

**THE EPPING SCHOOL BOARD  
AND  
THE EPPING EDUCATION ASSOCIATION  
AGREEMENT**

2023-2024  
2024-2025

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## Preamble

The Parties are committed to improving the culture and climate of our Schools and community. Students and staff perform best when they are in environments where they are safe, supported, challenged and engaged. School environments need to foster the social and emotional, and academic success of all students. The Parties are committed to developing positive relationships to raise student achievement and educator satisfaction. It is our goal to lower turnover in our Schools and retain highly qualified educators. This goal requires the support of students, parents, staff, administration, school board and the community. We all impact the culture and climate of our schools and the reputation of Epping.

## 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.

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 their 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.

## Article II: Rights of the Parties

### A. Contracting Out:

1. The Board Reserves the Right to contact outside of this agreement for Speech/ Language, Occupational Services, or Special Education nursing services as needed, when qualified candidates are not available.
2. The Board will not contract-out for nurse, media specialist, guidance counselor, or teacher services but reserves the right to contract out for service that is less than full time, if there becomes an unanticipated need for part time services in these classifications within the course of one (1) school year.

3. The position(s) will be, and remain, posted until a qualified candidate is hired or the corresponding position is eliminated. The goal of both parties is to have positions in this bargaining unit filled with permanent, qualified employees as soon as possible.

**B. Board Communication/Consultation with Employees:**

1. 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.
2. 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 their own behalf on matters related to their employment by the Board.
3. The parties agree that #2 above shall not be construed as intent by the Board to direct deal with any member of this bargaining unit regarding any contractual matter and/or mandatory subject of bargaining.

**C. Association Representation:**

1. The Association agrees to represent all certified instructional personnel in the Epping School District designated above without discrimination.
2. The Association recognizes its obligation to represent members and non-members of this bargaining unit in compliance with labor law.

**D. Bargaining Unit Information:**

1. The Parties recognize that the Association may have need to request data from the District throughout the course of any given school year to fulfill its obligation to the bargaining unit. The District will endeavor to provide the information requested within a reasonable timeframe.
2. While the information requests in any given year may vary to meet the needs of the unit, some of the information needed is predictable.

In an effort to provide as much advance notice as possible, for expected informational requests, the parties agree that the following information will be provided to the President of the Association EXCEL format for each bargaining unit member bi-annually: (on or before October 15<sup>th</sup> and again on or before January 15<sup>th</sup> of each year):

- a. Employee name, date of hire, position, work location, classification, salary schedule step, full or part time status, number of annually paid hours, wage rate, stipends, and work e-mail address.
  - b. During negotiation years the information provided shall include information pertaining to individual bargaining unit employees elected insurance plans (e.g. Single, Two Person, Family), the total cost of each plan and the total amount each employee is responsible for month and annually for the plan they elected.
3. The Association agrees that the District will be held harmless for providing the information outlined above.

### Article III: Negotiations Procedure

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

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

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

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

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

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

## Article IV: 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, Resolutions of Disputes.

## Article V: Grievance Procedure

Any employee who is in the bargaining unit and is not a member of the Association but wishes to have the Association represent him/her in grievance, shall assume full financial responsibilities as to the actual costs of processing the grievance. Collection of such fees shall be done in advance of the service being provided and shall be the sole responsibility of the Association to bill and collect.

### 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 by the employee within 15 working days of its occurrence, per Section D Initiations and Processing.
2. An aggrieved person (grievant) is the person or persons making the complaint. The grievant can also be the Association on behalf of an individual with grievant signed documentation.
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 understood to be M-F and does not include holidays or weekends.

### 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 their 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.

D. Initiations and Processing:

Any grievance filed in relation to an action and/or decision of the Superintendent and/or School Board may be filed directly to Level Two of the grievance process.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

Failure by the grievant 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 grievant notifies the principal of an occurrence of an alleged violation of the agreement, the grievant and principal shall meet in an attempt to resolve the matter before the formal grievance process.
- b. Formal - If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within eight (8) working days of the initial informal meeting, and the grievant wants to file a grievance, they shall set forth the grievance in writing to the principal. The formal grievance notice shall be signed by the grievant and shall specify:



- (1) The nature of the grievance and the date it occurred;
- (2) The specific provision(s) 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) Their dissatisfaction with decisions previously rendered;
- (6) The remedy sought.

In order to be recognized as an official grievance, the grievance filing must be in writing, must include the information identified in #1-6 above and must be provided to the principal in hand or electronically, within the timeframe set forth within the "formal" section of this Article.

Upon receiving the formal grievance, the principal shall schedule to meet with the grievant and the Association (if representation has been elected) to have the formal grievance presented.

The principal shall communicate their decision to the grievant, and if represented the Association representative as well, in writing within eight (8) working days of the receipt of the written grievance. This step may be omitted by mutual agreement, which shall be memorialized in writing and can be done electronically via email.

## 2. Level Two – Superintendent

The grievant, no later than eight (8) 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 grievant to attempt to resolve the matter as quickly as possible, but within a period not to exceed eight (8) working days. The Superintendent shall communicate their decision in writing to the grievant, the Association representative if applicable, and the principal within ten (10) working days after the meeting with the grievant is conducted.

### 3. Level Three – School Board

The grievant, no later than eight (8) 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 grievant 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 grievant, the Superintendent, the Association Representative if applicable, and the Principal within ten (10) working days after the meeting with the grievant is conducted.

### 4. Level Four – Arbitration

If the decision of the School Board does not resolve the grievance to the satisfaction of the grievant, and they wish a review by a third party, they shall so notify the Association within eight (8) working days of receipt of the School Board's decision and shall provide the Association with a copy of all Grievance decisions issued at each level of the process, including the Board decision, if the Association has not been involved.

After review of the grievance, 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. The Parties shall have five (5) working days from the day the Board is notified that the matter is moving to arbitration to attempt to reach mutual agreement on an arbitrator, before expending resources and utilizing a service to select an arbitrator.
2. If the parties are unable to reach mutual agreement on an arbitrator, then a request shall be made to the Labor Relations Connection or the Federal Mediation and Conciliation Service to submit a roster of persons qualified to function as arbitrators in the dispute in question.
3. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the Labor Relation Connection or the Federal Mediation and Conciliation Service to submit a second roster of names.

4. 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 Labor Relations Connection or the Federal Mediation and Conciliation Service may be requested by either party to designate an arbitrator.
5. The arbitrator shall be limited to the issues submitted to them and shall consider nothing else. The Arbitrator 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.
6. The Arbitrator shall render their final decision in writing to the parties within thirty (30) calendar days from the close of the hearing, if oral closings are done on the day of hearing or thirty (30) calendar days from the submission date for final briefs. The submission date for briefs by the parties shall be scheduled at the close of the arbitration hearing.

#### F. Rights of Employees to Representation

1. A grievant may be represented at all stages of the grievance procedure by themselves, or at their option, by the Association or by a representative selected and approved by the Association.
2. At least twenty-four hours prior to a meeting for the grievance procedure all parties shall be notified of the scheduled attendees.
3. When a grievant 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 parties agree that if the issue being discussed with the grievant impacts the bargaining unit, the CBA and/or any subject of bargaining, that the administrator shall notify the Association President electronically regarding the grievance and request a meeting to discuss, prior to any final decision being made on the grievance.
4. 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.
5. 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 VI: Professional Compensation and Fringe Benefits

### A. Salary Schedule 2023-2024

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	(M+45)
Step 1	\$41,659	\$42,341	\$43,135	\$44,043.46	\$45,064	\$46,199	\$47,447
Step 2	\$42,902	\$43,604	\$44,422	\$45,357.34	\$46,410	\$47,580	\$48,867
Step 3	\$44,182	\$44,905	\$45,748	\$46,712.70	\$47,797	\$49,002	\$50,328
Step 4	\$45,501	\$46,246	\$47,115	\$48,108.50	\$49,226	\$50,469	\$51,834
Step 5	\$46,860	\$47,628	\$48,524	\$49,547.86	\$50,700	\$51,980	\$53,387
Step 6	\$48,261	\$49,052	\$49,975	\$51,030.77	\$52,217	\$53,536	\$54,987
Step 7	\$49,704	\$50,521	\$51,471	\$52,558.27	\$53,782	\$55,140	\$56,636
Step 8	\$51,193	\$52,033	\$53,012	\$54,133.47	\$55,393	\$56,794	\$58,334
Step 9	\$52,725	\$53,591	\$54,601	\$55,755.34	\$57,055	\$58,498	\$60,085
Step 10	\$54,305	\$55,197	\$56,239	\$57,428.02	\$58,767	\$60,254	\$61,889
Step 11	\$55,933	\$56,852	\$57,925	\$59,150.48	\$60,530	\$62,062	\$63,749
Step 12	\$57,611	\$58,557	\$59,663	\$60,926.86	\$62,348	\$63,927	\$65,664
Step 13	\$59,327	\$60,302	\$61,440	\$62,742.65	\$64,206	\$65,832	\$67,622
Step 14	\$65,030	\$65,961	\$67,049	\$68,292.06	\$69,689	\$71,243	\$72,951

Steps 1-13 increase 3.7% and step 14 increase 2% from the 2021-2022 base scale and is shown in the table above. Eligible employees take one (1) step in August of 2023 and one (1) additional step in January of 2024. (To receive a 2<sup>nd</sup> step in January, an employee must have a hire date prior to January 2022.) Those employees already on Step 14 in year one (1) of this contract will receive one stipend in the amount of \$1250\*.

## B. Salary Schedule 2024-2025

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	(M+45)
Step 1	\$43,159	\$43,865	\$44,688	\$45,629.03	\$46,686	\$47,863	\$49,155
Step 2	\$44,446	\$45,174	\$46,021	\$46,990.21	\$48,081	\$49,293	\$50,626
Step 3	\$45,773	\$46,522	\$47,395	\$48,394.36	\$49,518	\$50,766	\$52,139
Step 4	\$47,140	\$47,911	\$48,811	\$49,840.41	\$50,999	\$52,286	\$53,700
Step 5	\$48,547	\$49,343	\$50,271	\$51,331.58	\$52,525	\$53,851	\$55,309
Step 6	\$49,998	\$50,818	\$51,774	\$52,867.88	\$54,097	\$55,463	\$56,966
Step 7	\$51,494	\$52,339	\$53,324	\$54,450.37	\$55,718	\$57,125	\$58,675
Step 8	\$53,035	\$53,906	\$54,921	\$56,082.28	\$57,388	\$58,839	\$60,434
Step 9	\$54,623	\$55,520	\$56,567	\$57,762.53	\$59,109	\$60,604	\$62,248
Step 10	\$56,260	\$57,185	\$58,263	\$59,495.43	\$60,882	\$62,423	\$64,117
Step 11	\$57,946	\$58,899	\$60,010	\$61,279.90	\$62,709	\$64,297	\$66,043
Step 12	\$59,685	\$60,665	\$61,811	\$63,120.23	\$64,592	\$66,228	\$68,028
Step 13	\$61,463	\$62,472	\$63,652	\$65,001.38	\$66,517	\$68,202	\$70,056
Step 14	\$66,656	\$67,610	\$68,725	\$69,999.36	\$71,432	\$73,024	\$74,775

Steps 1-13 increase 3.6% and step 14 increase 2.5% from the 2023-2024 scale and is shown in the table above. Eligible employees will take one (1) step in August of 2024. Those employees already on Step 14 in year two (2) of this contract will receive one stipend in the amount of \$1250\*.

\*In each contract year, the total stipend amount will be divided equally in 21/26 pay periods, depending on the number of pays elected by the employee.

## C. Supplementary Compensation

### 1. Additional Instructional Duty

Middle High School employees who teach a sixth class or have an additional instructional duty as defined by the middle high school schedule, will be compensated an additional \$5,000 per school year. This stipend shall be prorated if the additional instructional duty is less than the entire school year.

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

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. In the event the employee is not notified by July 1, they will be compensated an additional \$500 for the purpose of expedited planning and preparation.

## 2. Additional Training, Committee, and Curriculum Work

Employees who work additional hours outside the regular school day, as defined in this agreement, for the purpose of training, committees (e.g. curriculum, literacy, Competency Implementation Team) and/or curriculum development with prior approval from the school administration will be compensated at the rate of \$35 per hour for 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/committee/curriculum work 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 paper work is received in the Superintendent's office.

## 3. Stipends for Extra-curricular/Co-curricular Advisors, Teacher Mentors, Coordinators, and Team Leaders

### a. Stipend Guidelines:

- (1) All non-athletic stipend positions must be assigned to bargaining unit members. In the event that a non-athletic stipend position remains unfilled and is considered critical, Building Administration shall reserve the right to fill that role with the most qualified applicant.
- (2) All non-athletic stipend positions that existed during the 2022-2023 school year will be continued through the 2023-2024 school year at least at the same rate as they were compensated for the 2022-2023 school year. Any adjustments to existing stipends will only occur through the Stipend Committee during the term of this agreement. However, it is agreed that any additions or revisions to stipend positions through this committee shall be done within the limits of the current operating budget.
- (3) Each stipend recipient will receive a written contract for their stipend position on or before June 1 or, in the event of a vacancy, at the time of hire. All vacant stipend positions shall be posted at least thirty (30) days prior to the last day of school and shall remain posted for a minimum of two weeks. If a position should become vacant during the course of the school year, it shall also be posted for a minimum of two weeks. Any stipend positions that remain vacant at the start of the school year shall be reposted by September 1.
- (4) Stipends shall be paid as individually elected by the employee on the stipend form (e.g. biweekly, December/June, one-time payment after completion of work). It is the responsibility of the building Principal to file the necessary paperwork with the Superintendent's office for the timely payment of each stipend. Stipend forms shall be completed at the time the stipend contract is issued.

- (5) Performance evaluations for all stipend positions will be conducted on a yearly basis by the Building Principal and/or District Office Administration prior to May 1.

b. Stipend Committee

The parties shall establish a Stipend Committee composed of the Business Administrator, Superintendent, Athletic Director, and three (3) Association representatives appointed by the Association President with the following guidelines:

- (1) Beginning at the start of the 2023-2024 school year, the Stipend Committee will convene and set a meeting schedule for the school year. Minutes shall be maintained for these meetings.

The purpose of the Stipend Committee shall be to:

- a. - Examine the current structure for all stipend positions and recommend revisions to job descriptions and/or base pay as necessary to ensure equity between and among the positions and categories.
  - b. - Determine a structure and process for requesting new stipend positions or revisions to job descriptions and/or base pay. This shall include a review and revision, if needed, of the "New Activity Request Form" and associated approval process established in 2019.
  - c. - Examine and respond to requests for new and/or re-activated extra-curricular or co-curricular positions.
  - d. - Review inactive stipend positions and in the event any stipend position is inactive for two (2) years, determine that the stipend for the position may be eliminated. The money previously allocated for such position(s) shall remain as a budgeted amount and may be reallocated for other activities for students.
- (2) Recommendations of the Stipend Committee shall be put in writing and provided to the Board and the Association no later than July 2024. These recommendations will be made available for consideration by the next collective bargaining negotiation teams.
  - (3) The parties have agreed that it is their intent to revisit non-athletic and athletic coaching stipend positions and related compensation for reintroduction into the contract during the 2025 contract negotiation cycle.

#### 4. 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 \$150 per night. Overnight pay will not exceed \$450 per teacher per overnight field trip.

#### 5. Recognition of Service to the District

In recognition of service to the Epping School District, staff members will receive the following stipends annually, at the completion of each qualifying year noted below in the district:

Years 15-21 \$500

Years 22-25 \$600

Years 26-29 \$700

Years 30-33 \$900

Years 34+ \$1000

\*These stipends are considered part of an employee's regular salary.

#### 6. Evaluation and Compensation Exploratory Committee

A committee consisting of five (5) members selected by the EEA and five (5) members selected by the Board will conduct a study to explore methods of compensation for teachers, to include performance-based plans and additional compensation. Association members serving on the committee shall be paid the hourly rate agreed to for all Additional Training, Committee, and Curriculum Work. All committee members shall have an equal voice at the table and will mutually agree to ground rules for the process before starting. These recommendations are non-binding and will be forwarded to both negotiations teams for their consideration prior to the next negotiations cycle. The parties recognize that wages and other compensation are a mandatory subject of bargaining which must be negotiated between the parties.



#### D. 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. Evaluation of new employees shall take into consideration prior years of professional experience as a teacher before entering the district, as well as any experience working directly with children in an educational setting prior to becoming a teacher (e.g. Paraprofessionals/Paraeducators, long term substitutes, tutors). This shall serve as the basis for placing an incoming employee on an appropriate step. The Board reserves the right to place an 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.

Newly hired employees with no relevant experience shall be placed at Step 1 of the salary schedule in accordance with their degree status.

##### 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 1<sup>st</sup> of the school year and have notified the Superintendent's Office by November 15<sup>th</sup> of the preceding school year. Actual salary adjustment will not take place until transcripts are filed in the SAU office. Under no circumstances shall an 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.

#### E. Salary Payment Plan

Employees may elect to receive their salaries in either twenty-six (26) or twenty-one (21) bi-weekly installments. Teachers being paid by the twenty-six (26) installment method may choose either:

- a. A final payment consisting of the equivalent of five (5) bi-weekly payments in a lump sum payment in June of the school year.
- b. Twenty-six (26) bi-weekly payments over the fifty-two (52) week year.

The first payment in either case shall be no later than the second Friday after employee contracts begin.

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 twenty-one (21) 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.

## F. Leaves

### 1. Sick Leave

- a. Sick leave days 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 will be front loaded to employees at the start of each school year.

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 an 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 \$45.00 per day will be paid for each unused sick day over the 160 days accumulation limit to each employee based on their 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 establish a Sick Leave Bank to cover employees of this bargaining unit in the event of a catastrophic injury/long-term illness and/or short-term disability need.

- b. The Sick Leave Bank shall be administered and managed by a Sick Leave Bank Committee composed of a maximum of five (5) voting members. Up to four (4) voting members may be appointed by the Association President and one (1) voting member shall be the Business Administrator or designee.
- c. Rules for membership and participation in the Sick Leave Bank shall be established by the Sick Leave Bank Committee and shall be supplied to the Board. Any rules established by the Sick Leave Bank Committee shall include the following:
  - (1) In order to be eligible to draw from the Sick Leave Bank at any time, an employee must have committed to donate one (1) sick day to the bank at the start of the school year in which the employee has the need to make the request. Donated Sick days shall be deducted from an employee's sick leave entitlement. An employee shall provide supporting documentation from a physician to accompany such requests upon request.
  - (2) The Sick Leave Bank shall begin at the start of the 2023-2024 school year with a balance of 200 days and shall persist annually on a rolling basis up to a maximum of 200 days.
  - (3) The exception to the rule cited in "c (2)" above shall be in the case of "new hires" in any school year. The parties agree that if a "new hire" wishes to be part of the Sick Leave Bank in any school year, then they shall be required to donate one (1) day to the Sick Leave Bank, even if the addition of the new employee sick day donation causes the Sick Leave Bank to exceed two hundred (200) days. In such cases where "new hires" cause a surplus over two hundred (200) days, the surplus will carry over until such time that the surplus has been used by member requests.
  - (4) If the Sick Leave Bank drops beneath ninety-six (96) days in any given year, all members who have committed to participate in the Sick Leave Bank will donate at minimum one (1) sick day to the Sick Leave Bank at that time. The Sick Leave Bank Committee shall make the District aware of any time this becomes necessary and of the number of days granted by employees who have donated days. It is understood that the total donations cannot cause the Sick Leave Bank to exceed two hundred (200) sick days.
  - (5) Should the Sick Leave Bank drop below 96 days a second time in any given year the Association can ask members if they wish to volunteer days to the Sick Leave Bank to continue funding the Sick Leave Bank for the year, but an additional donation cannot be required until the next school year.

- d. The Sick Leave Bank Committee shall notify the District by October 15<sup>th</sup> of each year with a list of eligible members to participate in Sick Leave Bank use and replenishment. Employees hired after October 15<sup>th</sup> who wish to be eligible for the Sick Leave Bank shall have thirty (30) calendar days from the date of hire to make their donation. In such cases, the Sick Leave Bank Committee shall notify the District as soon as any newly hired employee donates to the Sick Leave Bank.
- e. The Sick Leave Bank Committee will make the final determination on all Sick Leave Bank requests received by bargaining unit members who are eligible for Sick Leave Bank leave. Final determination on such requests shall include a final decision on the number of days granted to any employee who has made a request. These determinations will be documented and made available to Payroll at the time awarded by the Sick Leave Bank Committee.
- f. Individuals may not elect to receive sick leave benefits in lieu of disability benefits. Eligibility for Sick Leave Bank benefits shall terminate when an individual is eligible for disability benefits.
- g. No employee shall, under any circumstances, be entitled to Sick Leave Bank benefits until said employee has exhausted all accrued sick leave available to that employee.
- h. No employee shall, under any circumstances, be entitled to receive sick leave and disability benefits at the same time.
- i. No employee shall be entitled to more than a ten (10) day draw at a time per request. The Sick Leave Bank Committee reserves the right to request documentation to support each Sick Leave Bank request. Exceptions to the maximum number of days and necessary documentation per request may be granted, if the Sick Leave Bank Committee deems the circumstances warrant an exception.
- j. Unused Sick Leave Bank days shall remain in the bank and roll over into the next school year.
- k. Decisions of the Sick Leave Bank committee are not grievable.

### 3. Personal Leave

Personal leave will be granted at the rate of three (3) days per year. Unused personal leave days may be rolled over each school year and accumulate up to a maximum of four (4) days per year. Personal leave is defined as leave for personal, family, religious, legal, or other business that cannot be conducted outside of the work day. Additional days under this section with or without pay, shall be granted at the discretion of the Superintendent. Additional days granted shall exclude such things as social affairs, pleasure trips and recreation. 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, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, cousin, legal household resident, or person who acted as a parent. Additional days or exceptions to this definition may be granted at the discretion of the Superintendent.

### 5. Parental Leave

A leave of absence without pay and other fringe benefits shall be granted to an employee for the purpose of parental leave. Employees approved for such leave shall be eligible to use any available time they have accrued. (This leave is inclusive of any time provided via FMLA)

An employee who is pregnant shall be entitled to a leave of absence of up to one school year beginning any time after the commencement of their 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 an employee to collect sick leave while on the leave of absence in accordance with Federal law.

A partner employee shall be entitled, upon request, to a leave of absence of up to one school year immediately following the birth of their child.

Additionally, a private location with a lockable door and chair (not a bathroom) will be provided for nursing parents to pump breastmilk for their child.

Adoptive leave of absence, upon request, shall be granted for up to one school year 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 an 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 an employee was entitled at the start of their leave, including unused sick leave, shall be restored to said employee upon their return. Any employee granted a leave of absence shall be assigned within the scope of their 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 their 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.

## G. Insurance Benefits

### 1. Health Insurance

The district shall pay 80% Blue Choice or 85% Matthew Thornton, 90% Lumenos or 95% Site of Service for a single, two-person, or family plan membership. Staff members with Blue Choice will be grandfathered into this program with no new additions to this program. 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, 2022) 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 (\$1 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.

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 subject to insurer's permission.
- (2) The employee must notify the district if this option is elected by June 1 of the year prior, or at the time of hire.
- (3) Any eligible employee who does not take health insurance must provide proof of alternative insurance, for the employee and others for whom the employee expects to claim a personal tax exemption deduction, from another source that provides minimum essential coverage (other than in the individual market). 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, subject to insurer's permission. 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 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 the professional fees and/or transportation not to exceed an annual school year limit of \$500 per teacher. The total amount will not exceed the budget 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 thirty (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<sup>th</sup> 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<sup>st</sup>. A new request must be made for this disbursement. All requests must be submitted to the Superintendent's Office by May 15<sup>th</sup>. 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 sixty (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 3.0 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 ensure equitable accessibility to all employees, the following procedure also applies:

- (1) Approval will be granted for up to four (4) credits maximum per employee for the summer session subject to available funding.
- (2) Approval will be granted for up to four (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.
- (3) After January 8<sup>th</sup> additional reimbursement requests will be considered. On January 8<sup>th</sup> 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 8<sup>th</sup> will be handled on a

first come-first approval basis. All of these requests are subject to available funding.

- (4) All courses regardless of educational institution are subject to this procedure. This includes courses offered by the Epping School District.

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. 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 their 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. 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, an employee must officially retire from teaching or have at least twenty (20) consecutive years in the district as an 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, an 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 an 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 provided that the teacher provides a written "intent to retire" letter to the School Board by September 15<sup>th</sup> of the current school year for their retirement at the end of the current school year. This will be paid in the first payroll in July following the school year of retirement.

#### 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 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.

#### 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.

Employees will be required to be on site a minimum of 7 hours and 15 minutes, which includes a student day of 7 hours. In addition to this standard workday, an employee can be expected to remain on site after students depart for an additional thirty (30) minutes each week, for the purposes of student assistance and parent communication. It is understood and agreed that this additional thirty (30) minutes one (1) time a week cannot be counted as planning time.

Deviation from the workday outlined above will only occur with the mutual agreement of both the teacher and District.

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/student conferences and/or student assistance. Every effort will be made to have parent/student conferences take place within the workday, during a parent/student conference day, or during a parent/student 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.

## 3. Lunch Time

All professional employees shall receive a duty-free uninterrupted lunch period no less than 30 minutes every day. In any instance where unforeseen circumstances occur and an employee is unable to be provided a duty-free uninterrupted lunch period of no less than 30 minutes, the employee and the Supervisor will work to identify another period of time, within five (5) working days of when any such missed time was missed, where the time missed will be restored to the employee.

## L. Employee Rights

The Epping School Board will recognize rights of citizenship and thus, the School Board shall not deny nor restrict any right due an 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 VII: Personnel Files

An employee shall have the right to review the contents of their personnel file with supervision and to receive copies of any documents contained therein.

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 they had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. An employee shall have the right to submit a written answer to such material and their answer shall be attached to all copies.

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

## Article VIII: Discipline

- A. 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:
  - 1. Before July 1, 2011 — Tenure was attained after receiving a continuing contract from the District after completing either:
    - a. Three or more consecutive years of teaching in the District, or
    - b. Two or more consecutive years of teaching in the District and three or more consecutive years in another New Hampshire school district.
  - 2. After July 1, 2011 - Employees will attain tenure upon receiving a continuing contract from the District after completing either:
    - a. Five or more consecutive years of teaching in the District, or
    - b. Three or more consecutive years of teaching in the District and five or more consecutive years in another New Hampshire school district.
- B. An employee will be entitled to have present a representative of their choosing when they are ~~is~~ being disciplined or discharged.
- C. Discipline shall be progress in nature and generally follow these steps unless the nature of the offense warrants an elevated response:
  - 1. Verbal reprimand
  - 2. Written warning
  - 3. Written reprimand
  - 4. Suspension with pay
  - 5. Suspension without pay
  - 6. Termination
- D. Notwithstanding the language set forth above, just cause shall not be required for dismissal of an employee during the probationary period.

## Article IX: Employee Expectations and In District Training

The parties agree that the Board and/or the District is responsible for determining the District's mission, policies, curriculum and professional standards.

Employees in this unit are expected to follow the Board policy as well as District and state code of conduct rules and expectations. This includes complying with appropriate educational courses, curriculum and methods of instruction that have been established within the District.

The District shall ensure that all new hires receive onboarding tools and training required to understand their job expectations and School Board policies. The District shall also provide notification to all returning employees and the President of the Association regarding any new or recently updated expectations and Board policies. The Administration will work collaboratively with the Association to identify and develop additional training as needed.

This is especially critical when it comes to any state code of conduct rules, expectations, or new legislation that apply to their work. (e.g. Code of Conduct, HB2)

Any training that is needed for employees in this unit related to new updates or changes shall be provided by the District during professional development days.

## Article X: 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 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 XI: Reductions 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 and job performance will be considered for reduction in teaching staff within the area of reduction. If certification, 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 an 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 an 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 an employee who is laid off from their current assignment under paragraphs 1-4 and holds certification 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 their 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 an 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 XII: 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 VIII for the definition of tenure.)

- A. Individual employee goals will align with the current evaluation model and professional development master plan. Employee goals shall be subject to annual review.
- B. Observation of employee taking into account the needs of the tenured and non-tenured employee and the district.
- C. Process for tenured employees performing satisfactorily and tenured employees not performing to satisfaction.
- D. Opportunity for constructive discussion between employee and building principal or designee regarding evaluation.
- E. Synergy between the evaluation process, the district's master plan for professional development, and the state's certification process.

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

In the event that in the opinion of the school administration a deficiency in an 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 an employee does not correct the specified deficiency within the specified time, it will be considered just cause for administrative action.

### Article XIII: 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 XIV: 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 by July 1, 2023.

### Article XV: 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 they are 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 they wish to accept a position elsewhere, the District will make a good faith effort to secure a replacement deemed qualified by the District as soon as possible.

However, said employee under contract to the District shall not be released from their contractual obligations to the District until such time as a replacement deemed to be qualified by the District is hired, a long-term substitute is placed, or until sixty (60)

calendar days have elapsed from the date which the contracted employee requested that they be released from their contractual obligations, whichever comes first.

If a contracted employee fails to conform to these requirements, said person understands that the District may pursue a civil suit against the employee for breach of contract and may seek to be compensated for monies owed by the employee for the period of time between the employee's departure and when a qualified replacement and/or long-term substitute is found. However, in no case will the damages requested by the District exceed the value of the standard substitute rate times the number of employee contracted work days during the sixty (60) day waiting period that the employee should have afforded the district.

In addition, the employee understands that the District may also request that the employee bear costs associated with legal fees and court costs, which the Board may incur in enforcing this provision. However, if ordered by the judge, the imposition of fees (inclusive of attorney's fees) may not exceed \$800, in addition to the cost of the employees' remaining contract days, charged at the substitute rate.

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

Employees who resign from the district during the months of June 1<sup>st</sup> and July 7<sup>th</sup> shall not be subject to this article for any of the penalties contained herein.

## Article XVI: 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 XVII: 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 unless mutually agreed to between the parties. The exception to this rule shall be as it relates to changes to working conditions. 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 XVIII: Association Dues Deductions

- A. The District agrees to deduct from the salaries of its employees, Association dues for the Epping Education Association and to transmit the monies promptly to the Association.
- B. Employees who elect to have dues deducted may authorize these deductions by completing the appropriate form on or before September 15<sup>th</sup>, or within two (2) weeks from the date of hire. A copy of which will be provided to the payroll department. The District shall deduct equal amounts for each pay period beginning the first pay period in October. The District shall place all forms received on file.
- C. Once an employee authorized deductions for Association membership, said deductions shall continue to occur annually automatically, unless the employee notifies the Association and District that they wish to cease dues deductions. In such cases, the employee shall provide the request to end their deductions in writing to the Association and District simultaneously
- D. The Association agrees to certify to the District, in writing, the current rate of its Association membership dues by September 15<sup>th</sup>. The Association will provide the District with a copy of all new dues authorizations forms by September 15<sup>th</sup>. However, the parties acknowledge that if new members join throughout the year, the employee shall have the same opportunity to join the Association and engage in dues deductions through payroll as is afforded other employees in this unit.
- E. The District will provide the Association treasurer with an electronic report (e.g. comma separated values file, Excel, text file, etc.) of all dues deductions taken for each employee, each pay period. The District Business Administrator or designee and the Association will work collaboratively to identify an acceptable format for the report.
- F. 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 XIX: Duration of Agreement

The provisions of this agreement will be effective as of the first day of July, 2023 and shall continue to remain in full force and effect as binding on the parties until June 30, 2025.

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: \_\_\_\_\_

## Appendix