

THE EPPING SCHOOL BOARD
And
THE EPPING EDUCATION ASSOCIATION
AGREEMENT

2012-2013
2013-2014

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	4
ARTICLE II	NEGOTIATIONS PROCEDURE	4
ARTICLE III	IMPASSE PROCEDURE	5
ARTICLE IV	GRIEVANCE PROCEDURE	5
A	DEFINITIONS	5
B	PURPOSE	5
C	STRUCTURE	5
D	INITIATIONS AND PROCESSING	5
E	SECURING PROCEDURE	7
F	RIGHTS OF TEACHERS TO REPRESENTATION	7
G	COSTS	7
ARTICLE V	PROFESSIONAL COMPENSATION AND FRINGE BENEFITS	7
A	SALARY SCHEDULE – SCHOOL YEAR 2012-2013	7
B	SALARY SCHEDULE – SCHOOL YEAR 2013-2014	8
C	SUPPLEMENTARY COMPENSATION	9
D	PLACEMENT ON SALARY SCHEDULE	13
E	SALARY PAYMENT PLAN	14
F	LEAVES	14
G	INSURANCE BENEFITS	17
H	PROFESSIONAL DEVELOPMENT	18
I	RETIREMENT STIPEND	20
J	SCHOOL CALENDAR	21
K	SCHOOL DAY	21
L	TEACHER RIGHTS	22
ARTICLE VI	PERSONNEL FILES	22
ARTICLE VII	FAIR TREATMENT	22
ARTICLE VIII	TRANSFERS/CHANGE IN ASSIGNMENT	23
ARTICLE IX	REDUCTION IN TEACHING STAFF AND RECALL	23
A	REDUCTION IN TEACHING STAFF	23
B	RECALL PROCEDURE	24
ARTICLE X	EVALUATION	24
ARTICLE XI	REIMBURSEMENTS	25
ARTICLE XII	MISCELLANEOUS	25
ARTICLE XIII	SEPARATION CLAUSE	25

ARTICLE XIV	SAVINGS CLAUSE	26
ARTICLE XV	ZIPPER CLAUSE	26
ARTICLE XVI	ASSOCIATION DUES OR SERVICE FEE DEDUCTION	26
ARTICLE XVII	DURATION OF AGREEMENT	26
	AUTHORIZED SIGNATURES	27

AGREEMENT made April 5, 2012 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 1st, 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 1st.

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 per Section D Initiations and Processing.
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. The School Board is designated as Level Three. The School Board may select additional persons to assist them in their function.
4. A grievance may be withdrawn at any level.
5. The district shall develop a grievance recordkeeping form and both parties agree to use this form in documenting the grievance process from the original informal notification to resolution.

D. INITIATIONS AND PROCESSING:

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.

1. Level One - Principal

a. Informal – Within five (5) working days after any teacher notifies the principal of an occurrence of an alleged violation of the agreement, the teacher and principal shall meet in an attempt to resolve the matter before the formal grievance process. The grievance form identified in Article IV Section C4 must be filed with the principal at the informal step to initiate the grievance.

b. Formal - If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days of the initial meeting, 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.

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.

2. 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, citing 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.

3. Level Three – School Board

The teacher, no later than five (5) school days after receipt of the Superintendent's decision may appeal the Superintendent's decision to the School Board. The appeal must be made in writing, citing the matter submitted to the Superintendent as specified in 1.(b)(1-6) above. The School Board shall meet with the employee to attempt to resolve the matter as quickly as possible, but within a period not to exceed twenty (20) school days. The School Board shall communicate its decision in writing to the employee, the Superintendent and the Principal within ten (10) school days after the meeting with the aggrieved is conducted.

4. Level Four - Arbitration

If the decision of the School Board 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 School Board's decision. If the Association determines that the matter

should be arbitrated further, it shall so advise the Superintendent and School Board in writing within ten (10) school days of receipt of the School Board'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. At least twenty-four hours prior to a meeting for the grievance procedure all parties shall be notified of the scheduled attendees.
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.

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 2012-2013:

1.0% raise and step increase per the salary schedule below.

<u>STEP</u>	<u>B</u>	<u>B15</u>	<u>B30</u>	<u>M</u>	<u>M15</u>	<u>M30</u>	<u>M45</u>
1	34,406	35,006	35,706	36,506	37,406	38,406	39,506
2	35,455	36,073	36,795	37,619	38,547	39,577	40,711
3	36,536	37,174	37,917	38,766	39,722	40,784	41,952
4	37,651	38,307	39,073	39,949	40,934	42,028	43,232
5	38,799	39,476	40,265	41,167	42,182	43,310	44,550
6	39,982	40,680	41,493	42,423	43,469	44,631	45,909
7	41,202	41,920	42,759	43,717	44,795	45,992	47,309
8	42,459	43,199	44,063	45,050	46,161	47,395	48,752
9	43,754	44,517	45,407	46,424	47,569	48,840	50,239
10	45,088	45,874	46,792	47,840	49,020	50,330	51,772
11	46,463	47,274	48,219	49,299	50,515	51,865	53,351
12	47,880	48,715	49,690	50,803	52,055	53,447	54,978
13	49,341	50,201	51,205	52,352	53,643	55,077	56,655
14	50,846	51,732	52,767	53,949	55,279	56,757	58,383
15	52,396	53,310	54,376	55,595	56,965	58,488	60,163
MAX	55,146	56,060	57,126	58,345	59,715	61,238	62,913

Step B1 includes a 1.0% raise. Step B15 includes \$600 more than B1, Step B30 includes \$700 more than B15, Step M includes \$800 more than B30, Step M15 includes \$900 more than M, Step M30 includes \$1,000 more than M15, and M45 includes \$1,100 more than M30. Steps 2 to 15 include a 3.05% increase based on the previous step. Step MAX includes \$2,750 more than Step 15.

B. SALARY SCHEDULE – SCHOOL YEAR 2013-2014:

1.5% raise and step increase per the salary schedule below.

<u>STEP</u>	<u>B</u>	<u>B15</u>	<u>B30</u>	<u>M</u>	<u>M15</u>	<u>M30</u>	<u>M45</u>
1	34,922	35,522	36,222	37,022	37,922	38,922	40,022
2	35,987	36,605	37,326	38,151	39,078	40,109	41,242
3	37,084	37,722	38,465	39,315	40,270	41,332	42,500
4	38,216	38,872	39,638	40,514	41,498	42,593	43,797
5	39,381	40,058	40,847	41,749	42,764	43,892	45,132
6	40,582	41,279	42,093	43,023	44,068	45,231	46,509
7	41,820	42,538	43,377	44,335	45,413	46,610	47,927
8	43,095	43,836	44,700	45,687	46,798	48,032	49,389
9	44,410	45,173	46,063	47,080	48,225	49,497	50,896
10	45,764	46,551	47,468	48,516	49,696	51,006	52,448
11	47,160	47,970	48,916	49,996	51,212	52,562	54,048
12	48,599	49,434	50,408	51,521	52,774	54,165	55,696
13	50,081	50,941	51,945	53,092	54,383	55,817	57,395
14	51,608	52,495	53,530	54,712	56,042	57,520	59,145
15	53,182	54,096	55,162	56,380	57,751	59,274	60,949
MAX	55,932	56,846	57,912	59,130	60,501	62,024	63,699

Step B1 includes a 1.5% raise. Step B15 includes \$600 more than B1, Step B30 includes \$700 more than B15, Step M includes \$800 more than B30, Step M15 includes \$900 more than M, Step M30

includes \$1,000 more than M15, and M45 includes \$1,100 more than M30. Steps 2 to 15 include a 3.05% increase based on the previous step. Step MAX includes \$2,750 more than Step 15.

C. 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 \$3,000 per school year. 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 \$150.00 per day with the day defined as 6.0 hours for this section. Compensation will be pro-rated for less than a full day as defined per this section. The teacher shall use the district form to receive prior approval.

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%). 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

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 and assisting new team members with school and district rules, regulations, and procedures.
- 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.

5. Overnight Field Trip Coverage

Teachers who provide overnight supervision for the purpose of a school sponsored student field trip will be compensated at the rate of \$100.00 per night. Overnight pay will only apply to nights which follow a school day and will not exceed \$300 per teacher per overnight field trip.

D. 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 15th 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.

E. 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.

F. 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. Teacher will be required to provide satisfactory medical proof of illness.

c. If a teacher is absent for four (4) consecutive days or more, the teacher will be required by the administration to furnish satisfactory medical proof of illness.

d. 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.

b. 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.

c. 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

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 on a professional development day which is defined as a non-student work day. Personal leave on a day immediately prior to or immediately following a school holiday or vacation period shall be limited to a maximum of two (2) such days per school per holiday or vacation with no teacher taking more than one such day per school year. All requests for such leave shall be received by the Superintendent at least two weeks prior to the requested personal day. Approval will be granted on a first-come-first-served basis subject to the limitations set forth in this paragraph.

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 (188 days) beginning any time 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 (188 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 (188 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.

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.

G. INSURANCE BENEFITS:

1. Health Insurance

The district shall pay 80% Blue Choice or 85% Matthew Thornton for a single, two-person, or family plan membership.

These health insurance products are provided by Anthem Blue Cross and Blue Shield of New Hampshire and designed to include a \$20 per visit co-payment and \$10/\$20/\$45 prescription benefit as permissible under law. The JY Plan is no longer an option for teacher employees and retirees.

Teacher employees on the JY plan in 2011-2012 will receive a one-time payment of \$500 for a single plan, \$750 for a 2-person plan, and \$1,000 for a family plan. This payment will be made in 2012-2013.

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 an annual health benefit committee to study various health care carriers and options and make non-binding recommendations to the full Association membership and Board no later than June 30 for possible implementation in the next budget year or as agreed by both parties. 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 2-person or 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 \$1,500 per person. The 2-person or 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.

H. PROFESSIONAL DEVELOPMENT:

1. Professional Days

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. 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 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

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. 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 8th additional reimbursement requests will be considered. On January 8th 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 8th 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 \$65,000.

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. Mileage is to be calculated from school to destination and back or from home to destination and back whichever is less.

I. 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.

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.

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.

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 years of full-time employment as a teacher in the Epping School District 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 as a teacher in the Epping School District.

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 four (4) eligible retiring teacher(s) may receive this stipend in any given year. 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.

The accumulated sick leave retirement stipend and/or the enhanced service retirement stipend will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in the July following the date of retirement, and shall equal the maximum portion of the retirement stipend that will not result in the School District being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. The second lump sum payment shall be due and payable 121-150 days after the employee's retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the retirement stipend that was not paid in the first lump sum.

J. SCHOOL CALENDAR:

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 188 work days 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

K. SCHOOL DAY

1. Student Instructional Day

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.

Teachers will be required to be on site a minimum of 7 hours and 15 minutes, which includes a student day of 7 hours. 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

Teachers will have a minimum of 450 minutes of unencumbered planning time per 10 day period, with no planning time less than 30 minutes.

L. 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 with supervision 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 tenure*, discharged, or reduced in rank or compensation without just cause. Effective July 1, 2011 tenure is defined by law as:

Before July 1, 2011 – Tenure was attained after receiving a continuing contract from the District after completing either (1) three or more consecutive years of teaching in the District, or (2) two or more consecutive years of teaching in the District and three or more consecutive years in another New Hampshire school district.

After July 1, 2011 - Teachers will attain tenure upon receiving a continuing contract from the District after completing either (1) five or more consecutive years of teaching in the District, or (2) three or more consecutive years of teaching in the District and five or more consecutive years in another New Hampshire school district.

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

A. 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 following procedure for the decision to terminate an individual teacher will be conducted under the rules set forth in this Article.

1. The Board will determine which areas to reduce and by how much. Areas are defined as:
 - a. Classroom Teachers Grades K-12
 - b. Unified Arts Teachers K-12 (art, music, media specialist, physical education, health, family consumer science, technical, technology, and other designated unified arts teachers)
 - c. Specialist Teachers Grades PK-12 (guidance counselor, nurse, speech & language therapist, occupational therapist, and content specialists)
 - d. Special Education Teachers Grades PK-12.
2. Certification, highly qualified status, and job performance will be considered for reduction in teaching staff within the area of reduction. If certification, highly qualified status if applicable, and job performance factors are equal, then seniority may be considered in making a final determination. The Superintendent will determine job performance within the above areas using the District evaluation model and documentation contained within a teacher's personnel file.
3. No reduction in force will be based solely on seniority.
4. Seniority is defined as the number of teaching days a teacher has served in the district regardless of teaching assignment(s). If there is a break in employment, excluding approved leaves of absence, previous teaching days in the district will not count toward seniority. Used sick leave days and used personal days shall be counted as teaching days.
5. For a teacher who is laid off from his/her current assignment under paragraphs 1-4 and holds certification and highly qualified status if applicable to another assignment within the area reduced,

this teacher and teachers presently within this area will be reviewed using the criteria of Article A, paragraph 2 above to determine which teacher will be terminated under reduction in force.

6. In the event that the reduction in force requires transfer or reassignment, teachers must accept the transfer or assignment, or forfeit their right to employment.
7. The Superintendent, in the event of a contemplated reduction in force, will advise the Association in writing as to which teachers he/she intends to terminate.
8. Teacher(s) involved in a reduction in force will be notified in writing as soon as possible of a change in employment, assignment, or transfer.
9. The Association and the affected teacher(s) have the right to meet and confer with the Superintendent upon receiving a written reduction in force notification. A meeting with the Superintendent shall be requested in writing within five (5) school days of such notification. The Superintendent shall meet with the Association and/or affected teacher within ten (10) school days of receiving the written request.
10. Any teacher terminated because of reduction in force will have a letter placed in his/her personnel file stating that the teacher was not offered a new contract because of reduction in force.

B. RECALL PROCEDURE:

There will be one-year recall rights for teachers terminated due to reduction in force. The one-year period shall begin on the day following the last working day. The following procedure will be conducted to recall teachers terminated by reduction in force.

1. If the Board decides to fill a vacancy within an area in which teachers were terminated due to reduction in force said teachers will be offered the vacant position, which becomes open within (12) months of termination under reduction in force, in reverse order of lay off using the criteria of Article A, paragraph 1-2 above.
2. When it is determined that a teaching position is to be filled, notice will be sent by certified mail receipt requested to the teacher's last known address. Teachers are responsible for notifying the Superintendent in writing of their current address. If a teacher rejects the offer or fails to respond in writing within three (3) weeks from the date of such letter, the teacher shall be deemed to have refused the position offered and given up all rights under this Article.
3. Reinstatement shall not result in loss of credit for previous years of service.

The Teachers' Agreement for 2010-2011 and 2011-2012 will be amended to include the revised Article IX – REDUCTION IN TEACHING STAFF AND RECALL with the notation that the revised language becomes effective July 1, 2011.

ARTICLE X - EVALUATION

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 and per the following guidelines. (Reference Article VII for the definition of tenure.)

1. Individual teacher goals based on school district goals subject to annual review.

2. Observation of teacher taking into account the needs of the tenured and non-tenured teacher and the district.
3. Process for tenured teachers performing satisfactorily and tenured teachers not performing to satisfaction.
4. Opportunity for constructive discussion between teacher and building principal or designee regarding evaluation.
5. 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. An electronic copy of the Agreement shall be distributed to all teachers now employed or hereafter employed. Further, the Board shall furnish ten (10) paper 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

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, 2012 and shall continue to remain in full force and effect as binding on the parties until June 30, 2014.

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

By: _____
President

Date: _____

By: _____
Negotiations Chairperson

Date: _____

EPPING SCHOOL BOARD

By: _____
Chairperson

Date: _____

By: _____
Negotiations Chairperson

Date: _____