other secretaries.

For each fiscal year, the District agrees to provide the sum of $4,000 to pay for the cost of registration, lodging, meals and mileage for employees to attend the annual New Hampshire Association of Educational Office Professionals (NHAEOP), provided such employees are granted paid leave by their immediate supervisor or his/her designee. In the event there are more applicants than slots available, the recipients shall be determined by a lottery administered by the NTU. Employees selected and attending in the previous year are ineligible unless space and funding remain after the above procedure has been followed.

4:~~10~~9 Mileage Allowance

The District agrees that employees using private automobiles, at the request of the District on District business, shall be reimbursed at the prevailing IRS rate.

4:~~11~~10 Severance Pay

Upon the resignation, retirement or death of an employee in the employ of the Nashua School District, who has at least ten (10) years seniority in the District, the BOARD shall pay to that employee or the employee's estate, in the case of death, the prevailing per diem rate of pay based on the employee's hours of work per day during the school year and based on the employee's per diem rate of pay for each day of the employee's accumulated sick leave then remaining to a maximum of:

- 132 days for Schedule I employees; and
- 113 days for Schedule II employees~~; and,~~.
- ~~55 days for Schedule III employees working a regular schedule of 1080 or more hours per fiscal year.~~

For all employees hired on or after July 1, 2019, the following severance schedule shall be followed:

- 103 days for Schedule I employees

- 88 days for Schedule II employees
- ~~43 days for Schedule III employees~~

For severance payments other than at the end of the fiscal year, the sick days in the current fiscal year, counted in the calculation, shall be prorated based on the effective date of the retirement. (Example; a Schedule I secretary retires 4 months into the fiscal year. Their prorated sick accrual would be 5 days, not the full annual complement of 15 days.) This proration will be applied until February 1 of each year, after which the employee will be credited for the full annual complement of days.

In order to be eligible for severance pay, an employee must provide forty-five (45) calendar days' notice of their retirement or resignation. The Superintendent, under extenuating circumstances, can waive this deadline.

4:~~12~~11 Coverage
Due to security protocols, the District agrees to provide substitute coverage for absent elementary school secretaries.

ARTICLE V
SUPPLEMENTAL BENEFITS

5:1 Worker's Compensation
All employees shall continue to be covered by the provisions of the New Hampshire Worker's Compensation Act.

5:2 Pension
The parties agree that all provisions of the New Hampshire Retirement System shall be made available to Schedule I and Schedule II employees. Participation in the New Hampshire Retirement System is mandatory upon the first day of employment.

5:3 Tax-Sheltered Annuities
The District agrees to allow all employees to take advantage of the Federal Law concerning tax-sheltered annuities.

5:4 Health Benefits
Starting with the city's next open enrollment period (May 2023), the Board shall provide, upon the request of an eligible Schedule I and II employee~~, and a Schedule III employee working a regular schedule of 1080 or more hours in a fiscal year~~, subject to the provisions of this article, the amount of the premium specified below for an individual, two person, or family plan, of one of the following, if available, or a comparable plan if the following plan(s) are not available:

a) Point-of-Service-Plan
b) HMO Plan
c) HDHP w/HSA
d) HDHP w/out HSA, or
e) The city may make additional plans available to members with benefit levels and premium cost sharing determined by the city in its sole discretion.

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties concerned that the city reserves and shall have the right to change insurance carriers provided the benefits to participants are comparable and the city elects the least expensive plan available to provide such benefits.

Should the City determine that it is in the best interests of the City to offer a “comparable” plan to either option “a” or “b”, it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later than thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

Comparable Plan Definition: Prior to the adoption of the plan changes identified below, a comparable plan means no additional out of pocket increases to employees and no reduction in current benefits and at least 95% of the current physicians, including specialists and hospitals. Upon the adoption of the plan changes identified below, a comparable plan means one that offers the same type of benefits, but benefits do not have to be exactly the same. In addition, the plan must provide reasonable access to health services and physicians, including specialists and hospitals.

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

For eligible members, the City shall contribute 70% of the premium for option (a) and 80% of the premium for option (b), (c), (d), or (e).

All plans offered by the City shall have the following co-pays and deductibles:

Anthem HMO Plan shall have the follow co-pays and deductibles:

(a) Twenty-Five Dollars ($25.00) per medical visit;
(b) One Hundred Dollars ($100.00) per emergency room visit;
(c) One Thousand Five Hundred Dollars ($1,500.00) Per Person, Three Thousand Dollars ($3,000.00) Per 2 Person/Family Inpatient/Outpatient Facility Deductible; and
(d) Three Tier Pharmacy Benefit of $10/$30/$50 ($20/$60/$100 Mail Order).

Anthem HDHP w/Health Savings Account (HSA)

(a) Commitment to $1,500 Single and $3,000 for 2-person and family contribution to the HSA;
(b) HSA contribution will be prorated based upon enrollment date – Employees who join the HDHP w/HSA at any time other than July 1 will receive a pro-rated City contribution of $125 monthly for a single plan and $250 monthly for 2-person or family plan for each full month remaining in that fiscal year;
(c) Disbursement of HSA contribution in two installments (July and October). The Board’s HSA contribution will be distributed in two (2) installments, one on or about July 1 and one on or about October 1, provided that if an employee is required to pay more towards his/her deductible than the initial 50% contribution, upon presentation of suitable documentation, the City will contribute the remaining 50% before October 1.

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

Regular part-time employees working a minimum of 20 hours per week are covered by the provisions of this article on a pro rata basis. The proration is based on the ratio the employee's regular weekly work hour are to 40 hours. The proration applies to the City's premium contribution.

For the duration of this agreement, the parties agree to participate in a joint labor/management committee with other city and school district bargaining units to develop proposals to modify the health insurance programs offered by the city in order to control the costs of those programs for the benefit of the city and its employees.

Eligible employees shall be eligible for the medical insurance opt-out as delineated in Appendix D.

5:5 Life Insurance

On the first day of the month next following the expiration of thirty days after the signing of this Agreement, the District shall provide full payment of the cost of a $10,000 Term Life Insurance policy for Schedule I and Schedule II employees.~~, and $8,000 Term Life Insurance policy for Schedule III employees~~. Schedule I and Schedule II employees may purchase at their own expense additional optional life insurance if approved by the insurance carrier in an amount allowed by the insurance carrier. Employees shall become eligible for the term life insurance benefit on the first of the month following the conclusion of the first 30 days of active employment of the employee's probationary period.

5:6 Supplemental Injury Benefits

a. An employee absent from work as the result of a work related injury or illness occurring during employment with the District, and who receives workers' compensation benefits, shall be paid by the District l00% of the difference between the employee's average daily wage as determined for the purpose of workers' compensation benefits, and the amount of daily workers' compensation benefits received by the employee, for each day the employee is scheduled to work.

b. It is intended that no employee shall receive for each day of absence more than the amount of daily pay as determined for the purpose of workers' compensation benefits. Any excess amounts received shall be forthwith returned to the District.

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

d. The provisions of this section shall not prevent an employee 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.

e. This supplemental benefit shall cease upon the exhaustion of the employee's sick leave entitlements.

f. An employee absent from work due to a work-related injury or illness may be terminated by the District after the exhaustion of workers' compensation benefits or one year whichever is sooner. Upon medical certification that the employee is fully able to perform the employee's former job responsibilities, an employee terminated under this section 5:6-f because of an absence of one year shall be rehired for the next available similar position as that held by the employee at the time of termination provided the employee is qualified for the position.

5:7 Dental Coverage

The Board agrees to provide single person dental coverage for Schedule I and II employees commencing on the first day of the month following the completion of the probationary period. ~~Further, effective July 1, 2009, the Board agrees to provide single person dental coverage for~~

~~Schedule III employees working 1080 or more hours per year.~~ Additional coverage for the two-person or family plans may be purchased by the employee at his/her own expense. Employees shall have the option to upgrade, at their own expense, to the non-affiliated High Plan.

5.8 Payroll Deductions and Christmas Break

In the event that Christmas Break spans two weeks or more and Schedule II secretaries receive 48 paychecks instead of the usual 49, the insurance deductions for the missing paycheck shall be distributed across two separate pay periods in nonconsecutive months.

ARTICLE VI
LEAVES OF ABSENCE

6:1 Sick Leave

1. Each Schedule I employee shall be entitled during each fiscal year to annual sick leave of 15 days (~~112.5~~120 hours) without loss of pay. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 165 days (~~1237.5~~1320 hours) which shall not include the sick leave due in a current fiscal year.

2. Schedule II employee shall be entitled during each fiscal year to annual sick leave of 13 days (~~97.5~~104 hours) without loss of pay. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 142 days (~~1065~~ 1136 hours) which shall not include the sick leave due in a current fiscal year. Absences which occur during the period when the normal workday is four hours shall be deducted from accrued sick leave at the rate of the four-hour workday being equal to ~~7 ½~~4 hours of sick leave.

~~3. Schedule III employees working a regular schedule of 1080 or more hours per fiscal year shall be entitled to annual sick leave of six (6) days. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 68 days which shall not include the sick leave due in a current fiscal year.~~

~~4.~~3. No sick leave payments shall be applied retroactively for unpaid leave taken during the probationary period.

~~5.~~4. Sick leave shall be allowed only in the case of necessity and actual sickness or disability of the employee, employee's spouse, domestic partner or the employee's dependent children, parents, or for the employee to take physical and dental examinations or other sickness prevention measures. In case of the serious illness or accident of the spouse of the employee, parents or children of the employee, necessitating the employee's absence from work, the supervisor or designee may grant absence from work with sick pay up to the amount of annual and accumulated sick leave to which the employee is entitled.

5. Daily staff absentee reports or daily attendance sheets shall not indicate the reason for absence.

6. An employee must notify their supervisor or designee at least one (1) hour prior to their scheduled start time in order to draw sick leave pay, unless the employee can provide a compelling reason or in the case of an emergency as to why such notice was not given. To qualify for paid sick leave of five (5) or more consecutive days, the employee may be required to provide a doctor's certificate or other satisfactory evidence to their supervisor or designee, indicating that the employee was unable to work due to sickness or injury during the period claimed.

6:2 Sick Leave Bank

1. ~~A Sick Leave Bank shall be maintained in accordance with this article for participating members who have exhausted their individual accrued sick leave as a result of serious extended illness, incapacitating accidents, or maternity leave.~~

2. ~~Contributions must be made within 30 calendar days from the date the person begins employment or within 30 calendar days of a call for replenishment of the bank. The initial contribution of participating members shall be two (2) days, with subsequent contributions of one (1) day for each call for replenishment. In addition to the initial contribution, participating members shall contribute a one-time additional day at the beginning of the second school year following the implementation of the bank. All contributions shall be voluntary. Each day contributed shall be defined as the average number of hours worked per day over the course of a fiscal year.~~

3. ~~A call for replenishment shall be made at any point in time the balance of days in the sick leave account falls below one- and one-half days times the number of bargaining unit members in the bank.~~

4. ~~The operation of the Bank and withdrawals from it shall be governed by a Committee of two (2) members selected by the Union and one administrator selected by the Superintendent. The Committee shall establish such rules and operating procedures as may be necessary to administer the Bank. In considering requests for withdrawal from the Bank the Committee may require substantiating medical documents, and in all cases the decision(s) rendered by the Committee shall be final and binding.~~

5. ~~A member may withdraw sick days from the Bank only after:~~

   a) ~~exhausting his or her individual accrued sick leave;~~
   b) ~~receiving the approval of the Committee.~~

   ~~However, withdrawals shall be retroactive back to the first working day following the exhaustion of accrued sick leave benefits.~~

6. ~~Sick leave withdrawals shall be computed as one day charged for one day used.~~

1. Any member of the bargaining unit who elects to participate in the Sick Leave Bank must contribute one day of the member's sick leave to the Sick Leave Bank in order to qualify for Bank membership. Members shall automatically be enrolled into the Sick Leave Bank unless they opt out. Members not wishing to participate shall complete a Sick Leave Bank Unenrollment form by the first Friday in August or within 30 calendar days after their first day of employment. Sick Bank Leave replenishment shall occur on the first Friday in August of each school year. Notice of replenishment shall be sent to all bargaining unit members by July 1st of each school year. The notice shall include the rules of the Sick Leave Bank, membership qualifications, and how to opt out.
2. A Sick Bank Leave replenishment shall not take place if the balance of the Sick Bank Leave is two times or greater than the number of eligible members in the unit.
3. Secretaries who are drawing days from the Sick Leave Bank at the time a call is made for replenishment of the bank will be continued as members of the bank. Secretaries who have exhausted their current and accumulated sick leave at the time a call is made for replenishment of the bank will be continued as members of the bank provided they agree to contribute a day to the bank on the first day of the new school year next following.
4. Secretaries returning from authorized leave during the time a call is made for replenishment of the bank and the deadline for making a contribution will have 30 calendar days from the date their employment resumes to opt out of contributing to the bank.

5. New hires will be informed of the Sick Leave Bank by the Human Resources Office at the time of their orientation interview provided, however, it shall be the responsibility of the teacher to report to the Human Resources Office for such orientation interview. New hires shall automatically be enrolled into the Sick Leave Bank unless they opt out. New hires not wishing to participate shall complete a Sick Leave Bank Unenrollment form within 30 calendar days after their first day of employment to unenroll.
6. Secretaries who elect to opt out of their membership in the Sick Leave Bank may rejoin the bank by contributing one day of their accumulated sick leave to the bank within 30 calendar days of a call for replenishment of the bank only during the following times:

    a. as outlined in Article 6:2A;
    b. If a replenishment is required at any other time as outlined in Article 6:2J.

7. Contributing members may apply for withdrawal from the Sick Leave Bank for reasons of prolonged or continuing illness or incapacitating accident of the contributing member in accordance with the Sick Leave Bank rules. Approved Sick Leave Bank withdrawals may only begin upon depletion of accumulated sick leave.
8. The operation of the bank and withdrawals therefrom shall be carried out by a Committee of two (2) secretaries selected by the UNION and one administrator selected by the Superintendent which shall furnish written records of deposits and withdrawals to the Superintendent. The Committee shall establish its rules, regulations, and forms and may require substantiating medical documents, and in all cases the decision(s) rendered by the Committee shall be final and binding.
9. The District shall provide to the Union the balance of the Sick Leave Bank on September 1st, December 1st, March 1st, and June 1st of each year. The Union shall have the right to request a balance of the Sick Leave Bank at any other time.
10. Should replenishment be required at any other time during the school year, it shall be mutually agreed upon by the Union and the District. The process for an additional replenishment shall follow the process as outlined in Article 6:2 A. The dates of additional replenishment shall be mutually agreed upon by the Union and the District.
11. A special replenishment call allowing members to contribute multiple days to the Sick Leave Bank shall be permitted upon mutual agreement of the Union and the District. This special replenishment call shall not impact a member's membership in the Sick Leave Bank. This special replenishment shall only be permitted by current members of the Sick Leave Bank.
12. Effective July 1, 2026, the Clerical Sick Leave Bank balance shall be zero. Any Sick Leave Bank days granted by the Sick Bank Committee from July 1, 2026 to August 3, 2026 shall be deducted from the Sick Leave Bank balance on August 3, 2026.
13. A special replenishment of the Clerical Sick Leave Bank shall be initiated if the balance falls to one-half or less of the total number of eligible unit members. The process for any additional replenishment shall adhere to the process as outlined in 6:2A. The dates for any additional replenishment shall be determined by mutual agreement between the Union and the District.
14. After August 3, 2026, under no circumstance will the Committee be permitted to award days from the sick bank if doing so would cause the balance of days in the sick bank to fall below zero.

6:3 Personal Leave

Each Schedule I employee shall be entitled to four (4) paid days and ~~,~~ each Schedule II employee shall be entitled to three (3) paid days~~, each Schedule III employee working a regular schedule of 1080 or more hours per fiscal year shall be entitled to two (2) paid days~~ leave of absence per fiscal year. While this list is not inclusive, paid personal days may be taken for the following reasons:

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

Schedule I employees may also use personal days on days when the schools are closed due to inclement weather.

Each day taken shall be subject to the prior approval of the ~~Chief Operating Officer~~Superintendent or designee. Except in emergency situations, at least 48 hours' notice shall be given in requesting a personal day through the ~~Chief Operating Officer~~Superintendent or designee. Personal leave for Schedule II employees which occurs during the period when the normal workday is four hours shall be deducted from personal leave at the rate of the four-hour workday being equal to ~~7 ½~~4 hours of personal leave.

Personal leave which is not used in any fiscal year will be added to the employee's accrued sick leave balance in accordance with Section in accordance with 6:1 (3) of this Article.

6:4 Bereavement Leave

a. Employees shall be entitled to up to ~~five~~ seven (~~5~~7) days bereavement leave with pay for absence due to each death of their spouse, domestic partner, child(ren), mother or father and step-equivalents.
b. Employees shall be entitled to up to three (3) days bereavement leave with pay for absence due to each death of "immediate family". "Immediate family" shall include: brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren and step-equivalents.
c. Employees shall be entitled to up to three (3) days bereavement leave with pay for absences due to each death of a close relative of an employee for which there shall be no deduction in pay. "Close relative" shall include: aunt, uncle, niece, nephew, in-laws not included under (a) and close friends provided the close friend lives in the employee's home.
d. Bereavement leave for Schedule II employees which occurs during the period when the normal workday is four hours shall be equal to ~~one day~~ four hours of bereavement time.

6:5 Released Time

Up to five (5) members of the negotiating team will be granted released time as needed without loss of pay or loss of personal days for the purpose of contract negotiations, mediation and fact finding.

6:6 Extended Leaves

Schedule I or Schedule II employees may apply for an unpaid leave of absence for the extended illness of the employee, or the employee's spouse, domestic partner, children, mother, or father. At the discretion of the Superintendent such an unpaid leave may be granted for a period up to twelve months. Unless otherwise provided, employees on unpaid leaves pursuant to this Article 6:6 shall not be eligible to receive any of the benefits contained in this Agreement including any paid leave days. The employee desiring to return from such unpaid leave will be assigned to the next available vacancy for which the employee is qualified.

6:7 Court Appearances

An employee who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted the difference between the fee received for such service, excluding court reimbursement for mileage, meals, and lodging, and the amount of earnings lost by reason of such service. Satisfactory evidence of the fee received exclusive of mileage, meals, and lodging reimbursement, must be submitted to the Payroll Office for the differential to be granted. Time paid under this Article 6:7 shall not be counted as time worked for the purpose of computing overtime.

6:8 Military Service

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

6:9 ~~Selective Service Tests~~

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

~~6:10~~ Continuation of Insurance

Upon agreement by the respective insurance carriers, any employee who is on authorized unpaid leave may be permitted to continue the health and life insurance benefits provided by this agreement at the employee's sole expense, on condition that the employee remits the full monthly insurance premium by check payable to the City of Nashua, to the District Personnel Office no later than the 15th day of the month preceding the month the premium is due. In the event the employee fails to remit the premiums due, the benefits provided by this section 6:10 shall terminate immediately without further notice to the employee and the employee may not be re-enrolled in the group insurance plan for which the premiums were being paid until the employee returns to active employment.

6:~~11~~10 Federal and State Compliance

The District will comply with the provisions of federal and state statutes, as amended from time to time, relating to family and medical leave. Any such provisions shall be deemed to operate concurrently with any paid or unpaid leave granted pursuant to this Agreement. The District will comply with any rights or benefits contained within such federal or state statutes which provide for any rights or benefits which exceed those contained in this Agreement only to the extent required by statute.

ARTICLE VII
WORKING CONDITIONS

7:1 Employment Status

No member of the Bargaining Unit shall be dismissed or disciplined except for just cause after having completed the probationary period associated with a position. Disciplinary actions shall normally follow this order:

a) Verbal Warning
b) Written Warning
c) Suspension Without Pay
d) Discharge~~.~~

The District may deviate from the above when the severity of the offense warrants.

7:2 Seniority

The District shall prepare a seniority list which indicates the dates of employment of all members of the Bargaining Unit. The Union will be supplied with an updated copy of this list on or before November 1, and upon request.

7:3 Personnel Files

1. Each employee shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in the employee's personnel file with reference to evaluation of the employee's performance in the school district.
2. Upon request, the Administration shall provide to each employee copies of the records and reports described above.
3. In the event that the Board of Education removes from the employee's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed.
4. Each employee shall have the right to review and reproduce material in the employee's personnel file not later than ~~24~~ 48 hours after requested.
5. The employee shall have the right to answer any material filed and the answer shall be attached to the file copy. The answer shall be reviewed by the person occupying the position of authority next above the person who filed the material.
6. Reproductions of such material may be available to the employee at no charge**.**
7. Personnel Files:
   a. Any item contained in an employee's file to which an employee has not been given access shall not be utilized in any legal proceeding against the employee.
   b. An employee shall be given upon request a receipt for all transcripts, medical forms and all other material submitted to the Administration, or the Nashua Board of Education.

7:4 Discrimination

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

7:5 Rules, Regulations and Policies

1. There shall be a complete copy of the Rules, Regulations and Policies (POPPS) of the Board of Education made available for access at each District building with new items added as they are approved by the BOARD.
2. It is agreed that all Union Representatives have a complete copy of the Rules, Regulations and Policies (POPPS) of the Board of Education, and the Administration will provide them with all new items as they are added.

7:6 Workday and Work Year

1. Schedule I employees shall be employed for a 12-month work year. ~~The normal workday shall be 8 hours per day including a half hour unpaid lunch break. Effective and retroactive to July 1, 2022, Schedule I employees shall be paid for 15 minutes of their lunch break.~~ Effective July 1, 2024, Schedule I employees shall be employed for a 12-month work year. The normal workday shall be 8 hours per day including a half hour paid lunch break.

~~2.~~ Schedule II employees shall be employed for a 12-month work year. For the time period beginning five working days prior to the pupil year continuing through five working days after the pupil year, the normal workday shall be 8 hours per day including a half hour ~~unpaid~~ paid lunch break. ~~Effective and retroactive to July 1, 2022, Schedule II employees shall be paid for 15 minutes of their lunch break.~~

2. ~~Effective July 1, 2024, Schedule II employees shall be employed for a 12-month work year. The normal workday shall be 8 hours per day including a half hour paid lunch break.~~ At the principal's discretion, an employee assigned to an elementary school may be required to commence the 8-hour work day ten working days prior to the pupil year. For all other week days, in the summer, the normal workday shall be 4 hours. Schedule II employees shall be permitted to work a flex schedule during the summer hours with prior approval being obtained from the employee’s supervisor. During the pupil year, Schedule II employees shall work only on teacher work days. However, in the event there is a non-teacher, non-pupil

day (except for the December, February and April breaks, weekends and holidays) once the pupil year has started, employees shall have the choice to either utilize a vacation day(s) or personal leave day(s) or elect to work and be paid four (4) hours on such days; or, if there are two such days, to combine them and work eight (8) hours on one of those days in order to have the other day off as an unpaid day. Employees who choose to work eight (8) hours in exchange for one of the four-hour days off can also choose to be paid four (4) hours for each day rather than eight (8) hours for the day worked.

The District Athletic Director may adjust the work schedule of the two Athletic Department secretaries (one Schedule II secretary at each high school) to accommodate the New Hampshire Interscholastic Athletic Association's mandated annual school sports timeline. This work schedule may require their 4-hour summer days to begin 10 workdays earlier than the contracted summer schedule and, in conjunction with that change, the ~~7.5~~8-hour workday schedule would resume 10 days earlier in August. The net effect of this arrangement will be no change in the total hours paid these secretaries in a given year. Such changes must be communicated by the Director to the Secretaries no later than August 1 of the contract year.

~~3. Schedule III employees shall be employed for the pupil year and pupil day and up to five (5) days before the start of the pupil year and five (5) days after the start of the pupil year. This is the normal work schedule, but it may be altered based on the legitimate needs of the school district. The normal workday shall be not more than 6.5 hours per day including a half-hour unpaid lunch break. Effective and retroactive to July 1, 2022, Schedule III employees shall be paid for 15 minutes of their lunch break.~~

~~Effective July 1, 2024, Schedule III employees shall be employed for the pupil year and pupil day and up to five (5) days before the start of the pupil year and five (5) days after the start of the pupil year. This is the normal work schedule, but it may be altered based on the legitimate needs of the school district. The normal workday shall be not more than 6.5 hours per day including a half-hour paid lunch break.~~

~~4.~~3. The principal or supervisor shall establish a normal work schedule for each employee.

~~5.~~4. A 30-day notice shall be given Schedule I and Schedule II employees before a change is made in the established normal work schedule.

~~6.~~5. A two-week notice shall be given to part-time employees before a change is made in the established normal work schedule.

~~7.~~6. A member of this Bargaining Unit C must give a minimum of two weeks' notice, if intending to terminate employment with the Nashua School District.

~~8.~~7. In the event of a cancelled school day based on weather or other unforeseen emergencies, Schedule I employees shall have the option of not reporting to work and in order to be compensated for the day may, at the employee's discretion, utilize vacation, personal or compensatory leave time for the cancelled day. Schedule II employees shall have the option to utilize up to 4 hours of their available comp-time, personal or vacation days to receive compensation when school is closed due to inclement weather or other unforeseen circumstances. Such election shall be made within 48 hours in ~~Kronos~~ UKG and paid within two payroll periods.

~~9.~~8. The Board agrees to provide a safe and healthy working environment. There shall be Union Representation on the Joint Loss Safety Committee. The Committee will be utilized to address any such concerns.

7:7 Duties Outside the Scope of Work

In general, secretaries shall not be required to perform duties outside their job description. Secretaries shall not be required to dispense medication to students.

The district and the union shall work collaboratively to develop new job descriptions for all secretaries over the next twelve (12) months. The twelve (12) months shall be counted from the date the contract is signed by the Board of Education and the Union.

7:8 Evaluations

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

B. When a supervisor observes an employee, it will be assumed the employee is being observed for purposes which may include evaluation.

C. When a supervisor makes and signs a written evaluation of an employee it will be shown to the employee who will acknowledge receipt thereof in writing. This shall not necessarily be interpreted to indicate the employee's assent. If the employee disagrees with all or any part of the evaluation the employee may file written comments in the employee's personnel file.

D. All evaluations will be in accordance with the evaluation forms and procedures adopted by the Board of Education or the Superintendent prior to the start of a fiscal year.

E. An employee may appeal his/her annual evaluation first to the Chief Operating Officer and then, if not resolved, to the Superintendent of Schools. The evaluation itself will not be subject to the grievance procedure.

F. The District shall present forms, procedures and timelines to be used for the observation and evaluation process on or before July 1st of the contract year preceding evaluations. Employees' evaluations shall be completed on or before June 15th *of the evaluation year* and provided to the employee by July 1st of any evaluation year.

7:9 Reduction in Hours

The following applies in the event of an involuntary reduction in hours for Schedule I or Schedule II employees~~, or Schedule III employees working a regular work schedule of 1080 or more hours per fiscal year~~:

Commencing on the date of signing of this Agreement, an employee as described above so affected will retain the following benefits as provided under this Agreement, as applicable, through the last day of this Agreement or one year from the date of the reduction in hours, whichever is later. Thereafter, the benefits shall be as provided by this Agreement for the reduced schedule.

Sick Leave	Sick Leave Accumulation
Personal Leave	Holidays
Vacations	Extended Leave
Health Insurance	Life Insurance
Dental Insurance	Longevity
Severance	Sick Leave Bank

An employee as described above initially so affected will retain only the following benefits, as applicable, and only to the extent and for the time periods indicated. All other benefits will be as provided by this Agreement for the reduced schedule.

A. Health, Life and Dental Benefits: Retained for one additional month for each year of service with a minimum of three months of coverage and a maximum of twelve months of coverage.

B. Sick Leave: Accumulated sick leave at the time of the reduction in hours retained. Additional annual sick leave will be credited in the amount applicable to the reduced schedule;

however, no additional annual sick leave will be credited if the employee's accumulated sick leave exceeds the maximum accumulation allowed for the reduced schedule.

~~C.~~ Vacation: For Schedule I reduced to Schedule II – Accrued vacation leave retained. Additional accruals at the applicable rate for the reduced schedule. ~~For Schedule I or Schedule II to Schedule III – Accrued vacation leave paid in lump sum.~~

C.

7:10 Reduction in Staff

The provisions of this article 7:10 shall apply only on occasions when the total number of permanent positions by schedule in the bargaining unit is reduced and shall be done within each Schedule separately. When there is such a reduction, the following procedure will be used:

A. In making involuntary staff reductions, layoffs shall occur in the following order:
   1. Staff attrition;
   2. Probationary employees; and
   3. The least senior employee in the schedule being reduced.

B. Seniority shall be determined first by date of hire to a position in the bargaining unit, second by date of hire in the District in a non-substitute position, and third by social security number with the lowest last four digits having least seniority.

C. Employees designated for layoff shall be given at least thirty (30) work days written notice of such layoff. If such notice is given less than thirty (30) work days prior to the layoff, the employee shall be compensated at the employee's regular rate of pay for any of the employee's normal work days falling within the 30-day period but prior to the notice. A copy of the notice shall also be sent to the union office c/o NTU President, within the same thirty (30) day period. Neglecting to provide notice to the Union does not void the notice given to the employee.

D. Employees who are laid-off shall receive severance as provided in article 4:11, however, the ten-year seniority requirement shall be waived.

7:11 Recall

A. Employees who are laid off shall be placed on a recall list. All individuals in the recall pool will be considered for any vacancies before other employees or external applicants. If there are two or more individuals in the recall pool who at the time of layoff were in the same or higher schedule as the vacancy and who, in the opinion of the Chief Operating Officer, are qualified for the available position, one of the two most senior employees shall be recalled. Qualifications shall include experience including the currentness of that experience, skills and abilities related to the vacancy, and the individual's performance including attendance.

B. Except as otherwise provided in this article 7:11, an individual who is recalled shall return to the District that severance which represents the difference, if any, between the number of days on which severance was computed and the number of work days the individual was laid-off. The individual may return said severance in a lump sum, in equal weekly or in some other schedule of repayment approved by the Chief Operating Officer. In no instance may the weekly payments extend beyond the calendar year. Any arrangement for the repayment of severance in weekly payments must be in writing and signed by the individual. Accrued sick days will be credited to the individual as the repayment is made based upon the number of days the repaid severance represents.

   An individual who is offered recall for a position in the same schedule and fails to return said severance shall be removed from the recall list. An individual who is offered recall in a different schedule has the right of refusal and shall remain on the recall list.

   An individual who has been laid off continuously for one year from the date of the layoff shall not be required to repay any severance.

C. Unless otherwise provided under this Article 7:11, individuals shall remain on the recall list for two years from the date of layoff.

D. Notice of recall shall be sent by certified mail to the individual's last address which has been placed on file by the individual in the Personnel Office. A copy of said notice shall be sent to the Union.

An individual who is recalled shall in writing within 10 calendar days of the receipt of the notice or 15 calendar days from the date the notice is mailed, whichever is sooner, give notice of intent to accept the position. If the individual does not respond within the aforementioned time period, the individual will be removed from the recall list.

ARTICLE VIII
TRANSFERS, VACANCIES AND PROMOTIONS

8:1 Transfers, Promotions and New Positions

1. Employees who desire a change in duty or building assignment may file a written statement of such desire at any time with the ~~Chief Operating Officer~~Superintendent or designee. Such request may be renewed in writing each school year on Appendix C if it is not granted on initial application.

2. Notice of transfer or of non-transfer will be given to the employee as soon as practicable and under normal circumstances not later than thirty (30) days after the applicable posting. The NTU will also receive this notice.

3. An employee who has been transferred and objects to the transfer may request a meeting of the employee, ~~Chief Operating Officer~~Superintendent or designee and a Union representative. The ~~Chief Operating Officer~~Superintendent or designee will meet with the employee and/or Union representative to discuss the transfer.

4. In making transfers and promotions, and filling new positions, a candidate's area of competence, quality of performance, evaluations and experience from within and outside the system, the needs of the system, seniority and a candidate's wishes will be considered.

8:2 Posting

All positions shall be posted for ~~ten (10)~~five (5) ~~weekdays~~ business days prior to the position being filled. All notices shall be posted on the bulletin board in every school and the Central Office. The notice shall be sent to the UNION when posted. All posting notices referred to herein shall delineate the duties, rate of compensation, application process, and in the case of promotions, the qualifications for the position.

8:3 Interviews for Positions

All Bargaining Unit candidates for transfer and/or promotion who apply for a posted position, and meet the minimum qualifications for the position, will be interviewed.

8:4 Probation and Transfer Regulations

1. A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred or promoted to a different position of employment within or outside the bargaining unit shall be obliged to serve an additional probationary period, if any, associated with the new position, provided, however, that the employee shall be entitled to any benefits associated with the position immediately upon assuming the position.

2. A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred or promoted to a different position of employment within or

outside the bargaining unit shall retain all accumulations of leave accrued while a member of the bargaining unit, provided that such accruals shall not exceed the maximum amount of accruals that are allowed to a person holding the position to which the employee is transferred or promoted. In the event there is an excess of accruals, the amount of accruals allowed to be retained shall be the same as the maximum amount of accruals allowed to a person holding the position to which the employee is transferred or promoted. In the event the amount of accruals is less than the amount allowed to a person holding the position to which the employee is transferred or promoted, the employee may continue to accrue such benefits as are allowed to a person holding that position up to the maximum amount allowed for that position.

3. In the event a present member of the bargaining unit is transferred or promoted to a position within the bargaining unit, the District, at its sole discretion, may within 75 calendar days from the effective date of the transfer or promotion, transfer the employee to the employee's former position or to another position which has the same schedule and pay rate as the position from which the employee was first transferred or promoted. The 75-calendar day period may be extended as provided in 8.4.1. Transfers under this paragraph 8.4.3 shall not be grievable.

4. Probation:
   a. All newly hired personnel, and all employees assuming a new position, shall be obliged to serve a probationary period.
   b. The District may terminate a newly hired person from employment within the probationary period. Terminations under this Paragraph 8.4.4 (b) shall not be grievable.

5. A probationary employee who is transferred or promoted to a different position within or outside the bargaining unit, prior to completing the initial probationary period, shall complete the entire probationary period, if any, associated with the position to which the employee is transferred or promoted, and shall be entitled to benefits, if eligible, notwithstanding the fact that active employment may have been served in more than one position.

ARTICLE IX
UNION REPRESENTATIVES

9:1 Official List of Nashua Teachers Union Representatives

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

ARTICLE X
UNION PRIVILEGES AND RESPONSIBILITIES

10:1 Fair Practices

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

10:2 Recognition of Local Organization Representative

The Principal or ~~Chief Operating Officer~~Superintendent shall recognize the UNION building representative as the official representative of the local organization.

10:3 Distribution of Materials

Officers or officials of recognized employee organizations shall have the right to distribute organizational materials provided such materials are in good taste and provided that such materials shall not include campaign organization material related to local, state, or national political matters. Such distribution shall be made through the central mailing system. Nashua High School shall have a single mail box for the use of all secretaries in the building.

10:4 Meetings

The authorized representative of the UNION shall have the right to schedule UNION meetings in the building before or after regular work hours, and during lunch time of the employees involved. Such meeting shall not in any manner disrupt normal operations, and shall be subject to prior approval of the Building Principal~~,~~ or ~~Chief Operating Officer~~Superintendent.

10:5 No Local Organization Activity

Except as provided herein, the UNION agrees that no employee will engage in UNION activity while on duty. The Union, however, shall be granted 30 minutes at the start of the school year or during orientation to meet unilaterally with all new bargaining unit members. During the school year, the District will inform the Union of new hires within thirty (30) school days of hire, and the Union shall have the right to meet unilaterally with these new bargaining unit members during work for the purpose of explaining the contract and introducing them to the Union.

10:6 Protection of Individual and Group Rights

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

10:7 Information

1. The BOARD shall make available to the UNION upon its request any and all available information in the public domain, such as statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.
2. If the public agenda of a BOARD meeting has been prepared 24 hours in advance of such BOARD meeting, it shall be made available to the President of the UNION.
3. A copy of the minutes of all BOARD meetings shall be made available to the President of the UNION.

10:8 The UNION shall be permitted to post union related notices and other materials on the faculty/staff bulletin board provided the notices are in good taste and provided that such materials shall not include campaign organization material related to local, state, or national political matters.

10:9 In the event the President of the UNION is a member of the collective bargaining unit covered by this Agreement, said President, or designee, shall be granted three (3) days of paid leave to attend legislative hearings.

10:10 Union Business

A. In the event a member of this bargaining unit is President of the Union, s/he or her/his designee shall be granted five (5) days of paid leave for the purpose of Union business. If the President of the Union is not a member of this bargaining unit, the President may designate members of the bargaining unit to be authorized for paid union leave of three (3) days for the total unit. Said leave may be utilized in half-day increments. This leave may be utilized to attended union seminars, meetings, conferences and/or trainings. The President of the Union shall notify the ~~Chief Operating Officer~~Superintendent five (5) days in advance of the use of the leave.

B. The President of the Union, upon request, shall be granted a leave of absence. A request for such leave must be made no later than June 15 prior to the school year for which the request is effective.

C. In the case of a leave of absence, the District shall not be liable for any salary or benefit costs. Insurances may be extended at the President's expense to the extent mandated by state and federal law. The President, at the President's expense, may maintain enrollment in the City of Nashua's group health insurance for the first two (2) years of a leave of absence if so allowed by the insurance carrier.

D. For the first two (2) consecutive years of a leave of absence, the President shall retain all rights to the position the President formerly held. The provisions of Article 8 herein shall apply to the extent they may impact on said rights.

E. For the first two (2) consecutive years of a leave of absence, the President, for the purpose of seniority, shall receive full-year credit.

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

ARTICLE XI
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Nashua Teachers' Union and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Nashua Teachers' Union in consideration of the value of this Agreement and its terms and conditions will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

ARTICLE XII
CONFORMITY TO LAW AND SAVING CLAUSE

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

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13:1 It is understood that for the duration of this Agreement employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with School Board policies and administrative rules, regulations and the provisions of this Agreement.

13:2 Expenses of Printing and Distributing Agreement
The BOARD agrees to pay for the cost of printing this Agreement on 8.5" x 11" sheets.

13:3 Meetings
Meetings shall be held as deemed necessary by either party during the school year with the Superintendent and UNION President to discuss matters of concern to both parties. These meetings shall be held at a mutually agreeable time and place. The UNION President and the Superintendent shall determine the representative who will attend the meeting for their respective parties. Whenever possible, the parties should exchange notice of the subject matters they wish to discuss.

13:4 Management Rights
The UNION recognizes the following responsibilities, rights, authority, and duties of the Nashua School Board, except as they are modified by provision of this Agreement. The BOARD hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, and of the Charter of the City of Nashua:

1. to the executive management and administrative control of the School System and its properties and facilities;
2. to hire, promote, transfer, assign and retain employees in positions with the Nashua School System and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, and, except as specifically limited by this Agreement, to determine terms and conditions of employment.

13:5 Being a mutual agreement, this instrument may be amended at any time by mutual consent.

13:6 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

ARTICLE XIV
RATIFICATION/APPROVAL
PROCESS AND APPLICATION OF BENEFITS

14.1 The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Board of Education's ratification of their Agreement is subject to Aldermanic approval of the cost thereof and Aldermanic appropriation of sufficient funds in addition to those contained in the City of Nashua approved budgets and contingency accounts, as adjusted, and the transfer of all of said funds to the Board of Education thereby permitting it to fund the referenced Agreement. Failing such appropriation and transfer, the Agreement shall be null and void and the parties shall continue to negotiate a successor agreement as provided by law. Upon approval, as aforesaid, retroactive wages and benefits contained in the referenced CBA shall be granted only to employees in the current employ of the District on the date of execution of this Agreement.

ARTICLE X~~I~~V
DURATION OF AGREEMENT

~~14~~15:1 The provisions of this Agreement unless otherwise specified shall become effective as of July 1, ~~2022~~ 2026 and shall continue and remain in full force and effect to and including June 30, ~~2026~~ 2029 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. The BOARD and the UNION agree to begin negotiations of a successor agreement concerning wages, hours, and other terms and conditions of employment no later than December 30, ~~2025~~2028.

~~14~~15:2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, and their corporate seals to be placed hereon, all on the day and year first above written.

BY______________________________ Date____________________
Jennifer Bishop, President
Nashua Board of Education

BY______________________________ Date____________________
~~Adam Marcoux~~Gary Hoffman, President
Nashua Teachers' Union
Local 1044 AFL-CIO

APPENDIX A

WAGES

	~~0-5 Years 1~~	~~6-10 Years 2~~	~~11-15 Years 3~~	~~16-20 Years 4~~	~~21+ Years 5~~
~~July 1, 2022-June 30, 2023~~	~~$19.29~~	~~$20.29~~	~~$21.26~~	~~$22.32~~	~~$23.21~~
~~July 1, 2023-June 30, 2024~~	~~$19.77~~	~~$20.80~~	~~$21.79~~	~~$22.88~~	~~$23.79~~
~~July 1, 2024-June 30, 2025~~	~~$19.77~~	~~$20.80~~	~~$21.79~~	~~$22.88~~	~~$23.79~~
~~July 1, 2025-June 30, 2026~~	~~$20.37~~	~~$21.42~~	~~$22.45~~	~~$23.56~~	~~$24.51~~

	0-5 Years	6-10 Years	11-15 Years	16-20 Years	21+ Years				
Step	1	2	3	4	5				
July 1, 2026-June 30, 2027	$21.18	$22.28	$23.35	$24.50	$25.49				
	0-2 Years	3-5 Years	6-8 Years	9-10 Years	11-13 Years	14-15 Years	16-18 Years	19-20 Years	21+ Years
Step	1	2	3	4	5	6	7	8	9
July 1, 2027-June 30, 2028	$21.82	$22.38	$22.95	$23.50	$24.05	$24.64	$25.24	$25.75	$26.26
July 1, 2028-June 30, 2029	$22.47	$23.05	$23.63	$24.21	$24.77	$25.38	$26.00	$26.52	$27.04

APPENDIX B

SECRETARIES
PAYROLL DEDUCTION AUTHORIZATION

PLEASE PRINT

Last Name: ___________________________________ **First Name:** _________________ **M.I.:** _______

Address: ____
Street

____
City **State** **Zip Code**

____
Home Phone **Cell Phone**

____
Home/Non-School Email Address

School: ____ **Date:** ____________________________

TO NASHUA BOARD OF EDUCATION:

I hereby authorize you to deduct UNION dues from my earnings with the next paycheck and continuing in equal installments in an amount equal to the UNION dues as set by the membership in accordance with provisions of the Constitution of the Nashua Teachers' Union. This amount shall be paid the Treasurer of the Nashua Teachers' Union, Local 1044, AFT, AFT-NH, AFL-CIO. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

____
EMPLOYEE SIGNATURE

STATUS: **Schedule I** _____ **Schedule II** _____ **Schedule III** _____

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

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

APPENDIX C

SECRETARY ANNUAL REQUEST FORM FOR VOLUNTARY TRANSFERS
SCHOOL YEAR 20___ -20____

Name: ____ Date: ___________________
Please Print

Present Position: ______________________________________ School: __________________

Current Hours Worked Per Day: ____

PRESENT SCHEDULE: **I** **II** **III**

Request for change and preferences desired:
[Specify position(s), hours and school(s) you would be willing to accept if it becomes available.]

School(s) and/or Central Office:
Please list individually on the blank lines below in *order of preference*:

_______ Any School and Central Office

Position(s) and Location(s):	**Hours:**	**Schedule(s)**
____________________________	______________________	________________________
____________________________	______________________	________________________
____________________________	______________________	________________________

(Use back if necessary)

Please indicate the earliest start time________________ and the latest time_______________ that you could work.

This form may be submitted at any time. Requests are valid through the school year in which the form is filed. New requests must be submitted each school year. This form shall be incorporated into the letter of intent form and be distributed to all employees. New employees shall be given a copy of this form upon their hiring. Employees may update this form as they deem necessary throughout the year.

IT IS UNDERSTOOD BY THE EMPLOYEE THAT TRANSFERS ARE DONE IN ACCORDANCE WITH SECTION 8:4 OF THE COLLECTIVE BARGAINING AGREEMENT.

____
Signature of Employee

____
Date

APPENDIX D

EMPLOYEE MEDICAL COVERAGE OPT-OUT POLICY

Introduction

This policy outlines the process and conditions under which employees may choose to opt out of employer-sponsored medical coverage in compliance with state regulations in New Hampshire.

Scope

This policy applies to all full-time and eligible part-time employees of the City of Nashua who are offered employer-sponsored medical coverage.

Policy Statement

Employees who are eligible for employer-sponsored medical coverage may voluntarily opt-out of this coverage if they can demonstrate proof of alternative qualifying health insurance. Qualifying health insurance does not include Marketplace coverage or State coverage.

Eligibility Criteria for Opt-Out

To be eligible for opting out of medical coverage, employees must:

- Be enrolled in a City of Nashua medical insurance for 3 previous Plan years; and
    - Provide documentation confirming enrollment in an alternative qualifying health plan (Spouse employers plan, cannot be Medicare, State or VA issued Plan. Or
- Be a new hire with proof of coverage elsewhere within the last 3 months. Or
- Enroll during open enrollment or your new hire window in the benefits enrollment system. Upload all required documents.
- Employee whose spouse/partner is a Nashua City/School employee is not eligible

Proof of Alternative Coverage

Acceptable proof of coverage may include:

- An insurance card from the alternative provider, with an effective date and who is covered.
- A letter from the insurance provider confirming active coverage, with effective date and who is covered.
- Other official documentation that verifies the employee is covered under a qualifying health plan.

Stipends for Opting Out:

Employees who opt out of medical coverage may be eligible for a stipend subject to the following conditions:

- All eligibility requirements have been met.
- Stipend amounts will be determined by the City of Nashua and are subject to change annually.
- Stipend payment will be spread out over the Plan year using the employee's standard payroll schedule.
- Stipend payment for new hires will be pro-rated over the balance of the Plan year.
- Stipend payments are taxable and may be adjusted in accordance with IRS regulations.

Financial Incentive Value:
Employees who opt out of medical coverage may receive the following financial incentive:

- Single Opt Out Incentive - $1,250 annually
- Two Person Opt Out Incentive - $2,500 annually
- Family Opt Out Incentive - $5,000 annually

Re-Enrolling in Medical Coverage:

Employees who opt-out of coverage may re-enroll under the following conditions:

- During the City's annual open enrollment period.
- Following a qualifying life event (e.g., loss of alternative coverage, marriage, or childbirth) with appropriate documentation submitted within 30 days of the event.

Responsibilities:

- Employees are responsible for ensuring their alternative coverage meets minimum essential coverage requirements as defined by applicable federal and state regulations.
- The City of Nashua will provide resources and guidance to employees regarding the opt-out process and available stipend.

Notice of Changes / Program Cancelation:

- Employees shall be given notice annually prior to the start of open enrollment should any program or policy changes occur
- All changes and decisions whether to continue with the program shall be made 3 months prior to open enrollment in an effort to provide employees with sufficient time make participation decisions.

Compliance:

This policy complies with New Hampshire state regulations and federal health coverage requirements. Any disputes regarding eligibility, stipends, or re-enrollment will be handled by the City of Nashua's Human Resources Benefits Department.

Policy Review:

This policy will be reviewed annually to ensure compliance with state and federal laws and to reflect City practices.

Effective Date: Click to choose date from list.
Revision Date: N/A
Policy: Employee Medical Coverage Opt-Out
Supersedes: NA

Approved By: ______________________________________ Date ____________________________

~~SIDEBAR AGREEMENT~~

~~RATIFICATION/APPROVAL~~
~~PROCESS AND APPLICATION OF BENEFITS~~

~~The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Board of Education's ratification of their Agreement is subject to Aldermanic approval of the cost thereof and Aldermanic appropriation of sufficient funds in addition to those contained in the City of Nashua approved budgets and contingency accounts, as adjusted, and the transfer of all of said funds to the Board of Education thereby permitting it to fund the referenced Agreement. Failing such appropriation and transfer, the Agreement shall be null and void and the parties shall continue to negotiate a successor agreement as provided by law. Upon approval, as aforesaid, retroactive wages and benefits contained in the referenced CBA shall be granted only to employees in the current employ of the District on the date of execution of this Agreement.~~

~~BY~~_________________________________ ~~Date~~________________
~~Jennifer Bishop, President~~
~~Nashua Board of Education~~

~~BY~~_________________________________ ~~Date~~________________
~~Adam Marcoux, President~~
~~Nashua Teachers' Union~~
~~LOCAL 1044 AFL CIO~~

~~SIDEBAR AGREEMENT~~

~~EVALUATION COMMITTEE~~

~~Parties agree to establish a joint labor management committee for the development and implementation of an annual system and form(s). The Committee will have equal representation from labor and management. The Union representatives on the Committee shall be appointed by the President of the NTU. The objective will be to provide for annual evaluation of all members.~~

~~BY~~____________________________________ ~~Date~~_________________________
~~Jennifer Bishop, President~~
~~Nashua Board of Education~~

~~BY~~____________________________________ ~~Date~~_________________________
~~Adam Marcoux, President~~
~~Nashua Teachers' Union~~
~~Local 1044 AFL CIO~~

~~SIDEBAR AGREEMENT~~

~~BENEFIT TERMINOLOGY COMMITTEE~~

~~The parties agree to form a joint labor/management committee to review the CBA and find a cost-neutral solution to resolve the mix of references to "days" in some benefits and "hours" in others throughout the agreement and to settle on a single unit of measure to be used uniformly in areas such as vacation, sick leave, etc. This committee will have equal representation from both sides with union members appointed by the NTU President. Any agreement must be approved and ratified by both parties.~~

~~BY~~ ______________________________ ~~Date~~ ____________________
~~Jennifer Bishop, President~~
~~Nashua Board of Education~~

~~BY~~ ______________________________ ~~Date~~ ____________________
~~Adam Marcoux, President~~
~~Nashua Teachers' Union~~
~~Local 1044 AFL CIO~~

~~SIDEBAR AGREEMENT~~

~~SICK BANK LEAVE AGREEMENT~~

~~The Nashua Board of Education and The Nashua Teachers' Union, Local 1044, AFT, AFL-CIO agree to bring together the sick leave committees of all NTU bargaining units to regularize and consider rule changes in sick leave policies, with aim of consistency across bargaining units.~~

~~BY~~ ______________________________ ~~Date~~ ____________________
~~Jennifer Bishop, President~~
~~Nashua Board of Education~~

~~BY~~ ______________________________ ~~Date~~ ____________________
~~Adam Marcoux, President~~
~~Nashua Teachers' Union~~
~~Local 1044 AFL CIO~~

UNIT C

Secretaries

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA TEACHERS UNION

Local 1044, AFT, AFL-CIO

July 1, 2026

Through

June 30, 2029

NASHUA BOARD OF EDUCATION

Jennifer Bishop, President
Heather Raymond, Clerk
Sharon Giglio
Rob Johnson
Regan Lamphier
Jaimeika Lewis
Shewanda Lopez
Kirstin Prinn
Santosh Salvi

NEGOTIATING COMMITTEE/RESOURCE PEOPLE

Dr. Mario Andrade, Superintendent
Krystal De Gray, Chief Operating Officer
Michael Bowse, Director of Human Resources
Tina Avelar, Business Manager
Jennifer Bishop, Board of Education
Santosh Salvi, Board of Education
Thomas Closson, Attorney

NASHUA TEACHERS' UNION

Gary Hoffman, President
Adam Marcoux, Vice President
Patrick Johnson, Secretary
Stacy Gingras, Treasurer
Walter Freeman, Member-at-Large
Patricia Gagnon, Member-at-Large
Wendy Stough, Member-at-Large

NEGOTIATING TEAM
Gary Hoffman
Cheri Gaudette
Allison Lynn
Kendra Mansfield
Terri Donovan, Attorney, AFT-NH, AFT, AFL-CIO

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AGREEMENT

Unit C AGREEMENT made between the Nashua Board of Education (hereinafter called the "BOARD") and the Nashua Teachers Union, Local 1044, American Federation of Teachers, AFL-CIO (hereinafter called the "UNION"), dated:___________________________________.

ARTICLE I
RECOGNITION

1:1 The "Board" recognizes the Nashua Teachers Union as the exclusive representative for the purpose of collective bargaining for "Unit C" concerning wages, hours and other terms of employment of all employees in Unit C as included herein: secretaries, clerks, and receptionists, or who qualify for Schedule I, Schedule II or Schedule III, in the Nashua School District as certified by the New Hampshire Public Employees Labor Relations Board, EXCLUDING executive secretary to Superintendent, secretary to Superintendent, Schedule I secretary to the Assistant Superintendents, secretary to the Chief Operating Officer; Human Resources employees; secretary to the Director of ELL, Business Office staff (3), Special Education Office secretaries (2); and two (2) Payroll employees assigned to Central Office.

1:2 Upon individually written authorization by each employee and approval by the Union President, the District agrees to deduct from each employee so authorized, the current monthly Union dues, as certified to the District by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction is to be made weekly, 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 week. Deductions will commence no later than the fourth pay period following the date the authorization form is filed with the District.

The form of the authorization is shown as Appendix B to this Agreement. The District will recognize all voluntary dues deduction authorizations provided before the execution of this agreement. Employees will be able to revoke their authorization only between September 1st and September 15th of any year.

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

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

The Union will hold the District harmless from any disputes between the Union and its members relative to the deduction of dues. The District shall have no obligation to collect dues beyond the weekly deduction. The Union agrees in return for itself and its members that they will individually and collectively perform loyal and efficient work and service and use their influence and best efforts to promote and advance the interest of the taxpayers of the Nashua School District.

1:3 All members of the bargaining unit will be provided all the wages and benefits provided under this Agreement, and shall retain all rights guaranteed to them under the provisions of RSA 273-A.

ARTICLE II
DEFINITIONS

2:1 The term "work place" means a school, or the administration office.
The term "school" means any work location, or functional division maintained by the BOARD where instruction is offered to the children of Nashua.

2:2 The term "Principal" means the responsible head of a respective school.
The term "Supervisor" means the person to whom an employee in the administration building is responsible as shown on the organizational chart of the District.

2:3 The term "Teachers' Union Representative", as used in this Agreement, shall mean any duly authorized designee of the Federation.

2:4 Whenever the singular is used in this Agreement, it is to include the plural where the context clearly so indicates.

2:5 The term "employee", as used in this Agreement, means any member of the Bargaining Unit who has successfully completed the probationary period. The rights of Bargaining Unit members, who have not completed the probationary period, are set forth in Article 8:3.

2:6 The probationary period shall be 90 calendar days of active employment as an employee as defined herein.

2:7 The term "active employment", as used in this Agreement, shall mean actual time physically present on the job together with any authorized paid leave granted pursuant to this Agreement.

2:8 The term "seniority", as used in this Agreement, shall mean accrued time in active employment as defined in 2:7. In the event of authorized unpaid leave, suspension, or layoff, the employee shall retain such seniority as was accrued on the date of the authorized unpaid leave, suspension, or layoff upon return to active employment, but shall commence further accrual only upon such return and shall not accrue seniority during such leave, suspension, or layoff period. In the event of retirement, resignation, or discharge, the employee shall lose all seniority.

2:9 Schedule I and Schedule II employees are defined in Article 7:6.

2:10 The term "compensatory time", as used in this agreement, shall mean authorized time off which an employee may receive in lieu of overtime pay.

ARTICLE III
GRIEVANCE PROCEDURE

Grievance and Arbitration Procedures

3:1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve an alleged violation of a term or provision of the existing contract.

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

3:2-1 All grievances over which a principal or supervisor has no jurisdiction shall be submitted directly to the Chief Operating Officer within thirty (30) school days after the aggrieved party knows or should have known of the act or condition on which the grievance is based. Submission at any level within that thirty-school day period shall establish the timeliness of the grievance.

3:3 Step 1
Any employee who has a grievance shall, with or without the employee's union representative, discuss it first with the employee's principal or supervisor in an attempt to resolve the matter at that level.

3:4 Step 2

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

a. The specific nature of the grievance and the date it occurred;
b. The provision(s) of this Agreement which is alleged to have been violated;
c. The nature and extent of the injury, loss or inconvenience;
d. The results of previous discussions;
e. The basis for dissatisfaction with the decisions previously rendered;
f. The remedy which is desired.

The grievance shall be signed by the aggrieved employee and union representative before being presented to the principal or supervisor in Step 2.

3:5 If the grievance is not received in writing by the principal or 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. An alleged waiver will be subject to arbitration pursuant to the provision of this Article. The principal or supervisor shall act upon the grievance within five (5) school days after receipt at Step 2 and shall communicate the decision in writing to the UNION.

3:6 Step 3

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

3:7 Step 4

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

3:8 Failure at any step of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the specified time limits, shall be deemed to be acceptance of the decision rendered at that step.

3:9 It is understood that employees 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.

3:10 Aggrieved persons may be represented at all stages of the grievance procedure by themselves and by a representative selected or approved by the Nashua Teachers' Union.

3:11 When a grievant in Step 1 is not represented by the Nashua Teachers' Union in the processing of a grievance, the Nashua Teachers' Union shall, at the time of submission of the grievance at Step 2, have the right to be present and present its position in writing at all meetings, with the grievant, held concerning the grievance and shall receive a copy of decisions rendered.

3:12 If a grievance involving the interpretation or application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure above, then the UNION may submit such grievance to arbitration by giving written notice thereof to the

BOARD not later than two (2) school weeks after the completion of Step 5. The grievance shall be considered as having been settled in Step 5, unless it is so submitted to arbitration within such time limit.

3:13 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 UNION to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining, of said Association, applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement.

3:14 Each grievance shall be separately processed in any arbitration proceeding under this Article.

3:15 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

3:16 The Arbitrator selected will confer with representatives of the BOARD and the UNION. The arbitrator will set forth findings, in writing, and submit them to the BOARD and the UNION.

3:17 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.

3:18 The BOARD agrees that it will apply, to all substantially similar situations, the decision of an arbitrator sustaining a grievance**.** The UNION 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.

3:19 The arbitrator's fee will be shared equally by both parties to the dispute.

3:20 <u>School Board Grievances</u>

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

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

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

3:23 <u>Released Time</u>

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

3:24 Summer Timeliness

In the event that the processing of a grievance under Article III extends beyond the completion of the pupil school year, all time periods referred to in the above process then remaining shall be doubled and the reference shall be to business days or business weeks during that period between the end of one pupil school year and the beginning of the pupil school year next following.

ARTICLE IV
WAGE AND OTHER BENEFITS

4:1 Basic Wage Schedule

Employees shall receive written notification, until such time as this item becomes available electronically, between July 1st and July 15th of each contract year of their credited years of experience and their step on the contract schedule.

Wages will be paid in accordance with Appendix A.

Effective July 1, 2026, employees shall be paid in accordance with Appendix A and shall be placed on the Schedule (Appendix A) with credited years of experience and advanced a step on the schedule if eligible. Eligible employees will advance a step at the beginning of their sixth (6th), eleventh (11th), sixteenth (16th), and twenty-first (21st) years of credited experience. Pay rates shall be retroactive to July 1, 2026 and paid in full within 30 business days following signing of this agreement.

Effective July 1, 2027, employees shall be paid in accordance with Appendix A and shall be placed on the Schedule (Appendix A) with credited years of experience and advance a step on the schedule, if eligible. Eligible employees will advance a step at the beginning of their third (3rd), sixth (6th), ninth (9th), eleventh (11th), fourteenth (14th), sixteenth (16th), nineteenth (19th), and twenty-first (21st) years of credited experience.

Effective July 1, 2028, employees shall be paid in accordance with Appendix A and shall be placed on the Schedule (Appendix A) with credited years of experience and advance a step on the schedule, if eligible. Eligible employees will advance a step at the beginning of their sixth (6th), ninth (9th), eleventh (11th), fourteenth (14th), sixteenth (16th), nineteenth (19th), and twenty-first (21st) years of credited experience.

Employees who are hired between July 1st and December 31st shall be credited with a year of service the following July 1st. Employees hired between January 1st and June 30th shall not be eligible for a credited year of service until the July 1st of the following calendar year.

New employees may be granted up to three (3) years of creditable service for the purpose of placement and advancement on steps, based on prior work or educational experience directly relevant to a secretarial position. The determination of creditable service will be made administratively upon hiring. An individual who qualifies for three (3) years of creditable service will be hired on Step 1. Employees shall have only one year from their date of hire to challenge his/her years of credited experience. Employees hired before July 1, 2015, shall have until June 30, 2016, to challenge his/her years of experience.

Employees who have qualified for the $.30 hourly salary differential on or before July 1, 2007 shall be grand-fathered and continue to receive the differential without the requirement of any further staff development.

Shift Differential

The Adult Education Secretary shall be compensated at the rate of an additional fifty-cents ($.50) per hour above her/his regular rate of pay for all hours or any portion thereof for time worked as part of their regular work schedule that fall between 5pm and 5am.

4:2 Overtime/Compensatory Time

1. Time worked in excess of eight (8) hours in any single workday, or in excess of forty (40) hours in any single work week will be paid at the rate of one and one-half (1 ½) the employee's regular rate of pay.

2. With the prior approval of their supervisor at the time overtime is worked, employees may elect to accrue compensatory time off at the rate of time and one-half in lieu of paid overtime up to a maximum of one (1) week (37 ½ hours, effective July 1, 2022, 38 ¾ hours; effective July 2024, 40 hours). Any use of such approved compensatory time must have the prior approval of the employee's supervisor and such use shall be at the employee's discretion. It shall be the employee's option whether or not to utilize sick, personal, vacation or compensatory leave. Approval of such leave shall not be unreasonably withheld.

3. Upon separation from employment, an employee shall be paid compensatory time up to the maximum of one (1) week.

4. Paid holidays, but no other leave, occurring during the work week shall be counted as time worked for the purpose of determining the straight time hours. An employee may be required to work overtime when so directed by the building principal or supervisor. Employees, who are called back to work after normal working hours by their supervisors, shall be compensated at time and one-half rate for time spent with a minimum of three hours.

5. Overtime for the following special projects and assignments at each of the high schools shall be offered on an equitable and rotating basis within each building according to a seniority list maintained by the Union. If an employee is offered overtime and declines, the overtime is offered to the next person; the list is followed from that name forward until the list has been completed at which time the beginning of the list will be utilized in the same rotating basis. Special projects and assignments shall be those tasks that are not linked uniquely to particular positions and shall be limited to the following: changing locker combinations, graduation ceremony (1 each year at each high school), scholarship/awards night (1 each year for each high school), open houses (2 each year for each high school), parent conferences (2 each year at each high school) and bulk mailing, or special projects or assignments as deemed necessary by the building principal. The NTU President or designee(s) shall be responsible for maintenance of this overtime list and distribution of assignments.

6. In all elementary and middle schools, at the discretion of the building principal (or his/her designee), secretaries shall have the opportunity to work the following events at their respective schools and be paid or given comp time, (the employee's choice) at overtime rates; parent-teacher conference evenings, Open Houses, and where applicable, kindergarten registrations. This will be done on an equitable and rotating basis within each school, according to a seniority list at each school, maintained by the Union. If an employee is offered overtime and declines, the overtime is offered to the next person on the list. The list will be followed until it has been completed and returns to the most senior employee.

4:3 Method of Payment of Compensation

1. All employees shall be paid weekly on the basis of the number of hours worked since the last payment date.

2. Pay checks for paper pay stubs shall normally be received at the employee's work location on Thursday. Employees who receive electronic deposits will no longer have a paper copy of the paystub. The paystub will be emailed to staff. Employees who receive paper checks will still be provided with paper paystubs.

4:4 Holidays

1. Schedule I employees shall be entitled to the following holidays with pay provided the probationary period has been completed:

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

2. Schedule II employees shall be entitled to the following holidays, with pay, provided the probationary period has been completed:

Labor Day	Day After Thanksgiving
Columbus/Indigenous Peoples' Day	Christmas Day
Veterans Day	New Year's Day
Day Before Thanksgiving	Martin Luther King Day
Thanksgiving	Memorial Day

July 4^{th} is payable at the amount of four (4) hours times the employee's hourly rate~~.~~

In order to qualify for pay on an unworked holiday, an employee must work on the last scheduled work day prior to the day the holiday is observed, and the first scheduled work day subsequent to the day on which the holiday is observed, unless on paid leave that was authorized 48 hours prior to the beginning of the holiday/holiday weekend or the employee presents a note from a qualified medical professional verifying the reason for using sick leave hours.

4:5 Vacations

Vacation leave for Schedule I and II employees shall be accrued on the basis of the number of months in active employment up to the following amounts.

Accruals shall commence with date of hire.

1. Schedule I and Schedule II employees shall accrue vacation leave according to the following, commencing with the date of employment, but shall not be entitled to vacation leave pay until they have satisfactorily completed the probationary period and provided they are in the active employment of the District. Vacation benefits shall not be paid retroactively.

For employees hired on or after July 1, 2019:

Up to five (5) full years seniority	10 days
Upon completion of five (5) full years seniority	15 days
Upon completion of nine (9) full years seniority	20 days

For employees hired prior to July 1, 2019:

Up to five (5) full years seniority	10 days
Upon completion of five (5) full years seniority	15 days
Upon completion of nine (9) full years seniority	20 days
Upon completion of fifteen (15) full years seniority	21 days

Upon completion of sixteen (16) full years seniority	22 days
Upon completion of seventeen (17) full years seniority	23 days
Upon completion of eighteen (18) full years seniority	24 days
Upon completion of nineteen (19) full years seniority	25 days

Any accrued vacation days(s) in excess of the maximum accrual not used during the previous contract year must be used by August 31st of the current year or the day(s) shall be forfeited. The July and August accruals do not count towards the maximum cap calculation.

2. No employee shall be allowed more than fifteen (15) days' vacation in succession, at any time, unless this requirement is waived by the principal or supervising administrator. Employees with the greatest seniority shall have preference in selecting the times during which they wish to take their vacation. The principal or supervising administrator shall be notified, in writing, of such selection request by April 1 of each year. Employees may utilize their vacation leave at any time during the year if approved by the Administration and subject to the limitations in this paragraph. At the principal's discretion, an employee may be restricted from taking vacation leave during the ten working days preceding the pupil school year. The Superintendent or designee may alter the above vacation selection or schedule as District needs dictate.

3. No vacation leave or payments will be allowed, if an employee is discharged for just cause. In such event, there shall be no proration of accrued vacation payments. The District reserves the right to limit the number of employees to be on vacation during any one period. All vacation days shall be scheduled with the approval of the Superintendent or designee.

4. Any employee who resigns, is laid off, retires, or dies, shall be entitled to accrued vacation pay, in accordance with the eligibility requirements contained in this Agreement, prorated to the date the employment ceases. Any accrued vacation pay to which an employee may be entitled, on the date of the employee's death, will be paid to the employee's estate.

5. Schedule II employees will be paid on the basis of 7 hours times the employee's hourly rate for each day of annual leave used.

6. Employees shall have the option to utilize three (3) vacation days during one of the following: Christmas, Winter and Spring breaks.

4:6 <u>Longevity</u>

1. Effective July 1, 2018, longevity will be paid on the first Thursday in January following the holiday recess to all Schedule I and Schedule II employees in the active employment of the District on the previous December 31 based on the following:

	Schedule I	Schedule II
After ten (10) years seniority	$750	$645
After fifteen (15) years seniority	$1250	$1075
After twenty (20) years seniority	$1750	$1505

2. Seniority will be computed as of the employee's anniversary date occurring on or prior to December 31 in any calendar year. For an employee to receive the longevity payment paid in January of each year, the employee must be in the employ of the District until December 31st of the previous year. For example, the employee must work until December 31, 2021 for longevity payment scheduled in January 2022.

4:7 Educational Benefits

A. For each fiscal year, the District agrees to provide the sum of $4,000 for the purpose of reimbursement of tuition cost for courses or workshops which are both directly related to the employee's job description and duties and of benefit to the District. One course or workshop per employee per semester shall be allowed with the approval of the Committee subject to the availability of funds within the above allowance. However, employees who have not been previously granted reimbursement in the same contract year shall be given preference. Requests for a second course or workshop may be granted by the Committee based on availability of funds. Reimbursement will be available to those who are actively employed, who make application for the benefits, and who have received the prior approval of a committee comprised of the Chief Operating Officer and two (2) NTU representatives appointed by the NTU President. The committee will function by receiving a copy of the request with the title and detailed description of the content for the course or workshop and make a determination as to whether or not it is directly related to the employee's job description and duties. Employees will be reimbursed 80% of the cost of tuition. Payment will be made on the furnishing of written evidence of satisfactory completion of the course or workshop.

   The District agrees to pay one hundred percent of the tuition for courses or workshops which the employee is required, in writing, to take by the District. Travel and interim living expenses for such required courses or workshops will be reimbursed in accordance with existing Board policy levels. Funding for required courses or workshops will be provided separately from the above $4,000 available for tuition reimbursement.

B. Professional development activities provided by the District shall be scheduled to occur on Election Day and/or Presidents' Day. A joint Labor/Management Committee on Professional Development shall be formed with two members from NTU and two members from the District, to devise and develop professional development activities to all secretaries.

4:8 Leave for Conferences and Workshops

Secretaries may be granted paid leave within budget and staffing limitations to attend annual conferences and workshops. Lodging, travel and conference expenses will be paid by the District consistent with District policies.

Up to three (3) days of paid professional leave will be granted to up to two (2) employees designated by the President of the Union for the purpose of attending the American Federation of Teachers Annual Paraprofessional and School-Related Personnel Conference, at no cost to the District. Employees may be requested to share the information gained at the conference with other secretaries.

For each fiscal year, the District agrees to provide the sum of $4,000 to pay for the cost of registration, lodging, meals and mileage for employees to attend the annual New Hampshire Association of Educational Office Professionals (NHAEOP), provided such employees are granted paid leave by their immediate supervisor or his/her designee. In the event there are more applicants than slots available, the recipients shall be determined by a lottery administered by the NTU. Employees selected and attending in the previous year are ineligible unless space and funding remain after the above procedure has been followed.

4:9 Mileage Allowance

The District agrees that employees using private automobiles, at the request of the District on District business, shall be reimbursed at the prevailing IRS rate.

4:10 Severance Pay

Upon the resignation, retirement or death of an employee in the employ of the Nashua School District, who has at least ten (10) years seniority in the District, the BOARD shall pay to that employee or the employee's estate, in the case of death, the prevailing per diem rate of pay based on the employee's hours of work per day during the school year and based on the employee's per diem rate of pay for each day of the employee's accumulated sick leave then remaining to a maximum of:

- 132 days for Schedule I employees; and
- 113 days for Schedule II employees.

For all employees hired on or after July 1, 2019, the following severance schedule shall be followed:

- 103 days for Schedule I employees
- 88 days for Schedule II employees

For severance payments other than at the end of the fiscal year, the sick days in the current fiscal year, counted in the calculation, shall be prorated based on the effective date of the retirement. (Example; a Schedule I secretary retires 4 months into the fiscal year. Their prorated sick accrual would be 5 days, not the full annual complement of 15 days.) This proration will be applied until February 1 of each year, after which the employee will be credited for the full annual complement of days.

In order to be eligible for severance pay, an employee must provide forty-five (45) calendar days' notice of their retirement or resignation. The Superintendent, under extenuating circumstances, can waive this deadline.

4:11 Coverage

Due to security protocols, the District agrees to provide substitute coverage for absent elementary school secretaries.

ARTICLE V
SUPPLEMENTAL BENEFITS

5:1 Worker's Compensation

All employees shall continue to be covered by the provisions of the New Hampshire Worker's Compensation Act.

5:2 Pension

The parties agree that all provisions of the New Hampshire Retirement System shall be made available to Schedule I and Schedule II employees. Participation in the New Hampshire Retirement System is mandatory upon the first day of employment.

5:3 Tax-Sheltered Annuities

The District agrees to allow all employees to take advantage of the Federal Law concerning tax-sheltered annuities.

5:4 Health Benefits

Starting with the city's next open enrollment period (May 2027), the Board shall provide, upon the request of an eligible Schedule I and II employee, subject to the provisions of this article, the amount of the premium specified below for an individual, two person, or family plan, of one of the following, if available, or a comparable plan if the following plan(s) are not available:

a) Point-of-Service-Plan
b) HMO Plan
c) HDHP w/HSA

d) HDHP w/out HSA, or

e) The city may make additional plans available to members with benefit levels and premium cost sharing determined by the city in its sole discretion.

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties concerned that the city reserves and shall have the right to change insurance carriers provided the benefits to participants are comparable and the city elects the least expensive plan available to provide such benefits.

Should the City determine that it is in the best interests of the City to offer a "comparable" plan to either option "a" or "b", it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later than thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

Comparable Plan Definition: Prior to the adoption of the plan changes identified below, a comparable plan means no additional out of pocket increases to employees and no reduction in current benefits and at least 95% of the current physicians, including specialists and hospitals. Upon the adoption of the plan changes identified below, a comparable plan means one that offers the same type of benefits, but benefits do not have to be exactly the same. In addition, the plan must provide reasonable access to health services and physicians, including specialists and hospitals.

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

For eligible members, the City shall contribute 70% of the premium for option (a) and 80% of the premium for option (b), (c), (d), or (e).

All plans offered by the City shall have the following co-pays and deductibles:

Anthem HMO Plan shall have the follow co-pays and deductibles:

(a) Twenty-Five Dollars ($25.00) per medical visit;

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

(c) One Thousand Five Hundred Dollars ($1,500.00) Per Person, Three Thousand Dollars ($3,000.00) Per 2 Person/Family Inpatient/Outpatient Facility Deductible; and

(d) Three Tier Pharmacy Benefit of $10/$30/$50 ($20/$60/$100 Mail Order).

Anthem HDHP w/Health Savings Account (HSA)

(a) Commitment to $1,500 Single and $3,000 for 2-person and family contribution to the HSA;

(b) HSA contribution will be prorated based upon enrollment date – Employees who join the HDHP w/HSA at any time other than July 1 will receive a pro-rated City contribution of $125 monthly for a single plan and $250 monthly for 2-person or family plan for each full month remaining in that fiscal year;

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

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

Regular part-time employees working a minimum of 20 hours per week are covered by the provisions of this article on a pro rata basis. The proration is based on the ratio the employee's regular weekly work hour are to 40 hours. The proration applies to the City's premium contribution.

For the duration of this agreement, the parties agree to participate in a joint labor/management committee with other city and school district bargaining units to develop proposals to modify the health insurance programs offered by the city in order to control the costs of those programs for the benefit of the city and its employees.

Eligible employees shall be eligible for the medical insurance opt-out as delineated in Appendix D.

5:5 Life Insurance

On the first day of the month next following the expiration of thirty days after the signing of this Agreement, the District shall provide full payment of the cost of a $10,000 Term Life Insurance policy for Schedule I and Schedule II employees. Schedule I and Schedule II employees may purchase at their own expense additional optional life insurance if approved by the insurance carrier in an amount allowed by the insurance carrier. Employees shall become eligible for the term life insurance benefit on the first of the month following the conclusion of the first 30 days of active employment of the employee's probationary period.

5:6 Supplemental Injury Benefits

a. An employee absent from work as the result of a work related injury or illness occurring during employment with the District, and who receives workers' compensation benefits, shall be paid by the District l00% of the difference between the employee's average daily wage as determined for the purpose of workers' compensation benefits, and the amount of daily workers' compensation benefits received by the employee, for each day the employee is scheduled to work.

b. It is intended that no employee shall receive for each day of absence more than the amount of daily pay as determined for the purpose of workers' compensation benefits. Any excess amounts received shall be forthwith returned to the District.

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

d. The provisions of this section shall not prevent an employee 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.

e. This supplemental benefit shall cease upon the exhaustion of the employee's sick leave entitlements.

f. An employee absent from work due to a work-related injury or illness may be terminated by the District after the exhaustion of workers' compensation benefits or one year whichever is sooner. Upon medical certification that the employee is fully able to perform the employee's former job responsibilities, an employee terminated under this section 5:6-f because of an absence of one year shall be rehired for the next available similar position as that held by the employee at the time of termination provided the employee is qualified for the position.

5:7 Dental Coverage

The Board agrees to provide single person dental coverage for Schedule I and II employees commencing on the first day of the month following the completion of the probationary period. Additional coverage for the two-person or family plans may be purchased by the employee at his/her own expense. Employees shall have the option to upgrade, at their own expense, to the non-affiliated High Plan.

5.8 Payroll Deductions and Christmas Break

In the event that Christmas Break spans two weeks or more and Schedule II secretaries receive 48 paychecks instead of the usual 49, the insurance deductions for the missing paycheck shall be distributed across two separate pay periods in nonconsecutive months.

ARTICLE VI
LEAVES OF ABSENCE

6:1 Sick Leave

1. Each Schedule I employee shall be entitled during each fiscal year to annual sick leave of 15 days (120 hours) without loss of pay. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 165 days (1320 hours) which shall not include the sick leave due in a current fiscal year.

2. Schedule II employee shall be entitled during each fiscal year to annual sick leave of 13 days (104 hours) without loss of pay. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 142 days (1136 hours) which shall not include the sick leave due in a current fiscal year. Absences which occur during the period when the normal workday is four hours shall be deducted from accrued sick leave at the rate of the four-hour (4) workday being equal to four (4) hours of sick leave.

3. No sick leave payments shall be applied retroactively for unpaid leave taken during the probationary period.

4. Sick leave shall be allowed only in the case of necessity and actual sickness or disability of the employee, employee's spouse, domestic partner or the employee's dependent children, parents, or for the employee to take physical and dental examinations or other sickness prevention measures. In case of the serious illness or accident of the spouse of the employee, parents or children of the employee, necessitating the employee's absence from work, the supervisor or designee may grant absence from work with sick pay up to the amount of annual and accumulated sick leave to which the employee is entitled.

5. Daily staff absentee reports or daily attendance sheets shall not indicate the reason for absence.

6. An employee must notify their supervisor or designee at least one (1) hour prior to their scheduled start time in order to draw sick leave pay, unless the employee can provide a compelling reason or in the case of an emergency as to why such notice was not given. To qualify for paid sick leave of five (5) or more consecutive days, the employee may be required to provide a doctor's certificate or other satisfactory evidence to their supervisor or designee, indicating that the employee was unable to work due to sickness or injury during the period claimed.

6:2 Sick Leave Bank

1. Any member of the bargaining unit who elects to participate in the Sick Leave Bank must contribute one day of the member's sick leave to the Sick Leave Bank in order to qualify for Bank membership. Members shall automatically be enrolled into the Sick Leave Bank unless they opt out. Members not wishing to participate shall complete a Sick Leave Bank Unenrollment form by the first Friday in August or within 30 calendar days after their first day of employment. Sick Bank Leave replenishment shall occur on the first Friday in August of each school year. Notice of replenishment shall be sent to all bargaining unit members by July 1st of each school year. The notice shall include the rules of the Sick Leave Bank, membership qualifications, and how to opt out.
2. A Sick Bank Leave replenishment shall not take place if the balance of the Sick Bank Leave is two times or greater than the number of eligible members in the unit.
3. Secretaries who are drawing days from the Sick Leave Bank at the time a call is made for replenishment of the bank will be continued as members of the bank. Secretaries who have exhausted their current and accumulated sick leave at the time a call is made for replenishment of the bank will be continued as members of the bank provided they agree to contribute a day to the bank on the first day of the new school year next following.
4. Secretaries returning from authorized leave during the time a call is made for replenishment of the bank and the deadline for making a contribution will have 30 calendar days from the date their employment resumes to opt out of contributing to the bank.
5. New hires will be informed of the Sick Leave Bank by the Human Resources Office at the time of their orientation interview provided, however, it shall be the responsibility of the teacher to report to the Human Resources Office for such orientation interview. New hires shall automatically be enrolled into the Sick Leave Bank unless they opt out. New hires not wishing to participate shall complete a Sick Leave Bank Unenrollment form within 30 calendar days after their first day of employment to unenroll.
6. Secretaries who elect to opt out of their membership in the Sick Leave Bank may rejoin the bank by contributing one day of their accumulated sick leave to the bank within 30 calendar days of a call for replenishment of the bank only during the following times:

    a. as outlined in Article 6:2A;
    b. if a replenishment is required at any other time as outlined in Article 6:2J.

7. Contributing members may apply for withdrawal from the Sick Leave Bank for reasons of prolonged or continuing illness or incapacitating accident of the contributing member in accordance with the Sick Leave Bank rules. Approved Sick Leave Bank withdrawals may only begin upon depletion of accumulated sick leave.
8. The operation of the bank and withdrawals therefrom shall be carried out by a Committee of two (2) secretaries selected by the UNION and one administrator selected by the Superintendent which shall furnish written records of deposits and withdrawals to the Superintendent. The Committee shall establish its rules, regulations, and forms and may require substantiating medical documents, and in all cases the decision(s) rendered by the Committee shall be final and binding.
9. The District shall provide to the Union the balance of the Sick Leave Bank on September 1st, December 1st, March 1st, and June 1st of each year. The Union shall have the right to request a balance of the Sick Leave Bank at any other time.
10. Should replenishment be required at any other time during the school year, it shall be mutually agreed upon by the Union and the District. The process for an additional

replenishment shall follow the process as outlined in Article 6:2 A. The dates of additional replenishment shall be mutually agreed upon by the Union and the District.

11. A special replenishment call allowing members to contribute multiple days to the Sick Leave Bank shall be permitted upon mutual agreement of the Union and the District. This special replenishment call shall not impact a member's membership in the Sick Leave Bank. This special replenishment shall only be permitted by current members of the Sick Leave Bank.
12. Effective July 1, 2026, the Clerical Sick Leave Bank balance shall be zero. Any Sick Leave Bank days granted by the Sick Bank Committee from July 1, 2026 to August 3, 2026 shall be deducted from the Sick Leave Bank balance on August 3, 2026.
13. A special replenishment of the Clerical Sick Leave Bank shall be initiated if the balance falls to one-half or less of the total number of eligible unit members. The process for any additional replenishment shall adhere to the process as outlined in 6:2A. The dates for any additional replenishment shall be determined by mutual agreement between the Union and the District.
14. After August 3, 2026, under no circumstance will the Committee be permitted to award days from the sick bank if doing so would cause the balance of days in the sick bank to fall below zero.

6:3 Personal Leave

Each Schedule I employee shall be entitled to four (4) paid days and each Schedule II employee shall be entitled to three (3) paid days leave of absence per fiscal year. While this list is not inclusive, paid personal days may be taken for the following reasons:

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

Schedule I employees may also use personal days on days when the schools are closed due to inclement weather.

Each day taken shall be subject to the prior approval of the Superintendent or designee. Except in emergency situations, at least 48 hours' notice shall be given in requesting a personal day through the Superintendent or designee. Personal leave for Schedule II employees which occurs during the period when the normal workday is four hours shall be deducted from personal leave at the rate of the four-hour workday being equal to four (4) hours of personal leave.

Personal leave which is not used in any fiscal year will be added to the employee's accrued sick leave balance in accordance with Section in accordance with 6:1 (3) of this Article.

6:4 Bereavement Leave

a. Employees shall be entitled to up to seven (7) days bereavement leave with pay for absence due to each death of their spouse, domestic partner, child(ren), mother or father and step-equivalents.
b. Employees shall be entitled to up to three (3) days bereavement leave with pay for absence due to each death of "immediate family". "Immediate family" shall include: brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren and step-equivalents.

c. Employees shall be entitled to up to three (3) days bereavement leave with pay for absences due to each death of a close relative of an employee for which there shall be no deduction in pay. "Close relative" shall include: aunt, uncle, niece, nephew, in-laws not included under (a) and close friends provided the close friend lives in the employee's home.
d. Bereavement leave for Schedule II employees which occurs during the period when the normal workday is four hours shall be equal to four (4) hours of bereavement time.

6:5 Released Time

Up to five (5) members of the negotiating team will be granted released time as needed without loss of pay or loss of personal days for the purpose of contract negotiations, mediation and fact finding.

6:6 Extended Leaves

Schedule I or Schedule II employees may apply for an unpaid leave of absence for the extended illness of the employee, or the employee's spouse, domestic partner, children, mother, or father. At the discretion of the Superintendent such an unpaid leave may be granted for a period up to twelve months. Unless otherwise provided, employees on unpaid leaves pursuant to this Article 6:6 shall not be eligible to receive any of the benefits contained in this Agreement including any paid leave days. The employee desiring to return from such unpaid leave will be assigned to the next available vacancy for which the employee is qualified.

6:7 Court Appearances

An employee who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted the difference between the fee received for such service, excluding court reimbursement for mileage, meals, and lodging, and the amount of earnings lost by reason of such service. Satisfactory evidence of the fee received exclusive of mileage, meals, and lodging reimbursement, must be submitted to the Payroll Office for the differential to be granted. Time paid under this Article 6:7 shall not be counted as time worked for the purpose of computing overtime.

6:8 Military Service

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

6:9 Continuation of Insurance

Upon agreement by the respective insurance carriers, any employee who is on authorized unpaid leave may be permitted to continue the health and life insurance benefits provided by this agreement at the employee's sole expense, on condition that the employee remits the full monthly insurance premium by check payable to the City of Nashua, to the District Personnel Office no later than the 15th day of the month preceding the month the premium is due. In the event the employee fails to remit the premiums due, the benefits provided by this section 6:10 shall terminate immediately without further notice to the employee and the employee may not be re-enrolled in the group insurance plan for which the premiums were being paid until the employee returns to active employment.

6:10 Federal and State Compliance

The District will comply with the provisions of federal and state statutes, as amended from time to time, relating to family and medical leave. Any such provisions shall be deemed to operate concurrently with any paid or unpaid leave granted pursuant to this Agreement. The District will comply with any rights or benefits contained within such federal or state statutes which provide for any rights or benefits which exceed those contained in this Agreement only to the extent required by statute.

ARTICLE VII
WORKING CONDITIONS

7:1 Employment Status

No member of the Bargaining Unit shall be dismissed or disciplined except for just cause after having completed the probationary period associated with a position. Disciplinary actions shall normally follow this order:

a) Verbal Warning
b) Written Warning
c) Suspension Without Pay
d) Discharge

The District may deviate from the above when the severity of the offense warrants.

7:2 Seniority

The District shall prepare a seniority list which indicates the dates of employment of all members of the Bargaining Unit. The Union will be supplied with an updated copy of this list on or before November 1, and upon request.

7:3 Personnel Files

1. Each employee shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in the employee's personnel file with reference to evaluation of the employee's performance in the school district.
2. Upon request, the Administration shall provide to each employee copies of the records and reports described above.
3. In the event that the Board of Education removes from the employee's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed.
4. Each employee shall have the right to review and reproduce material in the employee's personnel file not later than 48 hours after requested.
5. The employee shall have the right to answer any material filed and the answer shall be attached to the file copy. The answer shall be reviewed by the person occupying the position of authority next above the person who filed the material.
6. Reproductions of such material may be available to the employee at no charge.
7. Personnel Files:
    a. Any item contained in an employee's file to which an employee has not been given access shall not be utilized in any legal proceeding against the employee.
    b. An employee shall be given upon request a receipt for all transcripts, medical forms and all other material submitted to the Administration, or the Nashua Board of Education.

7:4 Discrimination

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

7:5 Rules, Regulations and Policies

1. There shall be a complete copy of the Rules, Regulations and Policies (POPPS) of the Board of Education made available for access at each District building with new items added as they are approved by the BOARD.
2. It is agreed that all Union Representatives have a complete copy of the Rules, Regulations and Policies (POPPS) of the Board of Education, and the Administration will provide them with all new items as they are added.

7:6 Workday and Work Year

1. Schedule I employees shall be employed for a 12-month work year. Effective July 1, 2024, Schedule I employees shall be employed for a 12-month work year. The normal workday shall be eight (8) hours per day including a half hour paid lunch break.

2. Schedule II employees shall be employed for a 12-month work year. For the time period beginning five working days prior to the pupil year continuing through five working days after the pupil year, the normal workday shall be eight (8) hours per day including a half hour paid lunch break. At the principal's discretion, an employee assigned to an elementary school may be required to commence the eight-hour (8) work day ten working days prior to the pupil year. For all other week days, in the summer, the normal workday shall be four (4) hours. Schedule II employees shall be permitted to work a flex schedule during the summer hours with prior approval being obtained from the employee's supervisor. During the pupil year, Schedule II employees shall work only on teacher work days. However, in the event there is a non-teacher, non-pupil day (except for the December, February and April breaks, weekends and holidays) once the pupil year has started, employees shall have the choice to either utilize a vacation day(s) or personal leave day(s) or elect to work and be paid four (4) hours on such days; or, if there are two such days, to combine them and work eight (8) hours on one of those days in order to have the other day off as an unpaid day. Employees who choose to work eight (8) hours in exchange for one of the four-hour days off can also choose to be paid four (4) hours for each day rather than eight (8) hours for the day worked.

   The District Athletic Director may adjust the work schedule of the two Athletic Department secretaries (one Schedule II secretary at each high school) to accommodate the New Hampshire Interscholastic Athletic Association's mandated annual school sports timeline. This work schedule may require their four-hour (4) summer days to begin 10 workdays earlier than the contracted summer schedule and, in conjunction with that change, the 8-hour workday schedule would resume 10 days earlier in August. The net effect of this arrangement will be no change in the total hours paid these secretaries in a given year. Such changes must be communicated by the Director to the Secretaries no later than August 1 of the contract year.

3. The principal or supervisor shall establish a normal work schedule for each employee.

4. A 30-day notice shall be given Schedule I and Schedule II employees before a change is made in the established normal work schedule.

5. A two-week notice shall be given to part-time employees before a change is made in the established normal work schedule.

6. A member of this Bargaining Unit C must give a minimum of two weeks' notice, if intending to terminate employment with the Nashua School District.

7. In the event of a cancelled school day based on weather or other unforeseen emergencies, Schedule I employees shall have the option of not reporting to work and in order to be compensated for the day may, at the employee's discretion, utilize vacation, personal or compensatory leave time for the cancelled day. Schedule II employees shall have the option to utilize up to four (4) hours of their available comp-time, personal or vacation days to receive compensation when school is closed due to inclement weather or other unforeseen circumstances. Such election shall be made within 48 hours in UKG and paid within two payroll periods.

8. The Board agrees to provide a safe and healthy working environment. There shall be Union Representation on the Joint Loss Safety Committee. The Committee will be utilized to address any such concerns.

7:7 Duties Outside the Scope of Work

In general, secretaries shall not be required to perform duties outside their job description. Secretaries shall not be required to dispense medication to students.

The district and the union shall work collaboratively to develop new job descriptions for all secretaries over the next twelve (12) months. The twelve (12) months shall be counted from the date the contract is signed by the Board of Education and the Union.

7:8 Evaluations

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

B. When a supervisor observes an employee, it will be assumed the employee is being observed for purposes which may include evaluation.

C. When a supervisor makes and signs a written evaluation of an employee it will be shown to the employee who will acknowledge receipt thereof in writing. This shall not necessarily be interpreted to indicate the employee's assent. If the employee disagrees with all or any part of the evaluation the employee may file written comments in the employee's personnel file.

D. All evaluations will be in accordance with the evaluation forms and procedures adopted by the Board of Education or the Superintendent prior to the start of a fiscal year.

E. An employee may appeal his/her annual evaluation first to the Chief Operating Officer and then, if not resolved, to the Superintendent of Schools. The evaluation itself will not be subject to the grievance procedure.

F. The District shall present forms, procedures and timelines to be used for the observation and evaluation process on or before July 1st of the contract year preceding evaluations. Employees' evaluations shall be completed on or before June 15th *of the evaluation year* and provided to the employee by July 1st of any evaluation year.

7:9 Reduction in Hours

The following applies in the event of an involuntary reduction in hours for Schedule I or Schedule II employees:

Commencing on the date of signing of this Agreement, an employee as described above so affected will retain the following benefits as provided under this Agreement, as applicable, through the last day of this Agreement or one year from the date of the reduction in hours, whichever is later. Thereafter, the benefits shall be as provided by this Agreement for the reduced schedule.

Sick Leave	Sick Leave Accumulation
Personal Leave	Holidays
Vacations	Extended Leave
Health Insurance	Life Insurance
Dental Insurance	Longevity
Severance	Sick Leave Bank

An employee as described above initially so affected will retain only the following benefits, as applicable, and only to the extent and for the time periods indicated. All other benefits will be as provided by this Agreement for the reduced schedule.

A. Health, Life and Dental Benefits: Retained for one additional month for each year of service with a minimum of three months of coverage and a maximum of twelve months of coverage.

B. Sick Leave: Accumulated sick leave at the time of the reduction in hours retained. Additional annual sick leave will be credited in the amount applicable to the reduced schedule;

however, no additional annual sick leave will be credited if the employee's accumulated sick leave exceeds the maximum accumulation allowed for the reduced schedule.

C. Vacation: For Schedule I reduced to Schedule II – Accrued vacation leave retained. Additional accruals at the applicable rate for the reduced schedule.

7:10 Reduction in Staff

The provisions of this article 7:10 shall apply only on occasions when the total number of permanent positions by schedule in the bargaining unit is reduced and shall be done within each Schedule separately. When there is such a reduction, the following procedure will be used:

A. In making involuntary staff reductions, layoffs shall occur in the following order:
   1. Staff attrition;
   2. Probationary employees; and
   3. The least senior employee in the schedule being reduced.

B. Seniority shall be determined first by date of hire to a position in the bargaining unit, second by date of hire in the District in a non-substitute position, and third by social security number with the lowest last four digits having least seniority.

C. Employees designated for layoff shall be given at least thirty (30) work days written notice of such layoff. If such notice is given less than thirty (30) work days prior to the layoff, the employee shall be compensated at the employee's regular rate of pay for any of the employee's normal work days falling within the 30-day period but prior to the notice. A copy of the notice shall also be sent to the union office c/o NTU President, within the same thirty (30) day period. Neglecting to provide notice to the Union does not void the notice given to the employee.

D. Employees who are laid-off shall receive severance as provided in article 4:11, however, the ten-year seniority requirement shall be waived.

7:11 Recall

A. Employees who are laid off shall be placed on a recall list. All individuals in the recall pool will be considered for any vacancies before other employees or external applicants. If there are two or more individuals in the recall pool who at the time of layoff were in the same or higher schedule as the vacancy and who, in the opinion of the Chief Operating Officer, are qualified for the available position, one of the two most senior employees shall be recalled. Qualifications shall include experience including the currentness of that experience, skills and abilities related to the vacancy, and the individual's performance including attendance.

B. Except as otherwise provided in this article 7:11, an individual who is recalled shall return to the District that severance which represents the difference, if any, between the number of days on which severance was computed and the number of work days the individual was laid-off. The individual may return said severance in a lump sum, in equal weekly or in some other schedule of repayment approved by the Chief Operating Officer. In no instance may the weekly payments extend beyond the calendar year. Any arrangement for the repayment of severance in weekly payments must be in writing and signed by the individual. Accrued sick days will be credited to the individual as the repayment is made based upon the number of days the repaid severance represents.

   An individual who is offered recall for a position in the same schedule and fails to return said severance shall be removed from the recall list. An individual who is offered recall in a different schedule has the right of refusal and shall remain on the recall list.

   An individual who has been laid off continuously for one year from the date of the layoff shall not be required to repay any severance.

C. Unless otherwise provided under this Article 7:11, individuals shall remain on the recall list for two years from the date of layoff.

D. Notice of recall shall be sent by certified mail to the individual's last address which has been placed on file by the individual in the Personnel Office. A copy of said notice shall be sent to the Union.

An individual who is recalled shall in writing within 10 calendar days of the receipt of the notice or 15 calendar days from the date the notice is mailed, whichever is sooner, give notice of intent to accept the position. If the individual does not respond within the aforementioned time period, the individual will be removed from the recall list.

ARTICLE VIII
TRANSFERS, VACANCIES AND PROMOTIONS

8:1 Transfers, Promotions and New Positions

1. Employees who desire a change in duty or building assignment may file a written statement of such desire at any time with the Superintendent or designee. Such request may be renewed in writing each school year on Appendix C if it is not granted on initial application.

2. Notice of transfer or of non-transfer will be given to the employee as soon as practicable and under normal circumstances not later than thirty (30) days after the applicable posting. The NTU will also receive this notice.

3. An employee who has been transferred and objects to the transfer may request a meeting of the employee, Superintendent or designee and a Union representative. The Superintendent or designee will meet with the employee and/or Union representative to discuss the transfer.

4. In making transfers and promotions, and filling new positions, a candidate's area of competence, quality of performance, evaluations and experience from within and outside the system, the needs of the system, seniority and a candidate's wishes will be considered.

8:2 Posting

All positions shall be posted for five (5) business days prior to the position being filled. All notices shall be posted on the bulletin board in every school and the Central Office. The notice shall be sent to the UNION when posted. All posting notices referred to herein shall delineate the duties, rate of compensation, application process, and in the case of promotions, the qualifications for the position.

8:3 Interviews for Positions

All Bargaining Unit candidates for transfer and/or promotion who apply for a posted position, and meet the minimum qualifications for the position, will be interviewed.

8:4 Probation and Transfer Regulations

1. A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred or promoted to a different position of employment within or outside the bargaining unit shall be obliged to serve an additional probationary period, if any, associated with the new position, provided, however, that the employee shall be entitled to any benefits associated with the position immediately upon assuming the position.

2. A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred or promoted to a different position of employment within or outside the bargaining unit shall retain all accumulations of leave accrued while a member of the bargaining unit, provided that such accruals shall not exceed the maximum amount

of accruals that are allowed to a person holding the position to which the employee is transferred or promoted. In the event there is an excess of accruals, the amount of accruals allowed to be retained shall be the same as the maximum amount of accruals allowed to a person holding the position to which the employee is transferred or promoted. In the event the amount of accruals is less than the amount allowed to a person holding the position to which the employee is transferred or promoted, the employee may continue to accrue such benefits as are allowed to a person holding that position up to the maximum amount allowed for that position.

3. In the event a present member of the bargaining unit is transferred or promoted to a position within the bargaining unit, the District, at its sole discretion, may within 75 calendar days from the effective date of the transfer or promotion, transfer the employee to the employee's former position or to another position which has the same schedule and pay rate as the position from which the employee was first transferred or promoted. The 75-calendar day period may be extended as provided in 8.4.1. Transfers under this paragraph 8.4.3 shall not be grievable.

4. Probation:
   a. All newly hired personnel, and all employees assuming a new position, shall be obliged to serve a probationary period.
   b. The District may terminate a newly hired person from employment within the probationary period. Terminations under this Paragraph 8.4.4 (b) shall not be grievable.

5. A probationary employee who is transferred or promoted to a different position within or outside the bargaining unit, prior to completing the initial probationary period, shall complete the entire probationary period, if any, associated with the position to which the employee is transferred or promoted, and shall be entitled to benefits, if eligible, notwithstanding the fact that active employment may have been served in more than one position.

ARTICLE IX
UNION REPRESENTATIVES

9:1 Official List of Nashua Teachers Union Representatives

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

ARTICLE X
UNION PRIVILEGES AND RESPONSIBILITIES

10:1 Fair Practices

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

10:2 Recognition of Local Organization Representative

The Principal or Superintendent shall recognize the UNION building representative as the official representative of the local organization.

10:3 Distribution of Materials

Officers or officials of recognized employee organizations shall have the right to distribute organizational materials provided such materials are in good taste and provided that such materials shall not include campaign organization material related to local, state, or national political matters. Such distribution shall be made through the central mailing system. Nashua High School shall have a single mail box for the use of all secretaries in the building.

10:4 Meetings
The authorized representative of the UNION shall have the right to schedule UNION meetings in the building before or after regular work hours, and during lunch time of the employees involved. Such meeting shall not in any manner disrupt normal operations, and shall be subject to prior approval of the Building Principal or Superintendent.

10:5 No Local Organization Activity
Except as provided herein, the UNION agrees that no employee will engage in UNION activity while on duty. The Union, however, shall be granted 30 minutes at the start of the school year or during orientation to meet unilaterally with all new bargaining unit members. During the school year, the District will inform the Union of new hires within thirty (30) school days of hire, and the Union shall have the right to meet unilaterally with these new bargaining unit members during work for the purpose of explaining the contract and introducing them to the Union.

10:6 Protection of Individual and Group Rights
Nothing contained herein shall be construed to prevent the BOARD, a member of the BOARD or its designated representatives from meeting with any employee for expression of the employee's views. In the area of this Agreement, and for the term hereof, no changes or modifications shall be made except through negotiations with the UNION. Nothing contained herein shall be construed to permit an organization other than the UNION to appear in an official capacity in the processing of a grievance. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with an immediate supervisor or processing a grievance on the employee's own behalf in accordance with the Grievance Procedure heretofore set forth in ARTICLE III.

10:7 Information
1. The BOARD shall make available to the UNION upon its request any and all available information in the public domain, such as statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.
2. If the public agenda of a BOARD meeting has been prepared 24 hours in advance of such BOARD meeting, it shall be made available to the President of the UNION.
3. A copy of the minutes of all BOARD meetings shall be made available to the President of the UNION.

10:8 The UNION shall be permitted to post union related notices and other materials on the faculty/staff bulletin board provided the notices are in good taste and provided that such materials shall not include campaign organization material related to local, state, or national political matters.

10:9 In the event the President of the UNION is a member of the collective bargaining unit covered by this Agreement, said President, or designee, shall be granted three (3) days of paid leave to attend legislative hearings.

10:10 Union Business
A. In the event a member of this bargaining unit is President of the Union, s/he or her/his designee shall be granted five (5) days of paid leave for the purpose of Union business. If the President of the Union is not a member of this bargaining unit, the President may designate members of the bargaining unit to be authorized for paid union leave of three (3) days for the total unit. Said leave may be utilized in half-day increments. This leave may be utilized to attended union seminars, meetings, conferences and/or trainings. The President of the Union shall notify the Superintendent five (5) days in advance of the use of the leave.

B. The President of the Union, upon request, shall be granted a leave of absence. A request for such leave must be made no later than June 15 prior to the school year for which the request is effective.

C. In the case of a leave of absence, the District shall not be liable for any salary or benefit costs. Insurances may be extended at the President's expense to the extent mandated by state and federal law. The President, at the President's expense, may maintain enrollment in the City of Nashua's group health insurance for the first two (2) years of a leave of absence if so allowed by the insurance carrier.

D. For the first two (2) consecutive years of a leave of absence, the President shall retain all rights to the position the President formerly held. The provisions of Article 8 herein shall apply to the extent they may impact on said rights.

E. For the first two (2) consecutive years of a leave of absence, the President, for the purpose of seniority, shall receive full-year credit.

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

ARTICLE XI
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Nashua Teachers' Union and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Nashua Teachers' Union in consideration of the value of this Agreement and its terms and conditions will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

ARTICLE XII
CONFORMITY TO LAW AND SAVING CLAUSE

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

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13:1 It is understood that for the duration of this Agreement employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with School Board policies and administrative rules, regulations and the provisions of this Agreement.

13:2 Expenses of Printing and Distributing Agreement
The BOARD agrees to pay for the cost of printing this Agreement on 8.5" x 11" sheets.

13:3 Meetings
Meetings shall be held as deemed necessary by either party during the school year with the Superintendent and UNION President to discuss matters of concern to both parties. These

meetings shall be held at a mutually agreeable time and place. The UNION President and the Superintendent shall determine the representative who will attend the meeting for their respective parties. Whenever possible, the parties should exchange notice of the subject matters they wish to discuss.

13:4 Management Rights

The UNION recognizes the following responsibilities, rights, authority, and duties of the Nashua School Board, except as they are modified by provision of this Agreement. The BOARD hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, and of the Charter of the City of Nashua:

1. to the executive management and administrative control of the School System and its properties and facilities;
2. to hire, promote, transfer, assign and retain employees in positions with the Nashua School System and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, and, except as specifically limited by this Agreement, to determine terms and conditions of employment.

13:5 Being a mutual agreement, this instrument may be amended at any time by mutual consent.

13:6 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

ARTICLE XIV
RATIFICATION/APPROVAL
PROCESS AND APPLICATION OF BENEFITS

14.1 The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Board of Education's ratification of their Agreement is subject to Aldermanic approval of the cost thereof and Aldermanic appropriation of sufficient funds in addition to those contained in the City of Nashua approved budgets and contingency accounts, as adjusted, and the transfer of all of said funds to the Board of Education thereby permitting it to fund the referenced Agreement. Failing such appropriation and transfer, the Agreement shall be null and void and the parties shall continue to negotiate a successor agreement as provided by law. Upon approval, as aforesaid, retroactive wages and benefits contained in the referenced CBA shall be granted only to employees in the current employ of the District on the date of execution of this Agreement.

ARTICLE XV
DURATION OF AGREEMENT

15:1 The provisions of this Agreement unless otherwise specified shall become effective as of July 1, 2026 and shall continue and remain in full force and effect to and including June 30, 2029 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. The BOARD and the UNION agree to begin negotiations of a successor agreement concerning wages, hours, and other terms and conditions of employment no later than December 30, 2028.

15:2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, and their corporate seals to be placed hereon, all on the day and year first above written.

BY______________________________ Date____________________
Jennifer Bishop, President
Nashua Board of Education

BY______________________________ Date____________________
Gary Hoffman, President
Nashua Teachers' Union
Local 1044 AFL-CIO

APPENDIX A

WAGES

	0-5 Years	6-10 Years	11-15 Years	16-20 Years	21+ Years				
Step	**1**	**2**	**3**	**4**	**5**				
July 1, 2026-June 30, 2027	$21.18	$22.28	$23.35	$24.50	$25.49				
	0-2 Years	**3-5 Years**	**6-8 Years**	**9-10 Years**	**11-13 Years**	**14-15 Years**	**16-18 Years**	**19-20 Years**	**21+ Years**
Step	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
July 1, 2027-June 30, 2028	$21.82	$22.38	$22.95	$23.50	$24.05	$24.64	$25.24	$25.75	$26.26
July 1, 2028-June 30, 2029	$22.47	$23.05	$23.63	$24.21	$24.77	$25.38	$26.00	$26.52	$27.04

APPENDIX B

SECRETARIES
PAYROLL DEDUCTION AUTHORIZATION

PLEASE PRINT

Last Name: ____________________________________ **First Name:** __________________ **M.I.:** _______

Address: ____
Street

____
City State Zip Code

____
Home Phone Cell Phone

____
Home/Non-School Email Address

School: ____ **Date:** _____________________________

TO NASHUA BOARD OF EDUCATION:

I hereby authorize you to deduct UNION dues from my earnings with the next paycheck and continuing in equal installments in an amount equal to the UNION dues as set by the membership in accordance with provisions of the Constitution of the Nashua Teachers' Union. This amount shall be paid the Treasurer of the Nashua Teachers' Union, Local 1044, AFT, AFT-NH, AFL-CIO. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

____
EMPLOYEE SIGNATURE

STATUS: **Schedule I** _____ **Schedule II** _____ **Schedule III** _____

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

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

APPENDIX C

SECRETARY ANNUAL REQUEST FORM FOR VOLUNTARY TRANSFERS
SCHOOL YEAR 20___ -20____

Name: ____ Date: ___________________
Please Print

Present Position: ______________________________________ School: __________________

Current Hours Worked Per Day**:** ____

PRESENT SCHEDULE: **I** **II** **III**

Request for change and preferences desired:
[Specify position(s), hours and school(s) you would be willing to accept if it becomes available.]

School(s) and/or Central Office:
Please list individually on the blank lines below in *order of preference*:

_______ Any School and Central Office

Position(s) and Location(s):	Hours:	Schedule(s)
____________________________	______________________	________________________
____________________________	______________________	________________________
____________________________	______________________	________________________

(Use back if necessary)

Please indicate the earliest start time________________ and the latest time_______________ that you could work.

This form may be submitted at any time. Requests are valid through the school year in which the form is filed. New requests must be submitted each school year. This form shall be incorporated into the letter of intent form and be distributed to all employees. New employees shall be given a copy of this form upon their hiring. Employees may update this form as they deem necessary throughout the year.

IT IS UNDERSTOOD BY THE EMPLOYEE THAT TRANSFERS ARE DONE IN ACCORDANCE WITH SECTION 8:4 OF THE COLLECTIVE BARGAINING AGREEMENT.

____
Signature of Employee

____
Date

APPENDIX D

EMPLOYEE MEDICAL COVERAGE OPT-OUT POLICY

Introduction

This policy outlines the process and conditions under which employees may choose to opt out of employer-sponsored medical coverage in compliance with state regulations in New Hampshire.

Scope

This policy applies to all full-time and eligible part-time employees of the City of Nashua who are offered employer-sponsored medical coverage.

Policy Statement

Employees who are eligible for employer-sponsored medical coverage may voluntarily opt-out of this coverage if they can demonstrate proof of alternative qualifying health insurance. Qualifying health insurance does not include Marketplace coverage or State coverage.

Eligibility Criteria for Opt-Out

To be eligible for opting out of medical coverage, employees must:

- Be enrolled in a City of Nashua medical insurance for 3 previous Plan years; and
    - Provide documentation confirming enrollment in an alternative qualifying health plan (Spouse employers plan, cannot be Medicare, State or VA issued Plan. Or
- Be a new hire with proof of coverage elsewhere within the last 3 months. Or
- Enroll during open enrollment or your new hire window in the benefits enrollment system. Upload all required documents.
- Employee whose spouse/partner is a Nashua City/School employee is not eligible

Proof of Alternative Coverage

<u>Acceptable proof of coverage may include</u>:

- An insurance card from the alternative provider, with an effective date and who is covered.
- A letter from the insurance provider confirming active coverage, with effective date and who is covered.
- Other official documentation that verifies the employee is covered under a qualifying health plan.

<u>Stipends for Opting Out</u>:

Employees who opt out of medical coverage may be eligible for a stipend subject to the following conditions:

- All eligibility requirements have been met.
- Stipend amounts will be determined by the City of Nashua and are subject to change annually.
- Stipend payment will be spread out over the Plan year using the employee's standard payroll schedule.
- Stipend payment for new hires will be pro-rated over the balance of the Plan year.
- Stipend payments are taxable and may be adjusted in accordance with IRS regulations.

Financial Incentive Value:

Employees who opt out of medical coverage may receive the following financial incentive:

- Single Opt Out Incentive - $1,250 annually
- Two Person Opt Out Incentive - $2,500 annually
- Family Opt Out Incentive - $5,000 annually

Re-Enrolling in Medical Coverage:

Employees who opt-out of coverage may re-enroll under the following conditions:

- During the City's annual open enrollment period.
- Following a qualifying life event (e.g., loss of alternative coverage, marriage, or childbirth) with appropriate documentation submitted within 30 days of the event.

Responsibilities:

- Employees are responsible for ensuring their alternative coverage meets minimum essential coverage requirements as defined by applicable federal and state regulations.
- The City of Nashua will provide resources and guidance to employees regarding the opt-out process and available stipend.

Notice of Changes / Program Cancelation:

- Employees shall be given notice annually prior to the start of open enrollment should any program or policy changes occur
- All changes and decisions whether to continue with the program shall be made 3 months prior to open enrollment in an effort to provide employees with sufficient time make participation decisions.

Compliance:

This policy complies with New Hampshire state regulations and federal health coverage requirements. Any disputes regarding eligibility, stipends, or re-enrollment will be handled by the City of Nashua's Human Resources Benefits Department.

Policy Review:

This policy will be reviewed annually to ensure compliance with state and federal laws and to reflect City practices.

Effective Date: Click to choose date from list.
Revision Date: N/A
Policy: Employee Medical Coverage Opt-Out
Supersedes: NA

Approved By: ____________________________________ Date ___________________________

RESOLUTION

RELATIVE TO THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $762,788 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO VARIOUS PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

WHEREAS, R-26-030 (“Relative to the acceptance of grant funds in the amount of $381,394 from the State of New Hampshire Department of Health and Human Services into various Public Health and Community Services Grant Activities”), which was passed by the Board of Aldermen on May 26, 2026, was only for FY27 grant funds, and the State requires the City to accept both FY27 and FY28 grant funds at this time.

NOW THEREFORE, BE IT RESOLVED *by the Board of Aldermen of the City of Nashua* that R-26-030 is hereby repealed and replaced with this resolution; and

FURTHER RESOLVED *by the Board of Aldermen of the City of Nashua* that the City of Nashua and the Division of Public Health and Community Services are authorized to accept grant funds in the amount of $762,788 from the State of New Hampshire Department of Health and Human Services into the following Public Health and Community Services Grant Activities for the purpose of supporting staffing capacity and operations to deliver a broad range of public health services in the Greater Nashua Public Health Region.

Activity	Approved Contract Total	FY 27	FY 28
Continuum of Care Facilitation	256,460	128,230	128,230
Public Health Advisory Council	60,000	30,000	30,000
Public Health Emergency Preparedness	417,468	208,734	208,734
Substance Misuse Prevention	8,860	4,430	4,430
Volunteer Management	20,000	10,000	10,000
Total:	**$762,788.00**	**$381,394.00**	**$381,394.00**

This funding will remain in effect through June 30, 2028.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-042

PURPOSE: **Relative to the acceptance of grant funds in the amount of $762,788 from the State of New Hampshire Department of Health and Human Services into various Public Health and Community Services Grant Activities**

SPONSOR(S): **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT:

FISCAL NOTE: The fiscal impact is $762,788 of grant funding to be used for specific purposes.

ANALYSIS

This resolution authorizes the City to accept grant funds from the State of New Hampshire Department of Health and Human Services for the purpose of providing regional public health network services in the Greater Nashua Public Health Region. This funding shall be in effect through June 30, 2028.

Approved as to account structure, numbers, and amount:

Financial Services Division

By: Dawn K. Enright

Approved as to form:

Office of Corporation Counsel

By: Dorothy Clarke

Date: 29 May 2026

R-26-043

RESOLUTION

AUTHORIZING A FOURTH AMENDMENT TO THE SITE LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC REGARDING THE CELLULAR ANTENNA SITE AT MINE FALLS PARK

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor is authorized to enter into a Fourth Amendment to Site Lease Agreement between New Cingular Wireless PCS, LLC and the City of Nashua for the leased cellular antenna site located off Whipple Street at Mine Falls Park in substantially the same form as the attached.

LEGISLATIVE YEAR 2026

RESOLUTION: **R-26-043**

PURPOSE: **Authorizing a Fourth Amendment to the Site Lease Agreement with New Cingular Wireless PCS, LLC regarding the cellular antenna site at Mine Falls Park**

ENDORSERS: **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT: **Board of Public Works**
Finance Committee

FISCAL NOTE: **At the start of this fourth amendment, the monthly rent payment will be $6,020.45 with a 3% increase each year thereafter for the duration of the amendment terms.**

ANALYSIS

This resolution authorizes a fourth amendment to the City's site lease agreement with New Cingular Wireless PCS, LLC for the leased cellular antenna site located off Whipple Street at Mine Falls Park. The amendment provides for five additional renewal terms of five years each.

This resolution should be referred to the Board of Public Works.

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

By: Boudlen Clarke

Date: 2 June 2026

Market: New England
Cell Site Number: NH2009
Cell Site Name: NASHUA LINCOLN PARK
Fixed Asset Number: 10073186

FOURTH AMENDMENT TO SITE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO SITE LEASE AGREEMENT ("**Amendment**") dated as of the latter signature date below (the "Effective Date") is by and between City of Nashua, a municipality incorporated in the State of New Hampshire having a mailing address at 229 Main Street, Nashua, New Hampshire 03061 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**") (Landlord and Tenant shall each sometimes be referred to herein as a "**Party**" or together as the "**Parties**") .

WHEREAS, Landlord and Tenant (or its affiliate or predecessor-in-interest) entered into a Site Lease Agreement dated October 5, 1998, as amended by First Amendment to Site Lease Agreement dated July 12, 2002, as further amended by Second Amendment to Site Lease Agreement dated June 15, 2012, as further amended by Third Amendment to Site Lease Agreement dated August 25, 2017, whereby Landlord leased to Tenant certain Leased Premises , therein described, that are a portion of the Property located at Whipple Street, Mine Falls Park, Nashua, NH 03060 (collectively, the "**Agreement**"); and

WHEREAS, the Term of the Agreement will expire on December 21, 2028, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein. In addition to the Renewal Terms presently set forth in the Agreement, the parties hereby agree to add five (5) additional Renewal Terms of five (5) years each; and

WHEREAS, Landlord and Tenant desire to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify the scope of Tenant's permitted use of the Leased Premises; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Renewal Term**. At the end of the final Renewal Term presently set forth in the Agreement, the Term will automatically renew for five (5) separate consecutive additional periods of five (5) years each (each also being defined as a "Renewal Term") upon the same terms and conditions of the Agreement, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then-in-effect Renewal Term.

2. **Modification of Rent**. Commencing on December 22, 2028 the current Rent payable under the Agreement shall be Six Thousand Twenty and 45/100 Dollars ($6,020.45) per month, and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Monthly Payments**. The Agreement is amended to provide that commencing on December 22, 2029, and on each anniversary of said date thereafter during the Term, Rent shall increase by three percent (3%) over the Rent paid during the previous year.

4. **Use**. Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sublessees, or assigns may use the Leased Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Leased Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason, subject to Landlord's approval, with such approval not being unreasonably withheld Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law or in equity, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Tenant does not comply with the terms of this section, in addition to any other rights it may have at law or in equity, Landlord may terminate the Agreement and shall have no further liability to Tenant.

5. **Emergency 911 Service**. In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

6. **Acknowledgement**. The Parties acknowledge that: 1) this Amendment is entered into of their free will and volition; 2) the Parties have read and understand this Amendment and the underlying Agreement and, prior to execution of this Amendment, were free to consult with counsel of their choosing regarding their decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) the Parties have been advised and are informed that should either Party not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices**. Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Tenant:

a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and

b) To Tenant's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: NH2009; Cell Site Name: NASHUA LINCOLN PARK (**NH**)
Fixed Asset #: 10073186
208 S. Akard Street
Dallas, TX 75202-4206

For Notices of Default to Landlord:

a) To Landlord at radiorepairs@nashuapd.com; and

b) To Landlord's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

City of Nashua
229 Main Street
Nashua, New Hampshire 03061

All other Notices will be sent:

a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and

b) To Landlord at radiorepairs@nashuapd.com

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

8. **Charges**. All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

9. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

10. **Capitalized Terms**. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

11. **Insurance**

(a) Waiver of Subrogation. Each Party's fire and casualty policies applicable to the Leased Premises or its equipment shall include a waiver of the insurer's right of subrogation against the other Party to the extent permitted by law.

(b) Insurance Requirements. Tenant shall carry and maintain in effect throughout the Term of the Agreement –

i. Commercial General Liability. Tenant (which may satisfy the requirements of this Section through a qualified program of self-insurance to the extent permitted by law) shall maintain Commercial General Liability insurance (or self-insurance) with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate (or a \$2,000,000 combined single limit) for bodily injury and property damage. Coverage shall include the City of Nashua as Additional Insured by endorsement as respects this Agreement on a primary and non-contributory basis and include a waiver of subrogation in favor of the Landlord.

ii. Automobile Liability. If vehicles are used in accessing or servicing the site, Tenant shall maintain Automobile Liability insurance (or self-insurance) with limits of \$1,000,000 combined single limit per accident for any owned, hired, and non-owned autos.

iii. Workers' Compensation. Tenant shall maintain Workers' Compensation and Employers' Liability as required by applicable law or evidence of lawful self-insurance.

(c) Evidence/Notice. Tenant shall provide certificates of insurance (or confirmation of self-insurance) and will use commercially reasonable efforts to provide thirty (30) days' prior notice of cancellation in required coverage to the Landlord's Risk Management Department.

(d) Property/Equipment. Tenant's equipment is owned and insured by Tenant; the Landlord has no responsibility for loss of or damage to Tenant's equipment except to the extent caused by the Landlord's negligence or willful misconduct.

(e) Regardless of any coverage provided by any insurance, and to the extent provided by law, Tenant agrees to indemnify and shall defend and hold harmless the Landlord, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Tenant or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement. Tenant's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the Party indemnified or held harmless.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LANDLORD:
City of Nashua,
a municipality incorporated in the State of New Hampshire

By: ____________________________

Print Name: ____________________

Its: ____________________________

Date: __________________________

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

Signed by:
By: Rachelle Bidon-Lewis
6D6BBFA92FC741E...

Print Name: Rachelle Bidon-Lewis

Its: Associate Director, Network Design Eng

Date: 5/15/2026

R-26-044

RESOLUTION

CHANGING THE PURPOSE OF UP TO ONE MILLION SIX HUNDRED SEVEN THOUSAND EIGHTY-FIVE DOLLARS ($1,607,085) OF UNEXPENDED BOND PROCEEDS FROM FIVE SCHOOL BUILDING IMPROVEMENTS PROJECTS TO THE BICENTENNIAL SCHOOL ROOF REPLACEMENT PROJECT

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that the purpose of the remaining unexpended bond proceeds of up to One Million Six Hundred Seven Thousand Eighty-five Dollars ($1,607,085), previously reserved and designated under the below listed resolutions for various school building construction and renovation projects is hereby changed to the Bicentennial School roof replacement project. The useful life of the project is twenty (20) years.

Resolution	Projects	Not to Exceed Amount	Surplus
R-19-191	Middle School Construction	$118,000,000	$163,303
R-23-098	Additional Middle School Construction	$ 10,000,000	$ 5,558
R-22-068	School Building Safety	$ 2,000,000	$162,137
R-22-066	Birch Hill/Main Dunstable Renovations	$ 16,000,000	$452,690
R-24-005	Additional Birch Hill/Main Dunstable	$ 8,500,000	$823,397
	TOTAL:		$1,607,085

The purposes for which the funds were originally borrowed is complete and there is a remaining balance of bond sale proceeds that is surplus.

RESOLVED FURTHER, that in accordance with Nashua City Charter §56-d, second paragraph, the capital expenditures described herein of up to $1,607,085 are deemed necessary and have been recommended by the capital improvements committee and are therefore exempted from the limitation defined in Nashua City Charter §56-c upon an affirmative vote of at least ten (10) aldermen.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-044

PURPOSE: Changing the purpose of up to one million six hundred seven thousand eighty-five dollars ($1,607,085) of unexpended bond proceeds from five school building improvement projects to the Bicentennial School roof replacement project

ENDORSERS: Alderman Richard A. Dowd

COMMITTEE ASSIGNMENT: Budget Review Committee
Board of Education

FISCAL NOTE: Allows up to $1,607,085 to be spent on the Bicentennial School roof replacement project from unspent bond proceeds approved under R-19-191, R-22-066, R-22-068, R-23-098 and R-24-005. The School Building improvements projects in relation to those resolutions are complete.

ANALYSIS

Resolutions R-19-191, R-22-066, R-22-068, R-23-098 and R-24-005 authorized bonding for various school building renovation and construction. Those projects are complete and there are surplus funds. This legislation allows those surplus funds to be used for the Bicentennial School roof replacement project, which is in the FY26 Capital Improvements Report.

The use of bond proceeds is controlled by RSA 33:3-a. They may be spent only for purposes for which the loan is incurred, except as the statute otherwise provides. If no expenditure of the proceeds has been made or a balance remains after "completion" of the project, the funds may be authorized, by a 2/3 vote, for another project eligible for bonding for an equal or longer period, or the funds may be used to pay principal of the project's loan as it matures. RSA 33:3-a II. No public hearing is needed under bonding requirements because the reallocation is not the authorization of new borrowing. However, this is a supplemental appropriation. Charter Sec. 53 permits specific non-budget, supplementary appropriations. There should be notice and a public hearing. A two-thirds vote is required under Charter Sec. 56-b for an item or amount not in the mayor's budget. A roll call is required under Charter Sec. 49.

An affirmative vote of at least ten (10) aldermen is necessary for the exemption under Nashua City Charter §56-d.

This legislation should be referred to the Board of Education.

Approved as to account structure, numbers and amount: **Financial Services Division**

By: Dawn K. Enright

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

By: Dauhlry Corello

Date: 2 June 2026

R-25-045

RESOLUTION

AUTHORIZING A LEASE AGREEMENT WITH DROPBIKE CORP. DBA DROP MOBILITY AT 117 ELM STREET

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor is authorized to enter into a Lease Agreement between Dropbike Corp. DBA Drop Mobility and the City of Nashua to lease a portion of the premises located at 117 Elm Street in substantially the same form as the attached.

LEGISLATIVE YEAR 2026

RESOLUTION: R-26-045

PURPOSE: Authorizing a Lease Agreement with Dropbike Corp. dba Drop Mobility at 117 Elm Street

ENDORSERS: Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Finance Committee

FISCAL NOTE: Revenue from rent payments of $500 per month for the term of the lease.

ANALYSIS

This resolution authorizes a lease of City property on the terms contained in the lease agreement.

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

By: */s/Celia K. Leonard*

Date: June 2, 2026

LEASE

This Lease (“Lease”) is made as of the ___ day of _________________, 2026 by and between the **City of Nashua**, a New Hampshire municipal corporation with mailing address of 229 Main Stree, Nashua, New Hampshire 03060 ("LANDLORD") and, **Dropbike Corp., DBA Drop Mobility**, a Delaware corporation a New Hampshire limited liability company, with a mailing address of 548 Market Street PMB 64073, San Francisco, CA 94104-5401 ("TENANT").

1. Premises. LANDLORD does hereby lease, demise and let to TENANT, for the term and upon and subject to the terms and conditions set forth in this Lease, the cafeteria in the old school building at 117 Elm Street, Nashua, NH, one parking spot, and use of a bathroom (the "Premises"). TENANT shall have access to the Premises only form the hours of 6 AM eastern standard time to 7 PM eastern standard time.

2. Term. The term of this Lease commences on _________________, 2026 and runs through October 15, 2026 (the “Term”).

3. Rent. Five Hundred Dollars ($500) per month.

4. Utilities. LANDLORD will provide electricity and heat, the cost of which is included in the Rent. have no obligation to supply utilities.

5. Taxes. TENANT shall pay any and all properly assessed real and personal property taxes assessed against the Premises no later than the due date. Failure of TENANT to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this lease by the LANDLORD. TENANT is responsible for all taxes for any and all approved alterations or improvements, made pursuant to paragraph 6 below.

6. Use of Premises and Alternations.

A. TENANT shall only use the Premises for electric bicycle repair and charging.

B. TENANT shall not make any improvements or alterations to Premises, without on each occasion, obtaining the prior written consent of the LANDLORD. Any approved improvements or alterations shall be only pursuant to plans and specifications approved by the LANDLORD in advance of each instance. The TENANT also further agrees that it shall not permit liens to attach or remain upon the Premises for labor or material furnished, or otherwise, in connection with said alterations or improvements.

7. Assignment-Subleasing. TENANT shall neither assign nor sublet in whole or a part the Premises or any portion thereof without the explicit written consent of the LANDLORD

8. Landlord's Access. LANDLORD or its agents may, at any time, enter the Premises to inspect the Premises; provided the LANDLORD gives reasonable notice to TENANT and takes no action to disrupt TENANT's lawful and lease-compliant use of and undertakings and activities at the Premises.

9. Default and Bankruptcy.

A. In the event that: (a) TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) day period after written notice thereof, or if not susceptible to correction within such ten (10) day period, TENANT fails to commence to correct such default within such ten (10) days and to diligently prosecute to completion such correction within a reasonable time; or (b) TENANT shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of TENANT's property for the benefit of creditors, then all rights of TENANT pursuant to the Lease shall terminate and LANDLORD shall have all rights available to LANDLORD at law or in equity.

B. If it becomes necessary for the LANDLORD to institute suit for eviction or damages on account of rental arrears or violation of the terms of this Lease, the LANDLORD shall be entitled to include in such suit for eviction or damages a claim for reasonable attorney's fees and court costs incident thereto which fees TENANT hereby covenants and agrees to pay.

10. Notice. Any notice from LANDLORD to TENANT relating to the Premises or the occupancy thereof, shall be deemed duly served, if (i) sent by regular (U.S.) mail and certified mail, with return receipt requested, postage prepaid or (ii) sent by overnight or same day courier service, addressed to TENANT at the address noted above. Any notice from TENANT to LANDLORD relating to the Premises or to the occupancy thereof, shall be deemed duly served, if (i) sent by regular (U.S.) mail and certified mail, with return receipt requested, postage prepaid or (ii) sent by overnight or same day courier service, addressed to LANDLORD, at the address noted above or at such address as LANDLORD may from time to time advise in writing.

11. Surrender. TENANT shall at the expiration of this Lease promptly remove all of TENANT's machinery and equipment from the Premises, return all keys and locks to the Premises and surrender any improvements and alterations to LANDLORD.

12. Insurance-Indemnification.

A. Insurance. The TENANT shall carry during the Term, at its own cost and expense, the following insurance:

(a) Comprehensive General Liability insurance- $1,000,000 per occurrence/ $2,000,000 aggregate, including premises and operations and products and completed operations, participant coverage and employment practices. The LANDLORD must be named as an additional insured; and

(b) Workers' Compensation as required by state statute.

All required insurance policies must provide that the termination, cancellation or modification of said policies will not occur without at least thirty (30) days' prior written notice to LANDLORD. TENANT shall provide a certificate of insurance to the City of Nashua Risk Management Department prior to signing this Lease that includes language indicating the existence of these conditions. All insurance required by this Section 12(A) shall be provided by responsible companies qualified to do business in New Hampshire and in good standing therein.

B. Indemnification. TENANT agrees to defend, indemnify and hold harmless LANDLORD, including all agents and employees, from any and all liability for injury, loss, claim or damage to any person or property arising out of the actions or failure to act of TENANT from any and all causes whatsoever, except for the negligent or intentional misconduct of LANDLORD or its agents.

13. Quiet Enjoyment. LANDLORD covenants that it has the right to make this Lease and that if TENANT performs all of TENANT'S obligations under this Lease, TENANT shall have the right, during the Term and subject to the provisions of this Lease, to quietly occupy and enjoy the Premises without hindrance by LANDLORD.

14. Entire Agreement / Amendments. This Lease contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this Lease shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties. It is expressly agreed by the parties hereto, that the terms and provision of this Lease are intended to apply only with respect to the leasehold estate created with respect to the Premises.

15. LANDLORD'S Agents. All rights and obligations of LANDLORD under this Lease may be performed or exercised by such agents as LANDLORD may select.

16. Extent of Instrument-Choice of Laws. This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is to be construed according to the Laws of the State of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns and any litigation relating to or arising form this lease in any way shall be brought in New Hampshire Hillsborough County Superior Court – South and not elsewhere.

17. No Waiver of Breach. No assent, by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

18. Unenforceable Terms. If any terms of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any application of such term shall not be affected thereby.

19. No Waiver of Immunity. No provision in this Lease is intended to be nor shall it be interpreted by either party to be a waiver of immunity by the City of Nashua.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed and delivered by the proper and duly authorized officer or representative on the date first set forth above.

LANDLORD:

City of Nashua, New Hampshire

________________________________ By:______________________________________

Witness James W. Donchess, Mayor, duly authoirzed

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me this ____ day of ___________, 2026 by James W. Donchess, Mayor of the City of Nashua, a New Hampshire municipal corporation, on its behalf.

WITNESS my hand and official seal, this ____ day of ____________________, 2026.

____
Notary Public
My Commission Expires:

TENANT:

Dropbike Corp. DBA Drop Mobility

______________________________ By:____________________________________
Witness duly authorized

______________________________ By:____________________________________
Witness

STATE OF
COUNTY OF

This instrument was acknowledged before me this _____ day of __________, 2026 by ____, on behalf of the company.

____
Notary Public
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me this _____ day of __________, 2025 by Lloyd Geisinger, Manager of Blaylock Holdings, LLC, a New Hampshire limited liability company, on behalf of the company.

____
Notary Public
My Commission Expires:

O-26-015

ORDINANCE

NO PARKING ON SECTIONS OF CELINA AVENUE

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

The City of Nashua ordains that Part II "General Legislation", Chapter 320 "Vehicles and Traffic", Article XII "Parking, Stopping and Standing", Section 320-69 "No parking on certain streets", of the Nashua Revised Ordinances, as amended, be hereby further amended by adding the new underlined language in the appropriate alphabetical order as follows:

"§ 320-69. No parking on certain streets.

No parking whatsoever shall be permitted on the following streets except as provided by law:

Name of Street	**Side**	**Location**
…		
Celina Avenue	East	From the north side of the southernmost driveway at 10-12 Celina Avenue, extending northerly a distance of 25 feet
Celina Avenue	North	From the southernmost driveway at 10-12 Celina Avenue, beginning at the property line and extending westerly 20 feet"

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

This ordinance shall become effective at the time of removal and/or installation of the necessary sign(s).

LEGISLATIVE YEAR 2026

ORDINANCE: O-26-015

PURPOSE: No parking on sections of Celina Avenue

ENDORSER(S): Alderman Paula Johnson

COMMITTEE ASSIGNMENT: Committee on Infrastructure

FISCAL NOTE: Materials, Labor and Vehicle Overhead: $278

ANALYSIS

This legislation prohibits parking on sections of Celina Avenue as described in the legislation.

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

By: Dorothy Clarke

Date: 29 May 2026

O-26-016

ORDINANCE

AUTHORIZING A STOP SIGN ON PINEBROOK ROAD AT ITS INTERSECTION WITH RIDGE ROAD

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

The City of Nashua ordains that Part II “General Legislation”, Chapter 320 “Vehicles and Traffic”, Article III “Stop and Yield Intersections”, Section 320-4 “Stop intersections”, subsection D of the Nashua Revised Ordinances, as amended, be hereby further amended by adding the following new underlined language in the appropriate alphabetical order:

“§ 320-4. Stop intersections.

…

D. The following intersections are hereby designated as stop or through streets, and authority is hereby granted for the erection of a stop sign at the corner so designated in accordance with the tenor of this chapter:

Stop Sign on	Sign Location	At Intersection of
…		
Pinebrook Road	Southeast corner	Ridge Road
…”		

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

This ordinance shall become effective at the time of removal and/or installation of the necessary sign(s).

LEGISLATIVE YEAR 2026

ORDINANCE: **O-26-016**

PURPOSE: **Authorizing a stop sign on Pinebrook Road at its intersection with Ridge Road**

ENDORSER(S): **Alderman John Sullivan**

COMMITTEE ASSIGNMENT: **Committee on Infrastructure**
City Engineer review

FISCAL NOTE: **Materials, Labor and Vehicle Overhead: $166**

ANALYSIS

This legislation authorizes a stop sign on the southeast corner of Pinebrook Road at its intersection with Ridge Road.

The erection, removal and maintenance of all traffic control devices must conform to applicable state statutes and the latest edition of the Manual on Uniform Traffic Control Devices. RSA 47:17 VIII (a). The Board should consult with the city's Traffic Engineer to determine if this ordinance is in compliance.

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

By: Dorothy Clarke

Date: 29 May 2026

O-26-017

ORDINANCE

REMOVING THE LANGUAGE FOR A SOLID WASTE EQUIPMENT RESERVE FUND AND DISCONTINUING THE FUND

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

The City of Nashua ordains that Part I "Administrative Legislation", Chapter 30 "Funds", Article III "Solid Waste Disposal Fund and Solid Waste Equipment Reserve Fund" of the Nashua Revised Ordinances as amended, is hereby further amended as follows:

1. In the title of the article, delete the phrase "~~and Solid Waste Equipment Reserve Fund~~".

2. Delete Section 30-10 "Solid Waste Equipment Reserve Fund" in its entirety:

"~~§ 30-10. Solid Waste Equipment Reserve Fund.~~

~~There is also established a Solid Waste Equipment Reserve Fund as part of the Solid Waste Disposal Fund. Custody of the fund shall be under the control of the Trustees of trust funds, which shall hold the fund in trust for the Board of Public Works. The Board of Public Works shall be responsible for all expenditures from the fund.~~"

Furthermore, be it resolved *by the Board of Aldermen of the City of Nashua* that the Solid Waste Equipment Reserve Fund, which is non-active, has been fully expended, and has no remaining balance, be discontinued. The purpose of the fund has been incorporated into the general capital equipment reserve fund.

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

This legislation shall take effect following its passage.

LEGISLATIVE YEAR 2026

ORDINANCE: **O-26-017**

PURPOSE: **Removing the language for a solid waste equipment reserve fund and discontinuing the fund**

ENDORSERS: **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT: **Budget Review Committee**

FISCAL NOTE: No fiscal impact; the fund has a zero balance.

ANALYSIS

This legislation removes the provision for a solid waste equipment reserve fund and discontinues the fund. This fund has no balance and is not used as it has been incorporated into the general capital equipment reserve fund.

State law permits this fund to be revoked / discontinued. See RSA 34:11-a and RSA 31:19-a. A public hearing should be held, and the public notice of such hearing shall include a statement distinctly stating the reasons for which the fund is to be discontinued.

Approved as to account number and/or structure and amount:

Financial Services Division

By: Dawn R. Enright

Approved as to form:

Office of Corporation Counsel

By: Dorothy Clarke

Date: 2 June 2026