

THE EPPING SCHOOL BOARD
And
THE EPPING EDUCATION ASSOCIATION
AGREEMENT

2016-2017
2017-2018
2018-2019

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AGREEMENT made December 3, 2015 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, technology integrator, content specialist, and occupational therapist under written contract with the Epping School District. All recognized by collective negotiations will be hereafter referred to as employee. 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.

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.

The Board will not contract-out for nurse, media specialist, guidance counselor, or employee services, but reserves the right to contract out for service that is less than full time if unanticipated within the course of one school year.

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 employee 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. For grievances carrying over into the summer vacation period, working days are determined by the summer school schedule.

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 employee notifies the principal of an occurrence of an alleged violation of the agreement, the employee and principal shall meet in an attempt to resolve the matter before the formal grievance process. The grievance form identified in Article IV Section C5 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 employee within five (5) working 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 employee in writing within five (5) working days of the receipt of the written grievance. This step may be omitted by mutual agreement.

2. Level Two - Superintendent

The employee, no later than five (5) working 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) working days. The Superintendent shall communicate his/her decision in writing to the employee and the principal within ten (10) working days after the meeting with the aggrieved is conducted.

3. Level Three – School Board

The employee, no later than five (5) working 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) working days. The School Board shall communicate its decision in writing to the employee, the Superintendent and the Principal within ten (10) working 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) working 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) working 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) working 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 EMPLOYEES 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 an employee 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 2016-2017

Eliminate Steps 1, Step increase, MAX step increase \$1,300

For example, Step 1 in 15-16 will move to the new step 1 in 16-17.

STEP	B	B15	B30	M	M15	M30	M45
1	35,888	36,488	37,188	37,988	38,888	39,888	40,988
2 1	36,983	37,601	38,323	39,147	40,075	41,105	42,239
3 2	38,111	38,748	39,492	40,341	41,297	42,359	43,527
4 3	39,273	39,930	40,696	41,572	42,556	43,651	44,854
5 4	40,471	41,148	41,937	42,839	43,854	44,982	46,223
6 5	41,706	42,403	43,216	44,146	45,192	46,354	47,632
7 6	42,978	43,696	44,534	45,492	46,570	47,768	49,085
8 7	44,288	45,029	45,893	46,880	47,991	49,225	50,582
9 8	45,639	46,402	47,292	48,310	49,454	50,726	52,125
10 9	47,031	47,818	48,735	49,783	50,963	52,273	53,715
11 10	48,466	49,276	50,221	51,302	52,517	53,868	55,353
12 11	49,944	50,779	51,753	52,866	54,119	55,511	57,041
13 12	51,467	52,328	53,332	54,479	55,770	57,204	58,781
14 13	53,037	53,924	54,958	56,140	57,470	58,948	60,574
15 14	54,655	55,568	56,634	57,853	59,223	60,746	62,421
MAX	58,705	59,618	60,684	61,903	63,273	64,796	66,471

B. Salary Schedule 2017-2018

Step plus \$250 for Step 1-13, MAX plus \$700

For example, Step 1 in 16-17 moves to the new Step 1 in 17-18.

STEP	B	B15	B30	M	M15	M30	M45
1	35,888	36,488	37,188	37,988	38,888	39,888	40,988
2-1	36,983	37,601	38,323	39,147	40,075	41,105	42,239
3-2 1	38,361	38,998	39,742	40,591	41,547	42,609	43,777
4-3 2	39,523	40,180	40,946	41,822	42,806	43,901	45,104
5-4 3	40,721	41,398	42,187	43,089	44,104	45,232	46,473
6-5 4	41,956	42,653	43,466	44,396	45,442	46,604	47,882
7-6 5	43,228	43,946	44,784	45,742	46,820	48,018	49,335
8-7 6	44,538	45,279	46,143	47,130	48,241	49,475	50,832
9-8 7	45,889	46,652	47,542	48,560	49,704	50,976	52,375
10-9 8	47,281	48,068	48,985	50,033	51,213	52,523	53,965
11-10 9	48,716	49,526	50,471	51,552	52,767	54,118	55,603
12-11 10	50,194	51,029	52,003	53,116	54,369	55,761	57,291
13-12 11	51,717	52,578	53,582	54,729	56,020	57,454	59,031
14-13 12	53,287	54,174	55,208	56,390	57,720	59,198	60,824
15-14 13	54,905	55,818	56,884	58,103	59,473	60,996	62,671
MAX	59,405	60,318	61,384	62,603	63,973	65,496	67,171

C. Salary Schedule 2018-2019

Step plus \$250 for Step 1-13, MAX plus \$600

STEP	B	B15	B30	M	M15	M30	M45
1	38,611	39,248	39,992	40,841	41,797	42,859	44,027
2	39,773	40,430	41,196	42,072	43,056	44,151	45,354
3	40,971	41,648	42,437	43,339	44,354	45,482	46,723
4	42,206	42,903	43,716	44,646	45,692	46,854	48,132
5	43,478	44,196	45,034	45,992	47,070	48,268	49,585
6	44,788	45,529	46,393	47,380	48,491	49,725	51,082
7	46,139	46,902	47,792	48,810	49,954	51,226	52,625
8	47,531	48,318	49,235	50,283	51,463	52,773	54,215
9	48,966	49,776	50,721	51,802	53,017	54,368	55,853
10	50,444	51,279	52,253	53,366	54,619	56,011	57,541
11	51,967	52,828	53,832	54,979	56,270	57,704	59,281
12	53,537	54,424	55,458	56,640	57,970	59,448	61,074
13	55,155	56,068	57,134	58,353	59,723	61,246	62,921
MAX	60,005	60,918	61,984	63,203	64,573	66,096	67,771

D. SUPPLEMENTARY COMPENSATION

1. Additional Instructional Duty

High school employees 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. Employees with an additional instructional duty as defined herein will retain their planning time per contract. Every effort will be made to notify the employee 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 employee to teach the class.

2. Additional Training and Curriculum Work

Employees 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 employee 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 employee's payment to the Superintendent's office.

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

3. Co-Curricular Advisor, Coaching, and Professional Development Coordinator Stipends

Co-curricular advisor and coaching positions requiring 50 or more hours and school professional development coordinators receive a stipend based on the B1 Step rate. Each stipend recipient will receive a written contract for their advising, coaching, and/or professional development 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.

For each position, it will be the responsibility of the building administrator to maintain a job description. The job description is to be kept on file for future reference. Each stipend recipient will have the opportunity to provide input on the job description and participate in the 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.

2.20% Stipend

MS Track Assistant
MS/HS Art Club
HS Chess Club
HS French Club
HS Improv Club
HS Math Club
HS Science Club
HS Spanish Club
HS Writing Club
HS Youth & Government Club
MS Youth & Government Club

3.30% Stipend

HS Winter Track
HS Varsity Fall Spirit Assistant
HS Varsity Winter Spirit Assistant
MS Winter Spirit
HS Freshman Advisor
HS Sophomore Advisor
HS National Honor Society
MS National Honor Society
MS Fall Robotics
MS Spring Robotics
HS Student Leadership

4.40% Stipend

HS Varsity Track Assistant

6.00% Stipend

ES Staff Development Coordinator
MS/HS Staff Development Coordinator

6.60% Stipend

HS Cross Country
HS Varsity Fall Spirit
HS Varsity Winter Spirit
HS Junior Varsity Baseball
HS Junior Varsity Softball
HS Junior Varsity Soccer Boys
HS Junior Varsity Soccer Girls
HS Junior Varsity Volleyball
HS Senior Advisor
HS Student Government

7.70% Stipend

MS/HS Chorus
HS Yearbook

8.80% Stipend

HS Varsity Track
HS Junior Varsity Basketball Boys
HS Junior Varsity Basketball Girls
HS Junior Varsity Football
MS/HS Band

11.30% Stipend

MS Baseball
MS Softball
MS Soccer Boys
MS Soccer Girls
MS Volleyball
HS Junior Advisor
MS/HS Jazz Ensemble
MS Yearbook

5.50% Stipend

MS Basketball Boys
MS Basketball Girls
MS Track

HS Varsity Baseball
HS Varsity Softball
HS Varsity Soccer Boys
HS Varsity Soccer Girls
HS Varsity Volleyball

13.30% Stipend

HS Varsity Basketball Boys
HS Varsity Basketball Girls
HS Varsity Football

Stipends for new co-curricular advisor and coaching positions will be determined taking into consideration the time and responsibility of the position using other stipends as a guide.

4. Program Coordinators/Team Leaders

Team leaders with 4 or more employees assigned to their team will be compensated \$2,500 per school year. Teams with 2 to 3 employees 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 employees assigned to their department will be compensated \$2,500 and coordinators with 6 or more employees 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

Employees 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 employee per overnight field trip.

E. PLACEMENT ON SALARY SCHEDULE:

1. Experienced Employees 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 employee on an appropriate step. The Board reserves the right to place a employee at a higher or lower point on

the schedule than said employee's training and experience shall warrant, providing that no employee 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 employee 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 employee's salary be adjusted if documenting transcripts are not on file.

3. Credit for a full year of teaching

Employees 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.

F. SALARY PAYMENT PLAN:

Employees 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 employee contracts begin. Subsequent payments shall be every other Friday for 21 or 26 total payments. Employees opting for the 26 payment plan shall receive all remaining payments in June on the last pay day in June for employees.

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

G. LEAVES:

1. Sick Leave

a. Sick leave with full pay will be granted at the rate of thirteen (13) days per year and accumulative to one hundred sixty (160) days. Sick leave days are to be used by the employee for personal illness, health care provider appointments, and attending to the needs of family members as defined by the Family Medical Leave Act (FMLA) and domestic partners. Sick leave for other family members may be approved at the discretion of the Superintendent.

b. If abuse of sick leave is suspected, the principal or Superintendent shall so notify the employee in writing. The reasons for this notification shall be clearly stated and defined. Employee will be required to provide satisfactory medical proof of illness.

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

d. A stay healthy incentive of \$35.00 per day will be paid for each unused sick day over the 160 days accumulation limit to each employee 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 employee, the Superintendent's Office shall:
 1. Deduct one day from that employee'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 employees who are on a yearlong contract. Any employee 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 employees on a yearlong contract. For any contributing employee 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 employee 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 employees shall not be required to contribute another day at the beginning of the new school year. However, new employees 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 employees wishing to participate must contribute one day.

For any school year, each employee shall be entitled to no more than a 40-day draw on the sick leave bank per incident/illness, except probationary employees, 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 employee applications for Sick Leave Bank loans and shall notify the Superintendent's Office and the employee 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 employee. 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 employee 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 employee 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 for death of a spouse, child, stepchild, grandchild, child under guardianship, daughter-in-law, son-in-law, mother, stepmother, mother-in-law, father, stepfather, father-in-law, grandparent, sister, brother, legal household resident, or person who acted as a parent.

Bereavement leave shall be granted at the rate of one (1) day per year for death of sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or cousin. 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 employee for the purpose of childbearing and child rearing.

A employee 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 employee's request, to this leave of absence to provide continuity of instruction. In all cases, cooperative efforts will be made for a returning employee to return at a natural break in the school calendar (i.e. vacation, holiday or beginning of a marking term). The employee 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 employee to collect sick leave while on the leave of absence in accordance with Federal law.

A male employee 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 employee 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 employee shall notify the Superintendent at least thirty (30)

days prior to the date on which the child is physically turned over to the employee-parent except in cases of emergency.

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

6. Leaves of Absence

A leave of absence for full-time employees 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. For leaves of absence less than one year, benefits will be pro-rated.

The School Board may grant a continuance, at the employee's request, to this leave of absence to provide continuity of instruction. In all cases, cooperative efforts will be made for a returning employee to return at a natural break in the school calendar (i.e. vacation, holiday, or beginning of a marking term). The employee 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.

All benefits to which a employee was entitled at the start of his/her leave, including unused sick leave, shall be restored to said employee upon his/her return. Any employee 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 employee nominations and elections, employees 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.

7. Sabbatical Leave

Sabbatical leave may be granted to a limited number of employees 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 employee'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 employee must agree to remain in the Epping School District for at least two school years after the completion of the sabbatical. If the employee leaves the district before this two-year period, with the exception of disability or non-renewal of contract, the employee 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 employees who work less than full-time. Pro-ration will be equal to the percentage of time worked.

H. INSURANCE BENEFITS:

1. Health Insurance

The district shall pay 80% Blue Choice or 85% Matthew Thornton or 90% Lumenos 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.

Eligible employees have the choice of the above-listed health insurance plans and the employer will pay the above-stated portion of the premium, minus any penalties imposed on the District because the Employee receives an insurance subsidy (e.g. under the Patient Protection and Affordable Care Act).

In addition, the employee shall pay (starting January 1, 2018) the adjustment for the high cost plan. The adjustment for high cost plan shall equal 40% of the excess of the plan's cost over \$850 per month (\$10,200 per year) for single coverage or over \$2,291.66 per month (\$27,500 per year) for two-person or family coverage. The plan's cost for purposes of this adjustment equals the aggregate premium, plus any District and employee contributions to an FSA.

By March 1, 2017 the district will look to add a fourth insurance plan option that will not trigger the Cadillac Tax penalty provided that this option exists within the current insurance group. A fourth health insurance option will be offered to employees if either the Blue Choice or Anthem Blue or the Lumenos plans trigger the "Cadillac Tax" determined by the Patient Protection and Affordable Care Act.

This additional plan:

- May not trigger the "Cadillac Tax" penalty
- Will be mutually agreed upon by both parties by March 15, 2017. This plan will be implemented on July 1, 2017.
- Will require the District to pay a percentage of the premium not more than 95% and not less than 80%. This additional plan will require the Employee to pay a percentage of the premium not less than 5% and not more than 20%. The exact District and employee contributions to the premiums for this plan will be mutually agreed upon by both parties by March 15, 2017.

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 May 1 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 and/or to meet the rules and regulations of the Patient Protection and Affordable Care Act. Either party may open up negotiations for this purpose. Negotiations are limited to health insurance benefits and employee's compensation.

Health insurance will be issued the first of month following receipt of the properly completed application. Health insurance benefits will be in effect September through August. Starting in

September, the premium deductions shall be evenly distributed in the remaining pay periods through June.

The district will provide current and new employees with information prior to open enrollment or eligibility after hire and to the best of the district's knowledge of health insurance requirements and responsibilities of the teacher and the district. Employees 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. An employee 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 an employee elects not to be covered by the district plan, the district shall pay a stipend of \$3,000 if the employee would have been covered under a family plan, \$2,000 if the employee would have been covered under a two person plan, or \$1,000 if the employee would have been covered under a single membership.

The following guidelines will be in effect:

1. Employees working part-time are eligible for a prorated stipend on time worked.
2. The employee must notify the district if this option is elected by June 1st of the year prior, or at the time of hire.
3. Any eligible employee who does not take health insurance must provide proof that he/she has obtained alternative health insurance coverage that is not subsidized insurance under the Patient Protection and Affordable Care Act. The employee will receive a stipend as stated above minus any penalties imposed on the district if the employee receives subsidized insurance under the Patient Protection and Affordable Care Act.
4. Stipend payments shall be made at the end of the work year in June.
5. Prorated stipends shall be based on days/hours worked including paid leave days. An employee leaving prior to the end of the school year, or starting after the beginning of the school year, shall receive a prorated stipend.
6. If an employee participates in the district's health insurance program at any time during the school year, for any duration, the stipend is forfeited for that year.

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 employee's annual premium of a term life insurance policy equal to one year of said employee's current salary.

4. Pro-ration

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

I. 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 the School Principal and approved by the School Principal and 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 \$300 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 \$25,000.

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

Employees 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. An employee 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 employee 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.

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 employee must submit proof of grade and proof of payment to the Superintendent's office within 60 days of completion of the course(s). The employee must also agree to remain in the Epping School District for at least one school year after completion of such course(s). If the employee 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 employee will be responsible to pay back the district the cost of the course(s).

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

- a. Approval will be granted for up to 4 credits maximum per employee for the summer session subject to available funding.
- b. Approval will be granted for up to 4 credits maximum per employee 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 employees 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 employee must agree to remain in the Epping School District for at least one school year after completion of such course(s). If the employee 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 employee 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.

J. ACCUMULATED SICK LEAVE AND SERVICE RETIREMENT STIPENDS:

Payments of stipends will be made in June of the last school year of employment and is subject to the rules and regulations of the NH Retirement System when applicable.

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

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

The employee 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 employee does not submit the premium within thirty (30) days.

1. Accumulated Sick Leave Stipend

To be eligible for an accumulated sick leave stipend, a employee must officially retire from teaching or have at least twenty (20) consecutive years in the district as a employee. Employees under written contract with the Epping School District shall receive a stipend equal to two-thirds the current rate of substitute pay multiplied by the number of accumulated sick leave days at the end of the last year of employment. If an eligible employee dies while under contract, a cash award computed in the same manner will be granted to said employee's beneficiary as named on the group life insurance policy.

2. Service Retirement Stipend

To be eligible for a service retirement stipend, a employee must officially retire from teaching according to the rules and regulations of the NH Retirement System and complete at least fifteen (15) years of full-time employment as a employee in the Epping School District prior to retirement.

The School District shall pay a retirement stipend of \$10,000 to an eligible retiring employee during the last school year of employment. A maximum of four (4) eligible retiring employee(s) may receive this stipend in any given year. In the event that more retiring employees are eligible for this stipend in the same year than allowed per this agreement, the employee(s) with the longest consecutive employment by the School District as full-time employee(s) shall receive the stipend.

K. 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 186 work days in terms of this contract. Work days include student and non-student days. Non-student days may be used for professional development, conferences, and other as determined by the district. Included in the work days will be an employee preparation day, which may be two half-days, at the beginning of the contract year.

The parties agree to form elementary and middle/high school professional development committees in alignment with the district professional development master plan. Each committee will be comprised of up to three (3) employees, including the school staff development coordinator, and up to three (3) administrators, including the school principal. The purpose of each committee is to provide input on the effective scheduling and purpose of non-student days and school meetings.

By November 1st of each school year each school professional development committee will meet to discuss progress made on school and district goals and to provide input on school professional development needs. This information will be taken into consideration when developing next year's school district budget and calendar. By April 15th each school professional development committee will meet to provide more specific input based on the school year. This information will be taken into consideration when determining school professional development resources and schedules for the following school year. The school professional development committees will report their findings and recommendations to the district professional development committee which typically meets in the fall and spring.

It will be the responsibility of the Superintendent to resolve any discrepancies that may arise at the school level and to ultimately determine professional development initiatives and resources and the school district calendar. Decisions by the Superintendent in these matters shall be final and binding and not subject to the grievance procedure and/or arbitration.

L. 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.

Employees 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 employees beyond present practice, the Board will negotiate the cost impact of this action.

It is understood that employees may be required to stay beyond the normal workday for an open house, parent conferences and student assistance. Every effort will be made to have parent conferences take place within the workday, during a parent conference day, or during a parent conference evening. Employees may be required to attend faculty or district meetings that take place at the end of the workday. Such meetings will commence no later than fifteen (15) minutes after student dismissal and will be limited to two (2) per month.

2. Planning Time

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

M. EMPLOYEE RIGHTS:

The Epping School Board will recognize rights of citizenship and thus, the School Board shall not deny nor restrict any right due a employee under the laws of New Hampshire and the United States. Any employee 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 employee 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 employee's personnel file unless the employee has had an opportunity to review the material and be given a copy of such. The employee 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 employee 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 employee'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 employee's performance could result in termination of employment, or reduction in rank or compensation, the employee shall be notified of the deficiency in writing by the administration. The administration shall clearly state the deficiency, state the expected corrections and the employee shall be given a reasonable time to correct said deficiency. If a employee does not correct the specified deficiency within the specified time it will be considered just cause for administrative action.

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

C. No employee 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 - Employees 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 employees due to enrollment fluctuations, state recommendations or mandates, or other reasons, the principal(s) shall discuss this matter with the employee(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 employees 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 employee 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 Employees Grades K-12
 - b. Unified Arts Employees K-12 (art, music, media specialist, physical education, health, family consumer science, technical, technology, and other designated unified arts employees)
 - c. Specialist Employees Grades PK-12 (guidance counselor, nurse, speech & language therapist, occupational therapist, and content specialists)
 - d. Special Education Employees 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 employee'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 employee 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 employee 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 employee and employees presently within this area will be reviewed using the criteria of Article A, paragraph 2 above to determine which employee will be terminated under reduction in force.
6. In the event that the reduction in force requires transfer or reassignment, employees 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 employees he/she intends to terminate.
8. Employee(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 employee(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 employee within ten (10) school days of receiving the written request.

10. Any employee terminated because of reduction in force will have a letter placed in his/her personnel file stating that the employee was not offered a new contract because of reduction in force.

B. RECALL PROCEDURE:

There will be one-year recall rights for employees 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 employees terminated by reduction in force.

1. If the Board decides to fill a vacancy within an area in which employees were terminated due to reduction in force said employees 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 employee's last known address. Employees are responsible for notifying the Superintendent in writing of their current address. If a employee rejects the offer or fails to respond in writing within three (3) weeks from the date of such letter, the employee 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.

ARTICLE X - EVALUATION

The purpose of employee evaluation in the district is to improve the quality of teaching and learning for students and employees. Inherent in this process is the challenge for both students and employees 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 employees 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 employee goals based on school district goals subject to annual review.
2. Observation of employee taking into account the needs of the tenured and non-tenured employee and the district.
3. Process for tenured employees performing satisfactorily and tenured employees not performing to satisfaction.
4. Opportunity for constructive discussion between employee 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 employee's file. If the employee 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 employees 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 sixty (60) 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, 2016 and shall continue to remain in full force and effect as binding on the parties until June 30, 2019.

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: Susan McGeough
President

Date: 12-2-15

By: Shirley R. Moran
Negotiations Chairperson

Date: 12/2/15

EPPING SCHOOL BOARD

By: [Signature]
Chairperson

Date: 12/3/15

By: [Signature]
Negotiations Chairperson

Date: 12/2/15