



**The Epping School Board  
and  
The Epping Education Association**

***2007-2008  
2008-2009  
2009-2010***



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AGREEMENT made *March 11, 2008* by and between the School Board of the Epping School District, Epping, New Hampshire (hereinafter called the "Board") and the Epping Education Association (hereinafter called the "Association").

## **ARTICLE I - RECOGNITION**

*For the purposes of collective negotiations as defined in RSA 273-A of the New Hampshire Laws, the Board recognizes the Association as the exclusive representative of the nurse, media specialist, guidance counselor, all certified teachers, speech/language therapist, and occupational therapist under written contract with the Epping School District. The Board reserves the right to contract outside of this agreement for speech/language and/or occupational services as needed when qualified candidates are not available.*

*All recognized members referenced above shall include any certified individual employed by the Epping School District who deals directly with children more than 50% of his/her time per day, per week, or per school year, whose position is such as to require him/her to hold an appropriate credential issued by the New Hampshire Board of Education or New Hampshire Office of Licensed Allied Health Professionals under its regulations governing certification.*

*Notwithstanding any other provisions in this Agreement, the Board has sole jurisdiction, authority and discretion to contract with individuals, companies, or agencies to provide services that otherwise would be provided by persons employed in this bargaining unit if the Superintendent determines that he/she cannot fill the position with a qualified applicant. The Board will not contract-out for nurse, media specialist, guidance counselor, or teacher services.*

During the term of this agreement the Board agrees not to negotiate with any teachers' group or association other than the designated unit in regard to any matter subject to negotiation under the NEGOTIATIONS PROCEDURE of this agreement. This shall not prevent the Board from communicating and/or consulting with any teacher or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board on his/her own behalf on matters related to his/her employment by the Board.

The Association agrees to represent all such certified instructional personnel in the Epping School District designated above without discrimination and without regard to membership in the Association.

## **ARTICLE II - NEGOTIATIONS PROCEDURE**

The Board and the Association agree to enter into collective negotiations over an agreement in accordance with RSA 273 New Hampshire Laws.

Not later than July 1<sup>st</sup>, prior to the expiration date of this agreement, either party may submit to the other written notice of its intention to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment. Every reasonable attempt will be made by both parties to reach an agreement by November 1<sup>st</sup>.

Upon request, the Board shall make available to the Association all pertinent non-confidential data and information of the district in the public domain. Either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist in negotiations.

Nothing in this article shall be construed to prohibit the Association and the Board from reaching agreement at any time between the declaring of impasse and the *budget submission date per state law*.

Any sections of the agreement which require the expenditure of public funds for its implementation shall not be binding unless and until the necessary appropriations have been made by the School District. The Board and the Association shall make every effort to promote and secure the funds necessary to implement the agreement.

If such funds are not forthcoming, the Board agrees to reopen negotiations on any and all portions of the agreement.

### **ARTICLE III - IMPASSE PROCEDURE**

If the parties fail to reach agreement within 60 days prior to the *budget submission date*, an impasse *may* be declared as per RSA 273-A:12, Sections I-VI, Resolution of Disputes.

### **ARTICLE IV - GRIEVANCE PROCEDURE**

#### A. DEFINITIONS:

1. A grievance is a claim of an alleged violation of a specific provision of this agreement. A grievance, to be considered under this procedure, must be initiated in writing by the teacher within 15 working days of its occurrence.
2. An aggrieved person is the person or persons making the complaint.
3. The term "days" shall be interpreted as meaning working days unless otherwise stipulated.

#### B. PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise concerning the application of the terms of agreement.
2. Both parties agree that these proceedings will be kept as confidential as possible.

#### C. STRUCTURE:

1. The building principal is designated as the administrative representative for Level One procedure.
2. The Superintendent is designated as the administrative representative for Level Two procedure. The Superintendent may select additional persons to assist in his/her function.
3. A grievance may be withdrawn at any level.

## D. INITIATIONS AND PROCESSING:

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure by the aggrieved to process a grievance within the prescribed time limits shall constitute a waiver of further appeal and an acceptance of the administrative decision made at the last level. A decision or appeal on a grievance shall be in writing and shall be rendered within the time limit set forth.

### 2. Level One - Principal

(a) Any teacher who has a grievance shall discuss it first with the principal in an attempt to resolve the matter.

(b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he/she shall set forth his/her grievance in writing to the principal specifying:

- (1) the nature of the grievance and the date occurred;
- (2) the specific provision of the agreement alleged to have been violated;
- (3) the nature and extent of the injury, loss or inconvenience;
- (4) the result of previous discussions;
- (5) his/her dissatisfaction with decisions previously rendered;
- (6) the remedy sought.

(c) The principal shall communicate his/her decision to the teacher in writing within five (5) days of the receipt of the written grievance. This step may be omitted by mutual agreement.

### 3. Level Two - Superintendent

The teacher, no later than five (5) school days after receipt of the principal's decision may appeal the principal's decision to the Superintendent of Schools. The appeal must be made in writing, reciting the matter submitted to the principal as specified in (1) through (6) above. The Superintendent shall meet with the employee to attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days. The Superintendent shall communicate his/her decision in writing to the employee and the principal within ten (10) school days after the meeting with the aggrieved is conducted.

### 4. Level Three - Arbitration

If the decision of the Superintendent does not resolve the grievance to the satisfaction of the employee aggrieved, and he/she wishes review by a third party, he/she shall so notify the Association within five (5) school days of receipt of the Superintendent's decision. If the Association determines that the matter should be arbitrated further, it shall so advise the Superintendent in writing within ten (10) school days of receipt of the Superintendent's decision.

#### E. SECURING PROCEDURE:

The following procedure will be used to secure the services of an arbitrator:

1. A request shall be made to the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a roster of persons qualified to function as arbitrators in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a second roster of names.
3. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration or the Federal Mediation and Conciliation Service may be requested by either party to designate an arbitrator.
4. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be binding upon both parties subject to the provisions of RSA 542 and be rendered in writing within thirty (30) calendar days from the beginning of his/her investigation.

#### F. RIGHTS OF TEACHERS TO REPRESENTATION:

1. An aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by the Association or by a representative selected or approved by the Association.
2. When a teacher chooses not to be represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the principal, be notified by the principal in writing that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered.
3. The Board and the Association shall assure that the parties in interest and witnesses are guaranteed freedom from reprisal with respect to the processing of a grievance.
4. With regard to personnel files, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files.
5. Forms necessary for processing grievances shall be prepared jointly by the Board and the Association.

#### G. COSTS:

The fees and expenses of the arbitrator will be shared equally by the School Board and the Association.

## **ARTICLE V - PROFESSIONAL COMPENSATION AND FRINGE BENEFITS**

### **A. SALARY SCHEDULE – SCHOOL YEAR 2007-2008:**

*0.0% raise and no step increases per the Salary Schedule – School Year 2006-2007, Combined Schedule in the previous agreement.*

### **B. SALARY SCHEDULE – REVISED SALARY SCHEDULE JUNE 30, 2007:**

*Beginning in 2008-2009 the Revised Salary Schedule June 30, 2007 will be used to determine raise and step increases.*

### **C. SALARY SCHEDULE – SCHOOL YEAR 2008-2009:**

*4.0% raise and 1.5 step increase for teachers who were employed per an Epping teachers' contract in 2006-2007. 4.0% raise and 1.0 step increase for teachers who were employed per an Epping teachers' contract for the first time in 2007-2008. Salary for all teachers is based on Salary Schedule B adjusted for 4.0%. There is no retroactive raise or step payment to teachers who are employed by the district in 2007-2008, but not employed by the district in 2008-2009.*

### **D. SALARY SCHEDULE – SCHOOL YEAR 2009-2010:**

*4.5% raise and 1.5 step increase for teachers who were employed per an Epping teachers' contract in 2006-2007. 4.5% raise and 1.0 step increase for teachers who were employed per an Epping teachers' contract for the first time in 2007-2008 or 2008-2009. Salary for all teachers is based on Salary Schedule C adjusted for 4.5%. There is no retroactive raise or step payment to teachers who are employed by the district in 2008-2009, but not employed by the district in 2009-2010.*

A. SALARY SCHEDULE – SCHOOL YEAR 2007-2008:

STEP	B	B15	B30	M	M15	M30	M45
1	29,154	29,763	30,411	31,096	31,819	32,556	33,312
2	30,187	30,820	31,489	32,198	32,948	33,712	34,494
3	31,261	31,912	32,607	33,343	34,117	34,909	35,718
4	32,368	33,045	33,765	34,526	35,329	36,150	36,989
5	33,519	34,218	34,962	35,750	36,583	37,432	38,301
6	34,709	35,434	36,204	37,020	37,881	38,760	39,659
7	35,941	36,691	37,491	38,335	39,227	40,136	41,068
8	37,216	37,994	38,821	39,697	40,619	41,562	42,525
9	38,538	39,343	40,198	41,104	42,062	43,037	44,036
10	39,906	40,740	41,625	42,564	43,555	44,563	45,597
11	41,322	42,186	43,102	44,076	45,102	46,147	47,218
12	42,790	43,682	44,633	45,641	46,701	47,786	48,895
13	44,309	45,234	46,219	47,259	48,360	49,480	50,630
14	45,547	46,501	47,512	48,584	49,715	50,868	52,048
15	48,508	49,524	50,600	51,742	52,945	54,173	55,428

B. SALARY SCHEDULE – REVISED SALARY SCHEDULE JUNE 30, 2007:

STEP	B	B15	B30	M	M15	M30	M45
1	30,139	30,769	31,436	32,144	32,893	33,656	34,437
2	31,043	31,692	32,380	33,108	33,879	34,665	35,470
3	31,974	32,643	33,351	34,101	34,896	35,705	36,534
4	32,934	33,622	34,351	35,124	35,943	36,777	37,630
5	33,922	34,630	35,382	36,178	37,021	37,880	38,759
6	34,939	35,669	36,443	37,263	38,132	39,016	39,921
7	36,073	36,826	37,628	38,475	39,371	40,284	41,219
8	37,353	38,134	38,964	39,842	40,768	41,715	42,681
9	38,679	39,488	40,346	41,255	42,216	43,195	44,198
10	40,052	40,890	41,778	42,721	43,715	44,727	45,764
11	41,474	42,340	43,260	44,237	45,268	46,317	47,391
12	42,947	43,842	44,797	45,809	46,872	47,961	49,074
13	44,472	45,400	46,388	47,433	48,537	49,662	50,816
14	45,715	46,671	47,687	48,762	49,898	51,054	52,239
15	48,686	49,706	50,786	51,932	53,139	54,372	55,632

C. SALARY SCHEDULE – SCHOOL YEAR 2008-2009:

STEP	B	B15	B30	M	M15	M30	M45
1	31,344	31,999	32,694	33,429	34,208	35,002	35,814
1.5	31,815	32,479	33,184	33,931	34,722	35,527	36,351
2	32,285	32,959	33,675	34,432	35,235	36,052	36,888
2.5	32,769	33,454	34,180	34,949	35,763	36,593	37,442
3	33,253	33,948	34,685	35,465	36,292	37,134	37,995
3.5	33,752	34,457	35,205	35,997	36,836	37,691	38,565
4	34,251	34,967	35,725	36,529	37,380	38,248	39,135
4.5	34,765	35,491	36,261	37,077	37,941	38,821	39,722
5	35,278	36,016	36,797	37,625	38,502	39,395	40,309
5.5	35,808	36,556	37,349	38,190	39,079	39,986	40,914
6	36,337	37,096	37,901	38,754	39,657	40,577	41,518
6.5	36,926	37,698	38,517	39,384	40,301	41,236	42,193
7	37,516	38,299	39,133	40,014	40,946	41,895	42,868
7.5	38,182	38,979	39,828	40,725	41,672	42,639	43,628
8	38,847	39,659	40,523	41,436	42,399	43,384	44,388
8.5	39,537	40,363	41,241	42,170	43,152	44,153	45,177
9	40,226	41,068	41,960	42,905	43,905	44,923	45,966
9.5	40,940	41,797	42,704	43,668	44,684	45,719	46,780
10	41,654	42,526	43,449	44,430	45,464	46,516	47,595
10.5	42,394	43,280	44,220	45,218	46,271	47,343	48,441
11	43,133	44,034	44,990	46,006	47,079	48,170	49,287
11.5	43,899	44,815	45,790	46,824	47,913	49,025	50,162
12	44,665	45,596	46,589	47,641	48,747	49,879	51,037
12.5	45,458	46,406	47,416	48,486	49,613	50,764	51,943
13	46,251	47,216	48,244	49,330	50,478	51,648	52,849
13.5	46,897	47,877	48,919	50,021	51,186	52,372	53,589
14	47,544	48,538	49,594	50,712	51,894	53,096	54,329
14.5	49,089	50,116	51,206	52,361	53,579	54,822	56,093
15	50,633	51,694	52,817	54,009	55,265	56,547	57,857

D. SALARY SCHEDULE – SCHOOL YEAR 2009-2010:

STEP	B	B15	B30	M	M15	M30	M45
1	32,755	33,439	34,165	34,934	35,748	36,577	37,426
2	33,738	34,443	35,190	35,982	36,820	37,674	38,548
3	34,750	35,476	36,246	37,061	37,925	38,805	39,705
4	35,792	36,540	37,333	38,173	39,063	39,969	40,896
5	36,866	37,636	38,453	39,318	40,234	41,168	42,123
6	37,972	38,765	39,607	40,498	41,441	42,403	43,387
7	39,204	40,022	40,894	41,815	42,788	43,781	44,797
8	40,595	41,444	42,346	43,300	44,307	45,336	46,386
9	42,036	42,916	43,848	44,836	45,880	46,944	48,034
10	43,529	44,439	45,404	46,429	47,509	48,609	49,736
11	45,074	46,015	47,015	48,077	49,197	50,337	51,505
12	46,675	47,647	48,685	49,785	50,940	52,124	53,334
13	48,332	49,341	50,414	51,550	52,750	53,973	55,227
14	49,683	50,722	51,826	52,995	54,229	55,485	56,773
15	52,912	54,020	55,194	56,440	57,751	59,091	60,461

E. SUPPLEMENTARY COMPENSATION:

1. Additional Instructional Duty:

*High school teachers who teach a sixth class or have an additional instructional duty as defined by the high school schedule, will be compensated an additional \$2,000 per school year for 2007-2008 and an additional \$3,000 per school year for 2008-2009 and thereafter. This stipend shall be prorated if the additional instructional duty is less than the entire school year. Teachers with an additional instructional duty as defined herein will retain their planning time per contract. Every effort will be made to notify the teacher of this additional instructional duty by July 1.*

Administration will first seek volunteers within the proper certification area to teach a sixth class per day. In the event that there are not sufficient volunteers, the administration may then assign a teacher to teach the class.

2. Additional Training and Curriculum Work

*Teachers who work additional days for the purpose of training and/or curriculum development with prior approval from the school administration will be compensated at the rate of \$100.00 per day (5.0 hour day) for the 2007-2008 and 2008-2009 school years. The rate will increase to \$125.00 per day and the hours will increase to 6.0 hours per day beginning in the 2009-2010 school year. Compensation will be pro-rated for less than a full day as defined per this section.*

Principals will have five (5) working days after the completion of the training/workshop to submit the proper paperwork for the teacher's payment to the Superintendent's office.

Payment to the teacher will be made within twenty (20) working days from the time the proper paperwork is received in the Superintendent's office.

### 3. Co-Curricular Stipends:

The following formula is to be applied in determining stipends for all co-curricular advisorships and coaching positions of the Epping School District.

For each position, it will be the responsibility of the building administrator to maintain a job description and to complete or update the attached worksheet/matrix once yearly. A copy of both documents is to be kept on file for future reference. Each stipend recipient will have the opportunity for input into this yearly re-assessment and review process.

Further, it is the responsibility of the building administrator to file the necessary paperwork with the Superintendent's office for the timely payment of each stipend.

Each stipend recipient will receive a written contract for their advising or coaching position at the same time that regular teaching contracts are issued or, in the event of a non-teaching advisor/coach, at the time of hire.

This formula does not apply to Staff Development Coordinators who will be paid a rate of 6% of the base salary.

Base salary is defined as BA Step 1 on the current salary schedule.

#### Determining Stipends for Advisorships and Coaching Positions

Stipends for advisors and coaches are based on three factors - Time, Responsibility and Service to the district. As shown below, percentages are assigned to each factor for entry into a special formula which determines the final stipend.

a. Time Factor - Only positions requiring 50 or more hours are eligible for a stipend. The chart below is used to determine the time factor (percentage) that is entered into the formula.

Time in Hours	50-99	100-149	150-199	200-249	250-299	300-349	350+
Percentage	1%	2%	3%	4%	5%	6%	7%

b. Responsibility Factor - Each position is assessed based on two subfactors of responsibility. Each subfactor has three components rated on a scale of 0% to 3%.

#### Supervision of Students

	0%	1%	2%	3%
Time of Day				
Community Interaction				
Safety/Behavior				

Management of Resources

	0%	1%	2%	3%
Budget Management				
Care of Facilities & Equipment				
Adult Supervision				

The components for each subfactor are totaled and divided by three. The resulting values for each subfactor are then added together yielding a total percentage for the responsibility factor.

c. Base Stipend – The base salary for the current contract is then multiplied by the percentage total for time and responsibility to determine the base stipend for the position.

$$((\text{Time Factor} + \text{Responsibility Factor}) \times \text{Base Pay}) = \text{Base Stipend}$$

d. Service Factor – An increment of pay for service to the Epping School District is added to the base stipend. Individual coaches and advisors are awarded two percentage points for each year of service *as stated previously (up to 10%)*. *Beginning in 2008-2009 this increment of pay for service may also be awarded for verifiable service to another school district in the same position for which this stipend is being determined.*

The service factor is calculated by multiplying the base stipend by the total percentage points accumulated by the individual. This amount is then added to the base salary.

$$(\text{Base Stipend} \times \text{Experience Factor}) = \text{Service Factor}$$

e. Final Stipend –

$$(\text{Base Stipend} + \text{Service Factor}) = \text{Stipend}$$

f. General Definitions for Difficulty of Student Supervision -

0%	1%	2%	3%
No student supervision is required.	Most activities or events occur immediately before or after school, include little or no interaction with the larger community, & require a minimum amount of responsibility for the safety & behavior of students.	A number of activities or events occur late in the afternoon, in the evening &/or on weekends, include occasional interaction with the larger community, & require a moderate amount of responsibility for the safety & behavior of students.	Many activities or events occur late in the afternoon, in the evening & or/on weekends, include frequent interaction with the larger community, & require a significant amount of responsibility for the safety & behavior of students.

g. Factor x Factor Analysis for Difficulty of Student Supervision -

	1%	2%	3%
Time of Day	Most activities or events occur before or after school.	A number of activities or events occur late in the afternoon, in the evening &/or on weekends.	Many activities or events occur late in the afternoon, in the evening &/or on weekends.
Community Interaction	Include little or no interaction with the larger community.	Include occasional interaction with the larger community.	Include frequent interaction with the larger community.
Safety & Behavior	Require a minimum amount of supervision to maintain the safety & appropriate behavior of students.	Require a moderate amount of supervision to maintain the safety & appropriate behavior of students.	Require a significant amount of supervision to maintain the safety & appropriate behavior of students.

h. General Definitions for Extent of Resource Management -

0%	1%	2%	3%
The management of activities & events requires little or no budget management, care of facilities & equipment, &/or adult supervision.	The management of activities & events may require the tracking of several income & expense lines, &/or a minimum amount of responsibility for the care of facilities & equipment, &/or a minimum amount of responsibility for adult supervision.	The management of activities & events may require the coordination of the budget for a special program or a department of four or less people, &/or a moderate amount of responsibility for the care of facilities & equipment, &/or a moderate amount of responsibility for adult supervision.	The management of activities & events may require the coordination of the budget for a department of five or more people, &/or a significant amount of responsibility for the care of facilities & equipment, &/or a significant amount of adult supervision.

i. Factor x Factor Analysis for Extent of Resource Management -

	0%	1%	2%	3%
Budget Management	Management of activities & events requires little or no budget management.	Management of activities & events requires the tracking of several income & expense lines.	Management of activities & events requires the coordination of the budget for a special program or a department of four or less people.	Management of activities & events requires the coordination of a department budget of five or more people.
Care of Facilities & Equipment	Little or no responsibility for the care of facilities & equipment is required.	A minimum amount of responsibility for the care of facilities & equipment is required.	A moderate amount of responsibility for the care of facilities & equipment is required.	A significant amount of responsibility for the care of facilities & equipment is required.
Adult Supervision	Little or no adult supervision is required.	A minimum amount of adult supervision is required.	A moderate amount of adult supervision is required.	A significant amount of adult supervision is required.

4. Program Coordinators/Team Leaders:

*In 2007-2008 the language from the previous agreement governing this section shall be in effect.*

*Starting in the 2008-2009 school year team leaders with 4 or more teachers assigned to their team will be compensated \$2,500 per school year. Teams with 2 to 3 teachers assigned to their team will be compensated \$1,250 per school year. Teams may consist of grade level and/or unified art teams as determined by the district. High school program coordinators with 4 to 5 teachers assigned to their department will be compensated \$2,500 and coordinators with 6 or more teachers assigned to their department will be compensated \$3,500 per school year. High school program coordinator positions will be determined by the district.*

- a. Responsibilities will include communication, budget, and curriculum-related duties.*
- b. Program Coordinators/Team Leaders will remain in the bargaining unit.*
- c. Compensation will be divided over the number of pay periods selected in the regular employment contract.*
- d. Program Coordinators and Team Leaders will be evaluated on a yearly basis by the Building Principal and/or District Office Administration.*
- e. Program Coordinators and Team Leader contracts shall be issued by July 1 prior to the start of the school year if possible.*

## F. PLACEMENT ON SALARY SCHEDULE:

### 1. Experienced Teachers Entering the District:

Preparation and years of teaching experience before entering the district shall be evaluated by the Superintendent and the School Board. This shall serve as the basis for placing an incoming teacher on an appropriate step. The Board reserves the right to place a teacher at a higher or lower point on the schedule than said teacher's training and experience shall warrant, providing that no teacher shall be placed on an educational column without having earned the required credits.

### 2. Placement on Advanced Education Column:

To be eligible for placement on an advanced education column, the teacher must have completed all necessary graduate credits prior to September 1st of the school year, and have notified the Superintendent's Office by *November 15<sup>th</sup>* of the preceding school year. Actual salary adjustment will not take place until transcripts are filed in the SAU office. Under no circumstances shall a teacher's salary be adjusted if documenting transcripts are not on file.

### 3. Credit for a full year of teaching:

Teachers who have taught in the district for more than 50% of the contracted school year and whose performance is satisfactory shall be advanced one step on the appropriate salary schedule for the following school year.

## G. SALARY PAYMENT PLAN:

Teachers may elect to be paid in either 21 or 26 payments. The first payment in either case shall be no later than the second Friday after teacher contracts begin. Subsequent payments shall be every other Friday for 21 or 26 total payments. Teachers opting for the 26 payment plan shall receive all remaining payments *in June on or prior to the last pay day in June for teachers.*

The Superintendent's Office must be informed of the teacher's payment choice at least two weeks prior to the first payday. *If the teacher does not make a payment choice as outlined in this section, the district will select a 26 payment plan for the teacher.* Once chosen, the payment plan cannot be altered during the school year. There shall be no salary advances or other flexible payments available.

## H. LEAVES:

### 1. Sick Leave:

a. Sick leave will be granted at the rate of thirteen (13) days per year and accumulative to one hundred sixty (160) days. Sick leave shall be interpreted to mean absence due to personal illness or illness in the immediate family. Immediate family is defined as *spouse, children/dependents, father, mother, father-in-law, mother-in-law, grandparents, siblings, or other family members at the discretion of the Superintendent.*

- b. If abuse of sick leave is suspected, the principal or Superintendent shall so notify the teacher in writing. The reasons for this notification shall be clearly stated and defined.
- c. If a teacher is absent for four (4) consecutive days, the teacher may be required by the administration to furnish satisfactory medical proof of illness.
- d. *In 2007-2008 the language from the previous agreement governing this section shall be in effect.*

*Beginning in 2008-2009 a stay healthy incentive of \$25.00 per day will be paid for each unused sick day over the 160 days accumulation limit to each teacher based on his/her sick day count at the end of the school year. Days contributed to the Sick Leave Bank are considered to be used when considering this stipend only. This stipend shall be issued by the October payroll dates.*

## 2. Sick Leave Bank:

- a. The Board agrees to recognize a Sick Leave Bank.
- b. The Association shall establish a Sick Leave Bank Committee of three members, with one member being from each of the three schools.
- c. The Sick Leave Bank committee and the Superintendent's Office shall keep a record of the current total number of sick leave days in the Sick Leave Bank.
- d. After receipt of written authorization which has been signed by the teacher, the Superintendent's Office shall:
  - 1. Deduct one day from that teacher's unused sick leave.
  - 2. Add one day to the Sick Leave Bank.

These written authorizations must be received by the Superintendent's Office by September 30th for all contributing teachers who are on a year long contract. Any teacher who joins the District after September 1st and who wishes to contribute to the Sick Leave Bank shall have two weeks from the day they begin teaching to get their written authorization in to the Superintendent's Office.

- e. The Sick Leave Bank shall become effective on September 30th for all contributing teachers on a year long contract. For any contributing teacher who joins the District after September 30th, the Sick Leave Bank shall become effective upon receipt of their written authorization by the Superintendent's Office.
- f. In the event any contributing teacher has used all of his/her accumulated sick leave because of extended or chronic illness, he/she may apply to the Sick Leave Bank Committee for additional days to be drawn from the Sick Leave Bank. Written medical verification of illness must accompany the application.

The Sick Leave Bank shall be permitted to accumulate up to 150 days. If the number of days in the bank equals or exceeds 150 days, returning teachers shall not be required to contribute another day at the beginning of the new school year. However, new teachers wishing to be part of the sick leave bank must contribute one day of sick leave as provided for above. If, at the beginning of any school year, the sick leave bank is below 150 days, all teachers wishing to participate must contribute one day.

For any school year, each teacher shall be entitled to no more than a 40-day draw on the sick leave bank per incident/illness, except probationary teachers, as defined by RSA 189, who shall be entitled to no more than a ten day maximum draw per school year.

g. The Sick Leave Bank Committee shall be responsible for the approval of teacher applications for Sick Leave Bank loans and shall notify the Superintendent's Office and the teacher of approved loans. The Superintendent's Office shall then withdraw the approved days from the Sick Leave Bank.

h. Authorization forms for sick leave deduction days and withdrawal days shall be developed jointly by the School Board and the Epping Education Association.

i. At the end of each school year, unused Sick Leave Bank days shall be returned equally to each contributing teacher. Odd number of days shall remain in the Bank and shall be carried over to the next school year in the Bank. In the event any contributing teacher leaves the Epping School System, his/her contributing days will remain in the Sick Leave Bank.

### 3. Personal Leave:

***In 2007-2008 the language from the previous agreement governing this section shall be in effect.***

*Beginning in 2008-2009 personal leave will be granted at the rate of three (3) days per year. Personal leave may be accumulated up to a maximum of 4 days. The Principal shall be notified in writing at least forty-eight (48) hours in advance of such leave, except in the case of emergencies and as noted below.*

*No personal leave will be granted for a day immediately prior to or immediately following a school holiday or vacation period. The Superintendent may grant unpaid leave on the day immediately prior to or immediately following a school holiday or vacation period. All requests for such unpaid leave shall be received two weeks prior to the requested personal day. The approval process will take into consideration the reason for the request, the availability of substitute teachers, teacher seniority, and emergency situations if applicable.*

### 4. Bereavement Leave:

Bereavement leave will be granted at the rate of five (5) days per death in the immediate family. Immediate family shall be interpreted to mean spouse, children/dependents, father, mother, father-in-law, mother-in-law, grandparents, siblings, or other family members at the discretion of the Superintendent.

Bereavement leave shall be granted at the rate of one (1) day per year for death in the non-immediate family. Non-immediate family shall be interpreted to mean aunt, uncle, cousin, etc. at the discretion of the Superintendent. *Additional days or exceptions to this definition may be granted at the discretion of the Superintendent.*

#### 5. Childbearing and Child Rearing:

A leave of absence without pay and other fringe benefits shall be granted to a teacher for the purpose of childbearing and child rearing.

A teacher who is pregnant shall be entitled to a leave of absence of up to one school year (187 days) beginning anytime after the commencement of her pregnancy. The School Board may grant a continuance, at the teacher's request, to this leave of absence to provide continuity of instruction. In all cases, cooperative efforts will be made for a returning teacher to return at a natural break in the school calendar (i.e. vacation, holiday or beginning of a marking term). The teacher shall notify the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

Disability resulting from pregnancy, miscarriage or childbirth shall entitle a teacher to collect sick leave while on the leave of absence in accordance with Federal law.

A male teacher shall be entitled, upon request, to a leave of absence of up to one school year (187 days) immediately following the birth of his child. The teacher shall notify the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

Adoptive leave of absence, upon request, shall be granted for up to one school year (187 days) immediately following the adoption. The teacher shall notify the Superintendent at least thirty (30) days prior to the date on which the child is physically turned over to the teacher-parent except in cases of emergency.

All benefits to which a teacher was entitled at the start of the leave, including unused sick leave, seniority, etc., shall be restored upon the teacher's return.

#### 6. Leaves of Absence:

A leave of absence for full-time teachers for a continuous school year or any portion thereof\* without pay or other benefits may be granted upon formal application and upon the recommendation of the Superintendent, the principal and approval of the School Board. Whenever possible, letter of application shall be submitted to the building principal well in advance.

All benefits to which a teacher was entitled at the start of his/her leave, including unused sick leave, shall be restored to said teacher upon his/her return. Any teacher granted a leave of absence shall be assigned within the scope of his or her certification upon return to duty.

In keeping with present employment practices relating to teacher nominations and elections, teachers on leave will receive a contract for the following year. Signing of said contract and the return of same on a stipulated date will be notification of return.

\*NOTE: For leaves of absence less than one year, benefits will be pro-rated.

#### 7. Sabbatical Leave:

Sabbatical leave may be granted to a limited number of teachers after seven (7) consecutive years of service in the Epping School System, provided the leave is for additional academic study at an approved institution of higher learning or for educational travel (provided that such travel is directly related to the teacher's major teaching area in Epping).

Sabbatical leave is to be granted only upon the recommendation of the building principal and the Superintendent and with the approval of the Epping School Board.

All salaries and fringe benefits during the sabbatical leave shall be paid at 50% of the current contract year based on the step in the salary schedule placement for that school year. A person successfully pursuing a sabbatical leave will not be held on his or her step, but will proceed to the next step and/or level on the salary schedule.

Beginning in 2008-2009 to qualify for sabbatical leave, the teacher must agree to remain in the Epping School District for at least two school years after the completion of the sabbatical. If the teacher leaves the district before this two-year period, with the exception of disability or non-renewal of contract, the teacher will be responsible to pay back to the district a percentage (based on the number of remaining days to meet the two-year period) of the salary and benefit costs incurred during the sabbatical leave.

#### 8. Less Than Full Time Employees:

Sick leave, personal leave, bereavement leave and all other leaves shall be pro-rated for those teachers who work less than full-time. Pro-ration will be equal to the percentage of time worked.

#### I. INSURANCE BENEFITS:

##### 1. Health Insurance:

*Teachers employed during the 2003-2004 school year without a service break are eligible to participate in three Blue Cross/Blue Shield insurance plans: JY, Blue Choice and Matthew Thornton.*

*Teachers employed after the 2003-2004 school year are eligible to participate in two Blue Cross/Blue Shield insurance plans: Blue Choice and Matthew Thornton.*

*The district shall pay the following amounts of a single, two-person, or family plan membership.*

SCHOOL YEAR	JY AMOUNT	BLUE CHOICE AMOUNT	MATTHEW THORNTON AMOUNT
2007-2008	80%	85%	90%
2008-2009	75%	80%	85%
2009-2010	75%	80%	85%

*Teachers will be informed of the new percentages and premium costs, and will have at least 30 days to elect to change plans for the coming year. A teacher may elect to change plans only during this 30 day period. Once the health benefit has been selected during the enrollment period, changes can only be made due to qualifying events per the insurance carrier.*

When a teacher elects not to be covered by the district plan, the district shall pay a stipend of \$1500 if the teacher would have been covered under a family plan, \$1110 if the teacher would have been covered under a two person plan, or \$555 if the teacher would have been covered under a single membership. The teacher must notify the district if this option is elected by June 1st of the year prior, or at the time of hire.

The parties agree to form a health benefit committee to study various health care options and make a non-binding recommendation to the full Association membership and Board no later than June 30, 2008 for possible implementation in the 2009-2010 school year. This committee will be composed of an equal number of Board and Association representatives. The intent is to recommend health care plan(s) or changes to the existing health care plan(s) to help control or reduce health care costs for both the district and the teacher. Negotiations may be opened for this item only if both parties agree.

#### 2. Dental Insurance:

The district shall pay an amount equal to 100% of single membership or 50% of family membership for dental insurance which provides 100% of Coverage A, 80% of Coverage B, 50% of Coverage C, 50% of Coverage D, no deductible and an annual maximum benefit of \$1,000 per person. The family membership can only be provided if the minimum number of staff required by the provider enroll in the plan.

#### 3. Life Insurance:

The school district will pay 100% of the teacher's annual premium of a term life insurance policy equal to one year of said teacher's current salary.

#### 4. Pro-ration:

All insurance premium payments shall be pro-rated for those teachers who work less than full-time. Pro-ration is to be equal to the percentage of time worked.

## I. PROFESSIONAL DEVELOPMENT:

### 1. Professional Days:

*In 2007-2008 the language from the previous agreement governing this section shall be in effect.*

*Beginning in 2008-2009 teachers may be granted three (3) professional days for professional development activities that meet the professional development criteria defined by the district's master plan subject to the professional development and certification standards and regulations of the NH Department of Education.*

*Teachers shall request such leave in writing at least two (2) weeks in advance. All professional day requests shall be made to and approved by the Superintendent or Assistant Superintendent. The teacher shall use the district form for this application.*

*Professional days requested by the administration will not negatively impact the teacher's individual requests. Administration reserves the right to limit professional development requests on any particular day due to student supervision concerns.*

*The Board agrees to reimburse the teacher or issue a purchase order for professional fees and/or transportation not to exceed an annual school year limit of \$250 per teacher. The total amount will not exceed the budgeted figure for all professional development leave per this article. In order to be reimbursed, a teacher must submit satisfactory proof of payment and attendance to the Superintendent's Office within 30 days of completion of the professional day activity. In the case of a purchase order, a teacher must submit satisfactory proof of attendance to the Superintendent's Office within 30 days of the completion of the professional day activity. Failure to do so could result in the cost of the professional development activity being deducted from the teacher's salary.*

*Further, total reimbursement for all such leave during the 2007-2008 and 2008-2009 school years shall be \$17,000, and during the 2009-2010 school year and thereafter shall be \$22,000.*

*Any funds remaining in this category on May 15 of any given year, shall be dispersed equally among those who expended personal funds for approved professional development activities per the District's Master Plan. Teachers will be notified of the availability of such funds by May 1. All requests must be submitted to the Superintendent's Office by May 15. No payment is to exceed the cost of the professional development fees and/or transportation. The total payment is not to exceed the unexpended balance figure.*

*The Association will have two teacher professional days for Association use.*

## 2. Course Reimbursement:

*In 2007-2008 the language from the previous agreement governing this section shall be in effect.*

*Beginning in 2008-2009 teachers taking approved graduate level courses may be reimbursed by the district for up to a maximum of twelve (12) credits per year not to exceed the UNH in-state graduate per-credit-hour rate. A teacher may apply for a purchase order for this purpose, however, the district is not responsible for educational institutions accepting such purchase orders. Reimbursement is restricted to tuition and associated course fees only.*

*All courses must have prior approval from the Superintendent or Assistant Superintendent. Application for approval must be made in writing to the Superintendent at least one month prior to the first day of class. The teacher shall use the district form for this application.*

*Course approvals must meet the professional development criteria defined by the district's master plan subject to the professional development and certification standards and regulations of the NH Department of Education. Under special circumstances the Superintendent may approve undergraduate courses for reimbursement.*

*To insure equitable accessibility to all teachers, the following procedure also applies.*

- a. Approval will be granted for up to 4 credits maximum per teacher for the summer session subject to available funding.*
- b. Approval will be granted for up to 4 credits maximum per teacher for the fall or spring session subject to available funding. A request for approval for a spring course may be submitted well in advance of the actual course date.*
- c. After January 8<sup>th</sup> additional reimbursement requests will be considered. On January 8<sup>th</sup> preference will be given to teachers that have had no prior reimbursement in the school year. Requests for reimbursements will be considered for past summer, fall, and winter courses and for future spring courses. Requests received after January 8<sup>th</sup> will be handled on a first come-first approval basis. All of these requests are subject to available funding.*
- d. All courses regardless of educational institution are subject to this procedure. This includes courses offered by the Epping School District.*

*To qualify for reimbursement or payment of a purchase order, the teacher must agree to remain in the Epping School District for at least one school year after completion of such course(s). If the teacher does not receive a grade of "B" or better, or leaves the district before this one-year period, with the exception of disability, retirement, or non-renewal of contract, the teacher will be responsible to pay back to the district the cost of the course(s).*

*This clause will be in effect until the total amount which has been budgeted for this purpose has been spent. The budgeted amount will be \$60,000 in 2007-2008, \$60,000 in 2008-2009, and \$65,000 in 2009-2010.*

### 3. Transportation:

Transportation costs will be paid at the rate recommended by the IRS when approved by the building principal and when personal vehicles are used for school business.

### K. RETIREMENT STIPEND:

Upon retirement from the Epping School District, the nurse, librarian, guidance counselor and all certified teachers under written contract with the Epping School District shall be awarded a sum of money equal to two-thirds the current rate of substitute pay multiplied by the number of accumulated sick leave days at the time of retirement.

To be eligible for this stipend, a teacher must officially retire from teaching according to RSA-192 or have at least 20 consecutive years in the district.

Formal written applications for this retirement stipend shall be made to the Superintendent at the same time the teacher completes his/her application for service retirement to the State Retirement System or at least 30 days prior to the last day the teacher teaches in the district.

In order for the Epping School Board to more accurately formulate an operating budget, it is desirable for a teacher who definitely plans retirement to notify the Superintendent of schools by November 1st the year prior to retirement.

*Beginning in 2008-2009 if a teacher dies while under contract, a cash award computed in the same manner will be granted to said teacher's beneficiary as named on the group life insurance policy.*

*Beginning in 2008-2009 the teacher will also have the right to continue membership in the health and dental insurance programs by paying the full premium for same on a monthly basis. This benefit shall continue until such time as the retiree reaches Medicare/Medicaid age. This benefit shall cease if the insurance carrier refuses to accept the member or teacher does not submit the premium within thirty (30) days.*

*Beginning in 2008-2009 eligible teachers may apply for an Enhanced Retirement Stipend subject to the following criteria.*

1. Eligibility. *A full-time teacher shall be eligible for the following retirement stipend if the teacher is certified as a teacher by the New Hampshire Board of Education at the time of retirement, has completed at least twenty consecutive years of full-time employment as a teacher by the School District immediately prior to retirement, and has submitted a signed, written notice of intent to retire to the Superintendent no later than November 1 of the last school year of employment.*

2. Retirement Stipend. *The School District shall pay a retirement stipend of \$10,000 to an eligible retiring teacher during the last school year of employment. A maximum of two (2) eligible retiring teacher(s) may receive this stipend in 2008-2009, three (3) in 2009-2010, and three (3) thereafter. In the event that more*

*retiring teachers are eligible for this stipend in the same year than allowed per this agreement, the teacher(s) with the longest consecutive employment by the School District as full-time teacher(s) shall receive the stipend.*

#### L. SCHOOL CALENDAR:

*In 2007-2008 the language from the previous agreement governing this section shall be in effect.*

*Beginning in 2008-2009 the Board may, at its discretion, adopt either a days-based school year or an hours-based school year under NH Administrative Rules Ed 306.18. The Board shall determine the number of student hours and student days per year.*

*The school calendar shall consist of 187 work days for 2007-2008, 188 work days for 2008-2009, and 188 work days for 2009-2010 and thereafter in terms of this contract. The school year for teachers shall commence no earlier than the Monday before Labor Day. Included in the work days will be:*

- a. Teacher Preparation Day (may be 2 half-days) at the beginning of the contract year*
- b. Fall/Winter Parent Conference Day or Professional Day (may be flex time)*
- c. Spring Parent Conference Day or Professional Day (may be flex time)*
- d. Other as determined by the district*

*October Teacher Convention Day (Friday before Columbus Day) will not be included in the teacher work days (student days or professional development days).*

#### M. SCHOOL DAY

##### 1. Student Instructional Day:

*In 2007-2008 the language from the previous agreement governing this section shall be in effect.*

*The student instructional day will be set in accordance with the public school standards set by the State Board of Education. The Board may, at its discretion, adopt either a days-based school year or an hours-based school year under NH Administrative Rules Ed 306.18. The Board shall determine the number of student hours and student days per year.*

*Starting in 2008-2009 teachers will be required to be on site a minimum of 7 hours and 15 minutes, which includes a student day of 6 hours 50 minutes for the elementary school and 7 hours for the middle and high schools. If the Board adjusts the length of the on-site workday for teachers beyond present practice, the Board will negotiate the cost impact of this action.*

*It is understood that teachers, on occasion, may be required to stay beyond the normal workday for after school duties including, but not limited to, faculty meetings, parent conferences, and for student assistance.*

## 2. Planning Time:

*In 2007-2008 the language from the previous agreement governing this section shall be in effect.*

*Beginning in 2008-2009 for Grades K-5, each teacher will have one unencumbered planning period per day of at least 45 minutes.*

*Beginning in 2008-2009 for Grades 6-12, each teacher will have a minimum of 450 minutes of unencumbered planning time per 10 day period, with no planning time being less than 30 minutes.*

## N. TEACHER RIGHTS:

The Epping School Board will recognize rights of citizenship and thus, the School Board shall not deny nor restrict any right due a teacher under the laws of New Hampshire and the United States. Any teacher who alleges a denial of rights shall not file a grievance under this clause and concurrently pursue redress before a court, agency, or other administrative tribunal.

### **ARTICLE VI - PERSONNEL FILES**

A. A teacher shall have the right to review the contents of his/her personnel file and to receive copies of any documents contained therein.

B. No material shall be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material and be given a copy of such. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. A teacher shall have the right to submit a written answer to such material and his/her answer shall be attached to all copies.

C. In the event that the administration removes any material from a teacher's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.

### **ARTICLE VII - FAIR TREATMENT**

A. In the event that in the opinion of the school administration a deficiency in a teacher's performance could result in termination of employment, or reduction in rank or compensation, the teacher shall be notified of the deficiency in writing by the administration. The administration shall clearly state the deficiency, state the expected corrections and the teacher shall be given a reasonable time to correct said deficiency. If a teacher does not correct the specified deficiency within the specified time it will be considered just cause for administrative action.

B. A teacher will be entitled to have present a representative of his/her choosing when he/she is being disciplined or discharged.

C. No teacher shall be disciplined, non-renewed after the third year, discharged, or reduced in rank or compensation without just cause.

## **ARTICLE VIII - TRANSFERS/CHANGE IN ASSIGNMENT**

In the event it is necessary to change the assignment of teachers due to enrollment fluctuations, state recommendations or mandates, or other reasons, the principal(s) shall discuss this matter with the teacher(s) involved in order to seek his/her/their professional opinion and input. The principal(s) and Superintendent will make assignments based on said discussions/input and whatever is in the best interest of the students of the Epping School District.

## **ARTICLE IX - REDUCTION IN TEACHING STAFF AND RECALL**

### **1. Reduction in Teaching Staff:**

In the event it becomes necessary for the Epping School Board to reduce the number of full-time teachers due to reasons of economy, program elimination or consolidation and/or reduction in pupil enrollment, the procedure for the decision to terminate an individual teacher shall be seniority within certification area. Seniority within certification area shall be determined by the number of teaching days a teacher has served in the district. Used sick leave days and used personal days shall be counted as teaching days.

### **2. Recall Procedure:**

There will be two-year recall rights for RIFFED teachers. Each teacher shall be reinstated in reverse order of his/her being laid off only if he/she is certified and qualified to fill the vacancy. Such reinstatement shall not result in a loss of credit for previous years of service. Recall rights shall be terminated if a teacher does not accept an offered position.

## **ARTICLE X - EVALUATION**

*In 2007-2008 the language from the previous agreement governing this section shall be in effect.*

*Beginning in 2008-2009 the purpose of teacher evaluation in the district is to improve the quality of teaching and learning for students and teachers. Inherent in this process is the challenge for both students and teachers alike to build on existing strengths and to strengthen areas needing improvement. With these understandings it is necessary to provide an evaluation system applicable to all teachers throughout the district to be implemented effectively with available school administration.*

*The evaluation process will be developed by a committee comprised of teachers and Board representatives. The developed document will be submitted to the Board for approval prior to June 30, 2008. If the document is not approved by the Board, the previous language under this section will be in effect with both parties agreeing to form a committee to study*

and amend the evaluation process, and upon resolution reopen negotiations on this article only.

Guidelines for the committee are:

- a. Individual teacher goals based on school district goals subject to annual review.
- b. Observation of teacher taking into account the needs of the first, second, and third year teacher and the district.
- c. Observation of the veteran teacher (service greater than 3 years) including a process for veteran teachers performing satisfactorily and veteran teachers not performing to satisfaction.
- d. Opportunity for constructive discussion between teacher and building principal or designee regarding evaluation.
- e. Synergy between the evaluation process, the district's master plan for professional development, and the state's certification process.

At the discretion of the administration an evaluation may be conducted at any time. The evaluation documents will be signed by both parties prior to placement in the teacher's file. If the teacher declines to sign the evaluation documentation, a note will be attached to the document stating such.

#### **ARTICLE XI - REIMBURSEMENTS**

All approved reimbursements will be made within 30 days from the time a proper Request for Reimbursement form is received in the Superintendent's Office provided this form is received in the Superintendent's Office five (5) days before the next School Board meeting. All such forms shall be dated as received in the Superintendent's Office. That date shall constitute the official date of receipt. The Superintendent's Office shall provide a set of Request for Reimbursement forms to each building principal.

#### **ARTICLE XII - MISCELLANEOUS**

Copies of this agreement between the Board and the Association shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed by the parties. A copy of the Agreement shall be distributed to all teachers now employed or hereafter employed. Further, the Board shall furnish ten (10) copies of the Agreement to the Association for its use.

#### **ARTICLE XIII - SEPARATION CLAUSE**

Any employee under contract with the Epping School District who seeks or is contacted for employment elsewhere shall immediately inform the prospective employer that he/she is under a contractual obligation to the Epping School District. If said employee becomes a finalist for a position elsewhere, the employee will immediately notify the District. Upon written notification from the employee that he/she wishes to accept a position elsewhere, the

District will make a good faith effort to secure a replacement deemed qualified by the District.

However, said employee under contract to the District shall not be released from his/her contractual obligations to the District until such time as a replacement deemed to be qualified by the District is hired, or until thirty-two (32) calendar days have elapsed from the date which the contracted employee requested that he/she be released from his/her contractual obligations, whichever comes first.

If a contracted employee fails to conform to these requirements, said person will bear all costs associated with the abrogation of his/her contract including, but not limited to, all legal fees and costs which the Board may incur in enforcing this provision and any and all other costs associated with locating and securing a qualified replacement.

Upon review of the circumstances surrounding a contracted employee's separation, the Board may waive the costs outlined above.

#### **ARTICLE XIV - SAVINGS CLAUSE**

If any provision of the agreement or any application of this agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If any provision is found to be contrary to law, the parties shall meet within thirty (30) school days of such legal determination for the purpose of adjusting the article affected so that it will be in accordance with the law.

#### **ARTICLE XV - ZIPPER CLAUSE**

The Board and the Association agree that each party has had an opportunity to negotiate salaries, fringe benefits, terms and conditions as provided in this agreement, and further negotiations will not be conducted on any item whether contained herein or not during the life of this agreement. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.

#### **ARTICLE XVI – ASSOCIATION DUES OR SERVICE FEE DEDUCTIONS**

*Beginning in 2008-2009 the District agrees to deduct from the salaries of its employees, Association dues or service fees for the Epping Education Association and to transmit the monies promptly to the Association.*

*Employees who elect to have dues deducted may authorize these deductions by completing the appropriate form annually on or before October 1. The District shall deduct equal amounts for each pay period beginning the first pay period in October. The District shall place the form on file.*

*In the event an employee does not authorize Association dues deductions in accordance with the above, the District shall deduct and forward to the Association a service fee equal to the*

*pro rata share of the cost of collective bargaining, contract administration, and grievance services for the EEA. This service fee payment shall be used to fund an EEA scholarship. Service fee deductions will be made using the same system used for Association dues deductions. Service fee amount shall not exceed 75% of Association dues amount. The EEA shall supply the District with the scholarship rules and regulations, including the selection criteria, and notify the District of changes. The scholarship shall be offered to students of the Epping School District.*

*The Association agrees to certify to the District, in writing, the current rate of its Association membership dues or service fee by September 15. The Association will provide the District with a copy of the dues authorization form by September 15. The form used for dues authorization shall clearly show the employee's options regarding Association dues or service fees and the associated costs.*

*The Association shall indemnify, defend, and hold harmless the District against any and all claims, demands, suits, legal costs or other forms of liability monetary or otherwise arising out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article.*

**ARTICLE XVII - DURATION OF AGREEMENT**

The provisions of this agreement will be effective as of the first day of July, 2007 and shall continue to remain in full force and effect as binding on the parties until June 30, 2010.

The parties have caused this agreement to be signed by their respective chairperson and respective negotiations committee chairperson, all in the day and year first written above.

**EPPING EDUCATION ASSOCIATION**

**EPPING SCHOOL BOARD**

By: Judith A Phelps  
President

By: [Signature]  
Chairperson

Date: 4/10/08

Date: 4/10/08

By: Mary Beth Coleman  
Negotiations Chairperson

By: [Signature]  
Negotiations Chairperson

Date: 4/11/08

Date: 4/09/08

