

VMA

**EPSOM SCHOOL DISTRICT**

**MASTER AGREEMENT**

between the

*EPSOM SCHOOL BOARD*

and the

*EPSOM TEACHERS' ASSOCIATION*

**2007-08**

**2008-09**

**2009/10**

**2010/11**

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## **PREFACE**

This agreement is made and entered into this 14th day of March, 2007 by and between the Epsom School Board, hereinafter referred to as the "Board" and the Epsom Teachers' Association hereinafter referred to as the "Association."

## **ARTICLE I - RECOGNITION**

- 1.1 The Board recognizes the Association as having been certified by the Public Employee Labor Relations Board (hereinafter NH PELRB) pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all certified staff employed by the Epsom School District which includes teachers, therapists, guidance counselors and school nurses as certified by the NH PELRB.
- 1.2 Economic benefits for bargaining unit members less than full time shall be calculated on a pro-rata basis.
- 1.3 Where the term day(s) is used in this agreement it shall be construed as work days except the end of the school year when it shall be Monday through Friday, excluding holidays, unless otherwise specified.

## **ARTICLE II - JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD**

- 2.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right a) to direct and manage all activities of the School District; b) to direct the work of their employees; c) to hire, promote, transfer, assign and retain employees in positions within the School District and to suspend, demote, discharge, or take any other disciplinary action against the employees; d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the terms of the Agreement; e) to maintain the efficiency of government operations; f) to relieve employees from duties because of lack of work or for other legitimate reason; g) to take actions as may be necessary to carry out the mission of the agency in emergencies; and h) to determine the methods, means and personnel by which operations are to be conducted.
- 2.2 The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term "law" as used above shall include regulations lawfully passed by the New Hampshire State Board of Education.

## **ARTICLE III - NEGOTIATION PROCEDURE**

- 3.1 On or before October 1 of any year preceding the expiration date of this agreement, either party may notify the other party in writing of its intent to negotiate a modification of the terms of this agreement.
- 3.2 The parties agree to negotiate according to the procedures set forth in RSA 273-A.

#### **ARTICLE IV - ASSOCIATION RIGHTS**

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- 4.1 The Association shall have the right to use school facilities for meetings, and shall have the right to use school equipment when such equipment is not in use. The Association shall pay for all materials and supplies incident to such use and shall be responsible for the proper operation of said equipment.
- 4.2 The Association shall have the right to use school employee mail boxes for internal communication with bargaining unit members without interference by Administration, so long as the use is done in good faith and in a professional manner.
- 4.3 The Association will be given the opportunity at the end of faculty meetings to make announcements. Otherwise, the Association must schedule and conduct their own meetings.

#### **ARTICLE V - PAYROLL DEDUCTIONS**

- 5.1 Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Employer shall deduct equal amounts for 20 pay periods beginning the second pay period in September. If a teacher leaves the district before full dues authorized have been deducted, the balance shall be deducted from the teacher's final paycheck.
- 5.2 Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donation, NEA-PAC/NHEPAC contributions.

#### **ARTICLE VI - WORKING CONDITIONS**

- 6.1 All bargaining unit members shall receive a duty-free uninterrupted lunch period of thirty (30) continuous minutes except in cases of emergency.
- 6.2 The length of the bargaining unit member's work year is one hundred eighty-five (185) days. One day of the bargaining unit member's work year to be logged in at the bargaining unit member's discretion prior to the start of the bargaining unit member's work year.
  - 6.2.1 Each bargaining unit member, as a professional employee, will devote the time necessary to his or her assignment to meet professional responsibilities. The in-school workday may be extended to accomplish duties other than teaching including bus duty, detention, parent conferences, and professional staff meetings. Except under extraordinary circumstances, professional staff meetings shall not ordinarily exceed one hour. Bargaining unit members may be excused for sufficient cause, as determined by the administrator.

- 6.2.2 The nurse and guidance counselor will be paid a per diem rate for up to five (5) work days during the summer months above the contracted one hundred eighty-five (185) school days on an as needed basis as determined by administration.
- 6.3 Bargaining unit members shall be informed of a telephone number authorized by an administrator that they may call before 6:30 A.M. to report unavailability for work.
- 6.4 All bargaining unit members may leave the building during their unscheduled time provided they notify the office prior to leaving of their destination.
- 6.5 Except under extraordinary circumstances, the Board and Administration will provide all kindergarten through grade eight (8) classroom teachers with a minimum of four (4) uninterrupted and equally distributed preparation periods per full week of not less than forty (40) minutes. The Board and Administration will strive to provide all classroom teachers with an additional fifth (5<sup>th</sup>) weekly planning period of not less than forty (40) minutes, providing the schedule allows.

### **ARTICLE VII - VACANCIES, TRANSFERS AND ASSIGNMENTS**

- 7.1 Employees shall be given initial written notification of their anticipated assignment no earlier than April 1<sup>st</sup> and no later than April 15<sup>th</sup> preceding the new school year. It is understood that this assignment may be changed to meet the needs of the District. If transfers or reassignments are necessary, the Employer will first seek volunteers.
- 7.2 Notice of any bargaining unit vacancies (including newly created positions) shall be posted on the official ETA bulletin board for ten (10) days before being permanently filled.
  - 7.2.1 Teachers who are interested in being assigned to another position for the next school year may make known their interest by submitting a written statement to the principal before March 15<sup>th</sup>.
  - 7.2.2 Considerable weight will be given to current qualified employees who apply for a vacancy.

### **ARTICLE VIII - REDUCTION IN FORCE**

In the event it becomes necessary for the Board to reduce the number of teachers employed by the District, the following procedures will be followed:

- 8.1 The Board will make every reasonable effort to minimize the effects of any reduction in force on current staff by absorbing as many positions as possible through attrition. Probationary teachers will be laid off before non-probationary teachers.
- 8.2 Any teacher(s) who will be affected by a reduction in force will be notified on or before March 31 of the school year prior to that in which the reduction will occur.
- 8.3 A teacher whose position has been identified to be eliminated shall have the right to be offered a contract if a position for which the teacher is certified and qualified becomes vacant and available, subject to the recall time limits and conditions specified below. If more than one teacher (probationary or non-probationary) is laid-off due to reduction in force, rights to vacant positions will be determined by the school board using the factors listed in "8.6" below.

- 8.4 The maximum period of recall shall be two (2) years, running from the last date of their employment with the District, as that is specified by the Annual Teaching Contract. During that time, it shall be the sole responsibility of the teacher(s) to keep the District informed of their current home mailing address. The teacher shall notify the District by certified mail when the current mailing address is changed during this recall period of two (2) years. All recall notices to which a teacher is entitled will be sent, via certified mail, to the last home mailing address which the teacher(s) has supplied to the District.
- 8.4.1 If the teacher fails to respond to a notice of recall within ten (10) calendar days of its mailing by the District, or declines the recall offered, all rights to recall which the teacher(s) may enjoy are specifically extinguished.
- 8.5 A recalled teacher's previous years of service will not be lost as a result of reduction in force.
- 8.6 In identifying which teachers to release or recall, the school board shall consider all the following factors:
- a) job performance, including existing teacher evaluations
  - b) overall effectiveness and ability
  - c) academic preparation and professional growth
  - d) certification and experience in the certified area.
- All factors above being equal, then seniority will control in making a final determination. Seniority is defined as the total number of years continuously employed in the Epsom District.
- 8.6.1 A released teacher will have the opportunity to substitute within the district.

## **ARTICLE IX - LEAVE BENEFITS**

### 9.1 SICK LEAVE:

Each staff member shall be entitled to fifteen (15) days of paid sick leave per year, granted at the beginning of each school year and cumulative to one hundred five (105) days. Sick leave shall be available for use in case of illness or disability for the staff member and members of his/her household. During any one (1) school year six (6) of these days may be used for attending to illness or injury (inclusive of disability as a result of childbirth) of the teacher's spouse, child, mother, father, sister, brother, grandmother and grandfather, and the same relatives of the teacher's spouse.

- 9.2 Employees who complete the school year without the use of any documented sick leave shall receive a lump sum monetary compensation of two hundred seventy-five (\$275) dollars paid in the first payroll of July.
- 9.3 The Board may require documentation from a licensed practitioner for absences in excess of four (4) consecutive days.

- 9.4 SICK BANK:  
Sick days shall be deposited in the Sick Bank at the beginning of each school year from those days in excess of one hundred five (105) which may not be credited to an individual teacher's accumulated total.
- 9.4.1 The maximum number of days which may be accumulated in the Sick Bank is two hundred (200).
- 9.4.2 In order to be eligible to withdraw days from the Sick Bank, a teacher must first use all her/his accumulated sick days.
- 9.4.3 Consideration of requests to withdraw days from the Sick Bank shall be decided by a committee of Epsom Teachers appointed by the Association.
- 9.4.4 Decisions of the Sick Bank Committee shall not be grievable.
- 9.5 PERSONAL LEAVE (Paid):  
At the beginning of every school year, each employee shall be credited with three (3) paid days to be used for the employee's personal business. Any employee planning to use a personal business day or days shall notify his/her supervisor at least one day in advance except in cases of emergency. The employee shall not be required to reveal the purpose of such leave. Personal days may not be used for vacation and may not be used solely to extend a holiday or vacation. Additional leave may be granted at the sole discretion of the Board. Personal leave shall not be accumulative.
- 9.6 PROFESSIONAL LEAVE (Paid):  
The Board agrees to provide professional leave. The number of days used for leaves of this nature shall be at the discretion and prior approval of the Superintendent. Requests shall be initiated through the Principal and forwarded with recommendation to the Superintendent in written form in advance of the requested leave.
- 9.7 BEREAVEMENT LEAVE (Paid):  
Each teacher will be entitled to three (3) days leave, per event, at full salary in the event of the death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, maternal or paternal grandparent, father-in-law, mother-in-law, brother, sister or member of the employee's household. Additional leave for the death of persons of some other relationship to the teacher may be granted by the Superintendent of Schools. Bereavement leave may not be accumulated from year to year.
- 9.8. CHILD BEARING/CHILD REARING LEAVE (Unpaid):  
Disability leave shall be granted for the period between the date the teacher's doctor certifies that the teacher is medically incapable of performing her normal duties and the date she becomes medically capable of resuming her normal duties as certified by her doctor. To the extent available, this leave will be charged against the teacher's accumulated sick leave. The teacher shall be paid accordingly.
- 9.8.1 Application for disability leave must be submitted, including the date of expected return. A certificate by the teacher's physician indicating her fitness to return to duty must be submitted. The Board, at its option and expense, may require the teacher to submit to an examination by a doctor mutually agreed, to verifying the extent of the teacher's disability.

- 9.8.2 Teachers on (paid) disability leave will be considered as employees for all purposes while on such leave. Teachers on (unpaid) child rearing leave will be considered employees while on such leave, but shall not be eligible for any payments on account of health insurance or any other payments.
- 9.9 In addition to the period of time an employee is disabled as a result of childbirth, employees in the Epsom School District shall be entitled to a leave of absence without pay for purposes of childbirth and/or child rearing, provided that such teacher notifies the Superintendent in writing of such pregnancy and the anticipated delivery date within two (2) months of the determination of such pregnancy and provided further, that such teacher, except in the case of emergency, gives the Superintendent, no less than sixty (60) days prior written notices of a) a specific date for the commencement of the leave (coordinated with the administration), and b) a specific date (coordinated with the administration) when the teacher will return to work. In the event the anticipated delivery falls within the first month of a new school year, leave requested pursuant to this Section shall commence at the beginning of that new school year.
- 9.9.1 Child rearing leave of up to one year and three months but not less than nine weeks may be granted, without pay or benefits, to any bargaining unit member.
- 9.9.2 It is agreed by the parties hereto that employees taking leave pursuant to this Section may continue hospital and medical insurance coverage under a plan then covering other School District employees, provided said employee a) notifies the Superintendent in writing of that teacher's intention to continue under said insurance plan, and b) agrees in writing to pay the full cost of such insurance coverage.
- 9.9.3 Unpaid leaves under this Article shall be available to male parents as well as female and shall apply in cases of adoption as well as childbirth.
- 9.10 LEAVE OF ABSENCE (Unpaid):  
The Board, upon application, may grant a year's leave of absence to a teacher with five (5) years of continuous service in the Epsom School District. In order to be eligible for a leave of absence, the teacher must submit his/her application no later than April 1st in the school year before the leave is to commence.
- 9.10.1 The teacher must notify the Epsom School District no later than February 15th of his/her intent to return to the Epsom School District following the year's leave of absence.
- 9.10.2 It is agreed by the parties hereto that employees taking leave pursuant to this Section may continue hospital and medical insurance coverage under a plan then covering other School District employees, provided said employee a) notifies the Superintendent in writing that teacher's intention to continue under said insurance plan, and b) agrees in writing to pay the full cost of such insurance coverage.
- 9.11 EXTENDED LEAVE:  
An unpaid extended leave of up to ninety (90) days may be granted upon request to the Administration and with the approval of the Board.

9.12 SABBATICAL LEAVE (Unpaid):

Sabbatical leaves for formal study and/or educational enrichment may be granted to teachers by the Board subject to the following conditions:

- 9.12.1 The teacher must have completed seven (7) consecutive years of service in the district and must have at least fifteen (15) graduate semester hours.
- 9.12.2 The teacher must notify the Superintendent of Schools of a request to be granted sabbatical leave on or before December 1st of the year preceding the leave.
- 9.12.3 The decision to grant the sabbatical leave shall be the exclusive prerogative of the Board.
- 9.12.4 Sabbatical leave shall be granted for one-half (1/2) year or one (1) full year without salary or benefits. It is agreed by the parties hereto that employees taking sabbatical leave pursuant to this Section may continue hospital and medical insurance coverage under a plan then covering other School District employees, provided said employee; a) notifies the Superintendent in writing of the teacher's intention to continue under said insurance plan, and; b) agrees in writing to pay the full cost of such insurance coverage.
- 9.12.5 The Board shall notify any applicant of its decision with respect to sabbatical leave on or before March 31st.
- 9.12.6 Upon return from the sabbatical leave, any teacher on sabbatical shall be placed at the appropriate salary level which the teacher would have achieved had he/she remained actively employed in the District. All rights and benefits shall be reinstated at their previous level upon the teacher's return.
- 9.12.7 The teacher on sabbatical leave shall not receive any benefits other than those specified in this article.
- 9.12.8 On return from a leave, a teacher shall be assigned to the same position which he/she held at the time the leave commenced or; if that position is no longer in existence, to a substantially equivalent position.

9.13 ASSOCIATION LEAVE:

The Board agrees to grant up to a maximum of three (3) days of leave per contract year to member(s) of the Association for attendance at meetings related to Association business. The President of the Association will provide the Superintendent with the names of member(s) chosen with at least two (2) days notice. Requests shall be initiated through the Principal and forwarded with recommendation to the Superintendent in written form in advance of the requested leave.

ARTICLE X - INSURANCE

10.1 HEALTH INSURANCE:

**The Epsom School District will contribute one hundred (100%) percent toward a single health Point of Service or HMO plan or eighty (80%) percent of a two (2) person or family Point of Service or HMO plan, for the members of the Bargaining Unit participating in the plan. The carrier for such insurance shall be chosen by the Board and coverage shall be, in the Board's exclusive judgment, substantially equal or comparable to, or greater than, the**

**current Health Trust administered by the New Hampshire Local Government Center, including a prescription rider and a clause covering pre-existing conditions for new employees.**

- 10.1.1 Members of the bargaining unit not subscribing to the district's health insurance program for the full school year will receive eight hundred fifty (\$850) dollars if eligible for a single plan, one thousand (\$1,000) dollars if eligible for a two-person plan, and one thousand two hundred (\$1,200) dollars if eligible for a family plan provided the bargaining unit member documents existing coverage of a health insurance program in which he/she is a member. In the event that in any year covered by this contract at least three-quarters of bargaining unit members eligible for the district's single health insurance program or at least two-thirds of bargaining unit members eligible for the district's 2-person health insurance program or at least two-thirds of bargaining unit members eligible for the district's family health insurance program opt-out of the district's health insurance program for the full year, members of the bargaining unit not subscribing to the district's health insurance program for the full year will receive one thousand two hundred (\$1,200) dollars if eligible for a single plan, one thousand eight hundred (\$1,800) dollars if eligible for a two-person plan and two thousand five hundred (\$2,500) if eligible for a family plan, provided the bargaining unit member documents existing coverage of a health insurance program in which he/she is a member. The dollar amounts identified above will be paid in two (2) equal installments, once at midyear and once at the conclusion of the school year. If a member of the bargaining unit who previously had applied for the payback subsequently accesses health insurance under a district plan, he/she will be entitled to receive a pro rata monthly portion of the buy-back for those full months when he/she was not covered by the district's insurance upon submission of a written request to the Superintendent.
- 10.1.2 An employee may continue participation in the selected health plan (as outlined by COBRA regulations). The employee shall be responsible for payment of the premium. Coverage shall include Enhanced Managed Care and the Board will maintain an I.R.C. Section 125 non-taxable premium deduction plan for purposes of deducting employees' health premiums, any dental costs, payments for care of dependents, and medical procedures not covered by the health plan on a pre-tax basis.
- 10.1.3 LONG-TERM DISABILITY INSURANCE  
The Epsom School District shall pay one hundred (100%) percent of the premium for Long-Term Disability Insurance.
- 10.2 DENTAL INSURANCE:  
The Epsom School District shall provide Delta Dental Insurance (Option 10) (A 100%, B 75%, C 50%, D 0) up to one thousand two hundred fifty (\$1,250) dollars per year for each member of the bargaining unit. The carrier for such insurance shall be chosen by the Board and coverage shall, in the Board's exclusive judgment, substantially equal or comparable to, or greater than, the current Delta Dental Insurance. The District shall pay one-hundred (100%) percent of the cost of a single membership and sixty-five (65%) percent of a two (2) person or family plan.
- 10.3 LIFE INSURANCE:  
The Epsom School District shall pay the premium for term life insurance in the amount equal to each Bargaining Unit Member's annual salary.

#### 10.4 RETIREE HEALTH INSURANCE:

Retirees shall be permitted access to the District's health insurance plan. Upon retirement, the District shall pay fifty percent (50%) of the single plan with a retiree paying the remaining cost extending to 65 years of age. The parties agree to adhere to the rules of the health insurance provider.

A retiree shall be defined, for purpose of this section of the contract, as a bargaining unit member who has taught in the District for a minimum of ten (10) consecutive years immediately prior to retirement and is at least fifty-three (53) years of age.

Periods of leave are not considered a break in service nor interruption of consecutive years of service. However, extended periods of unpaid leave are not credited toward the ten (10) year vesting period set forth herein.

### ARTICLE XI - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

#### 11.1 INDIVIDUAL CONTRACT:

The employee's assignment including, but not limited to, grade and subject shall be listed on the employee's individual contract at the time it is offered to the employee.

#### 11.2 OTHER ASSIGNMENTS:

Continuation of the employee's individual contract shall not be contingent on acceptance or rejection of an additional assignment to the normal teaching curriculum.

11.3 The Annual Teacher Contract is set forth in Appendix E, and is attached hereto for informational purposes only.

### ARTICLE XII - PROFESSIONAL DEVELOPMENT

12.1 The District shall budget a sum of money for staff development purposes. The disbursement of these funds shall be made by the Superintendent of Schools and the Board in accordance with the approved Staff Development Plan.

The District will reimburse bargaining unit members for courses, seminars, clinics, practica and workshops taken within each contract year. The following stipulations apply:

- A. All courses, workshops and other staff development activities covered under this article must have the prior written recommendation of the principal and the prior written approval of the Superintendent.
- B. Each bargaining unit member will be limited to a total reimbursement of not more than one thousand five hundred (\$1,500) dollars in a contract year. Bargaining Unit members may apply after April 1 to request any unused available allocated funds for reimbursement toward workshops, courses, seminars, clinics, and practica, not to exceed the one thousand five hundred (\$1,500) dollars. After April 1 any unused funds will be distributed to bargaining unit members on a first-come, first-served basis.

- C. During the term of this Master Agreement, the District will not be obligated to expend more than a total of thirty thousand (\$30,000) dollars in a school year. This money will be divided equally among bargaining unit members.
- D. During each year of this agreement, funds allocated under this article will be dedicated and utilized for activities which are directly related to the improvement of curriculum and instruction, the District's strategic planning, curriculum assessment, technology development and other District and administrative initiatives.
- E. The Association may request a record of funds encumbered and funds allocated on September 1, December 1, and March 1 of each school year.
- 12.2 Payments for courses, conferences and workshops shall be in advance upon presentation of an invoice and shall be paid directly to the learning institution where practicable. After completion of courses employees must present to the Superintendent evidence indicating the attainment of a B (not B-) or better for the course. Employees who anticipate sufficient credits to advance on the salary schedule, must notify the district of the anticipated track move when the course is requested. Employees must submit an official grade report prior to being advanced on the salary schedule. Advancement will be effective upon receipt of the official grade report at the superintendent's office. When advancement is withheld awaiting official grade data from the institution, track advancement shall be paid retroactively when grade data is received.
- 12.2.1 Failure to provide evidence of successful completion of a course shall require that the employee reimburse the cost of said course to the district. The district is entitled to withhold prorata portions of an employee's salary to recover costs associated with incomplete coursework or coursework with less than a final grade of B (not B-).
- 12.3 The District will strive to notify each staff member in writing by a minimum of two weeks prior to the date set forth by the SAU Staff Development Committee of the following information:
1. Status of approved Staff Development Master Plan;
  2. Accumulated staff development hours to date; and
  3. Date of recertification for renewal of state certification

### **ARTICLE XIII - RIGHT TO REPRESENTATION**

- 13.1 A teacher, upon his/her request, shall be entitled to have present a representative when he/she reasonably believes that discipline will result from a meeting between the teacher and an administrator of the District. It is understood, however, that the need to discipline shall not be unduly delayed due to the unavailability of a representative.

### **ARTICLE XIV - PROFESSIONAL COMPENSATION**

#### **14.1 SALARY:**

Initial placement on the salary schedule (Appendix A) shall be at the discretion of the Board. Thereafter, teachers who have completed at least ninety (90) school days of service during the school year and whose performance is satisfactory, shall be advanced one step on the appropriate salary schedule the following year.

14.1.1 METHOD OF PAYMENT:

Teachers 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 shall receive a final payment consisting of the equivalent of five (5) bi-weekly salary payments in a lump sum payment in June of the school year, or distributed in five (5) separate bi-weekly salary payments during June, July and August.

14.1.2 Teachers must indicate in writing that they wish to receive their pay by the twenty-one check method no later than August first (1) of the school year. Those not indicating such a choice will be automatically placed on the twenty-six (26) payment plan.

14.2 LONGEVITY:

Full time teachers who are in their 10<sup>th</sup> through 13<sup>th</sup> year of service to the Epsom School District shall receive seven hundred fifty (\$750) dollars per year longevity payment.

Full time teachers who are in their 14<sup>th</sup> through 17<sup>th</sup> year of service to the Epsom School District shall receive one thousand one hundred fifty (\$1,150) dollars per year longevity payment.

Full time teachers who are in their 18<sup>th</sup> year or greater year of service to the Epsom School District shall receive one thousand four hundred (\$1,400) dollars per year longevity payment.

14.3 APPROPRIATIONS CLAUSE:

All agreements which require the expenditure of public funds for their implementation shall be binding upon the Board only after the necessary appropriations have been made by the voters of the district at the annual School District Meeting. In the event of a reduction in the overall budget, either party may request to open negotiations on all or part of the entire agreement.

14.4 EARLY RETIREMENT INCENTIVE PLAN:

Eligible members of the bargaining unit may apply for inclusion in the Early Retirement Incentive Plan under the following guidelines:

1. Applicants must be at least fifty-three (53) years of age prior to the planned date of retirement to access an early retirement benefit.
2. Applicants must have been employed as teachers under the master agreement by the District for a minimum of thirteen (13) years at the time of retirement.

OPTION 1:

Applicants for an early retirement benefit must submit an application and written intent to retire prior to December 1 of the year prior to the commencement of the planned retirement.

Eligible members of the bargaining unit accepted for inclusion in the District's Early Retirement Incentive Plan will receive a sum equal to fifty (50%) percent of yearly salary as noted on the teacher's last professional contract prior to retirement.

**OPTION 2:**

Applicants for the early retirement incentive plan benefit must submit an application and written intent to retire prior to December 1 of the 2<sup>nd</sup> prior year to the commencement of the planned retirement. For example, if retirement is desired to begin on July 1, 2008 the bargaining unit member must submit said application and written intent prior to December 1, 2006. The bargaining unit member shall receive a sum equal to twenty-five (25%) percent of yearly salary as noted on the bargaining unit member's final professional contract prior to retirement, to be paid in one lump sum by the first payroll period in July one year prior to retirement, and a sum equal to twenty-five (25%) percent of yearly salary as noted on the bargaining unit member's final professional contract prior to retirement, to be paid in one lump sum by the first payroll period in July following retirement. For example, if retirement is desired to begin on July 1, 2008 the bargaining unit member would be paid said twenty-five (25%) percent sum in the first payroll period in July 2007 and again in the first payroll period in July 2008.

3. The District will be obligated to approve and fund no more than three (3) early retirement benefit proposals during any one fiscal year, but at its discretion the School Board may vote to grant more.

**ARTICLE XV - EVALUATION**

- 15.1 During the first three weeks of school, the Superintendent or a designee shall orient all teachers new to the district regarding evaluation.
- 15.2 All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

**ARTICLE XVI - GRIEVANCE PROCEDURE**16.1 **DEFINITION:**

A grievance shall mean an alleged violation of a specific provision of this contract. A grievance may be filed by an employee of the bargaining unit or by a group of employees of the bargaining unit.

- 16.1.1 The term "Days" when used in this Article shall, except where otherwise indicated, mean school day.

16.2 **PURPOSE:**

The purpose of this procedure is to secure a solution of grievance at the lowest possible administrative level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of the procedure while a grievance is in progress.

16.3 **PROCEDURE:**

Level One - Principal

A grievance must be filed within fifteen (15) days of its alleged occurrence. Any grievant may discuss the grievance with the immediate supervisor in an attempt to resolve the matter informally at that level. If, as a result of the discussion, the matter is not resolved to the satisfaction of the

grievant within ten (10) days, the grievance shall be set forth in writing to the principal within ten (10) days specifying: 1) the nature of the grievance; 2) the provisions of contract policy or practice violated; and 3) the action required. The principal shall communicate a decision in writing to the grievant and to the Association within fifteen (15) days of receipt of the written grievance.

#### 16.3.1 Level Two - Superintendent

The grievant, no later than ten (10) days after receipt of the principal's decision, may appeal that decision to the Superintendent of Schools in writing, including a copy of the grievance submitted to the principal. The Superintendent shall meet with the grievant to attempt to resolve the matter, as quickly as possible, but within a period not to exceed fifteen (15) days. The Superintendent shall communicate his/her decision in writing to the grievant within ten (10) days after the meeting. Grievances of a general nature rising from decision(s) by the SAU may be submitted directly to the Superintendent.

#### 16.3.2 Level Three - School Board

If the Superintendent's decision does not resolve the grievance to the satisfaction of the grievant, the decision may be appealed to the Epsom School Board, in writing, within ten (10) days of receipt of the answer in Level 2. The grievant shall have the right to appear before the Board to present evidence and argument for the Board's consideration. The decision of the Board shall be made and transmitted in writing to the grievant no later than forty-five (45) days from the time of submission of the grievance to the Board.

#### 16.3.3 Level Four - PELRB

If the decision of the School Board does not resolve the grievance to the satisfaction of the grievant or the Association, the Association will so notify the Board within ten (10) days. The dispute may then be heard by the PELRB (Public Employees Labor Relations Board).

### **ARTICLE XVII - PERSONNEL FILES**

- 17.1 Whenever an item is placed into a teacher's official personnel file by an administrator, a copy of the item will be forwarded to the teacher.
- 17.2 Documents, communications, and/or records dealing with the processing of a grievance shall not be placed in an employee's official file.
- 17.3 Upon request, all certified staff shall have access to their personnel files, in accordance with State law, during normal business hours for inspection and/or copying of documents. Such inspections shall be made subject to prior arrangement with Administration. Copies of documents shall be provided by the District and shall be limited to one set per school year per employee.

### **ARTICLE XVIII - PROFESSIONAL COMPENSATION**

- 18.1 The basic salary of employees covered by this agreement is set forth in Appendix A which is attached to and incorporated in this agreement.

**ARTICLE XIX - DURATION**

19.1 This Agreement shall be effective as of July 1, 2007 and continue in full force and effect until June 30, 2011.

For the Epsom School Board

For the Epsom Teachers Association

Bmsonghty  
Jordan R Ellis  
William Post  
David W. Doulet  
Rajm Kulkarni

Jean M. Pagnier  
Judith T. Anell  
R S M

Date: June 6, 2007

Date: May 17, 2007

## APPENDIX A

### SALARY SCHEDULE

2007/08

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	30,347	31,257	32,195	33,241	34,322	35,437
2	31,561	32,508	33,483	34,571	35,695	36,855
3	32,823	33,808	34,822	35,954	37,122	38,329
4	34,136	35,160	36,215	37,392	38,607	39,862
5	35,502	36,567	37,664	38,888	40,152	41,457
6	36,922	38,029	39,170	40,443	41,758	43,115
7	38,399	39,551	40,737	42,061	43,428	44,839
8	39,935	41,133	42,367	43,744	45,165	46,633
9	41,532	42,778	44,061	45,493	46,972	48,498
10	43,193	44,489	45,824	47,313	48,851	50,438
11	44,921	46,269	47,657	49,206	50,805	52,456
12	46,718	48,119	49,563	51,174	52,837	54,554
13	48,587	50,044	51,545	53,221	54,950	56,736

Newly hired staff will be placed on the same track and step as existing staff with the same experience and academic credits.

## APPENDIX B

### SALARY SCHEDULE

2008/09

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	31,379	32,477	33,614	34,874	36,182	37,539
2	32,634	33,776	34,958	36,269	37,629	39,040
3	33,939	35,127	36,357	37,720	39,135	40,602
4	35,297	36,532	37,811	39,229	40,700	42,226
5	36,709	37,994	39,323	40,798	42,328	43,915
6	38,177	39,513	40,896	42,430	44,021	45,672
7	39,704	41,094	42,532	44,127	45,782	47,499
8	41,292	42,738	44,233	45,892	47,613	49,399
9	42,944	44,447	46,003	47,728	49,518	51,375
10	44,662	46,225	47,843	49,637	51,498	53,430
11	46,448	48,074	49,757	51,622	53,558	55,567
12	48,306	49,997	51,747	53,687	55,701	57,789
13	50,238	51,997	53,817	55,835	57,929	60,101

Newly hired staff will be placed on the same track and step as existing staff with the same experience and academic credits.

## APPENDIX C

### SALARY SCHEDULE

2009/10

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	32,477	33,614	34,790	36,095	37,448	38,853
2	33,776	34,958	36,182	37,539	38,946	40,407
3	35,127	36,357	37,629	39,040	40,504	42,023
4	36,532	37,811	39,134	40,602	42,124	43,704
5	37,994	39,323	40,700	42,226	43,809	45,452
6	39,513	40,896	42,328	43,915	45,562	47,270
7	41,094	42,532	44,021	45,672	47,384	49,161
8	42,738	44,233	45,782	47,498	49,280	51,128
9	44,447	46,003	47,613	49,398	51,251	53,173
10	46,225	47,843	49,517	51,374	53,301	55,300
11	48,074	49,757	51,498	53,429	55,433	57,512
12	49,997	51,747	53,558	55,566	57,650	59,812
13	51,997	53,817	55,700	57,789	59,956	62,204

Newly hired staff will be placed on the same track and step as existing staff with the same experience and academic credits.

**APPENDIX D**

**SALARY SCHEDULE**

**2010/11**

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	33,721	34,901	36,123	37,477	38,883	40,341
2	35,070	36,297	37,568	38,976	40,438	41,954
3	36,473	37,749	39,070	40,535	42,056	43,633
4	37,931	39,259	40,633	42,157	43,738	45,378
5	39,449	40,829	42,258	43,843	45,487	47,193
6	41,027	42,463	43,949	45,597	47,307	49,081
7	42,668	44,161	45,707	47,421	49,199	51,044
8	44,374	45,928	47,535	49,318	51,167	53,086
9	46,149	47,765	49,436	51,290	53,214	55,209
10	47,995	49,675	51,414	53,342	55,342	57,418
11	49,915	51,662	53,470	55,476	57,556	59,714
12	51,912	53,729	55,609	57,695	59,858	62,103
13	53,988	55,878	57,834	60,002	62,252	64,587

Newly hired staff will be placed on the same track and step as existing staff with the same experience and academic credits.

APPENDIX E

EPSOM SCHOOL DISTRICT

CO-CURRICULAR STIPENDS

	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>
Athletic Director	1,750	1,795	1,837	1,875
Girls' Basketball	1,050	1,075	1,100	1,130
Boys' Basketball	1,050	1,075	1,100	1,130
Track	780	800	830	860
Boys' Baseball	780	800	830	860
Girls' Softball	780	800	830	860
Girls' Soccer	840	860	880	900
Boys' Soccer	840	860	880	900
Environmental Camp Coordinator	840	860	880	900
Cheerleading	1,050	1,075	1,100	1,130
Winter/Ski Activity Coordinator	630	645	660	680
Student Council	780	800	830	850
Yearbook	780	800	830	850
Drama	780	800	830	850
Newspaper	630	645	660	680
Band	1,050	1,075	1,100	1,130
Chorus	780	800	830	850
Cross-Country	820	840	860	880
Team Leaders 4 Positions	1,050	1,075	1,100	1,130
Sub Coordinator	1,930	1 980	2,005	2,030
Intramurals	870	890	910	930



**APPENDIX G  
SIDEBAR AGREEMENT**

Memorandum of Understanding

January 9, 2003

By and for the Epsom School Board and the Epsom Teachers' Association

This agreement is entered into with the understanding that it is without prejudice to the School Board's position that it is not required to negotiate the content of job descriptions for co-curricular activities listed in Appendix D of the Collective Bargaining Agreement.

Environmental Camp

1. This activity is listed in the Epsom Teacher's Master contract as a co-curricular activity. It has been and remains voluntary.
2. Written job descriptions developed cooperatively in concert with E.T.A. certified staff and approved by the Board will be available for review by any staff member who may be interested in volunteering for Environmental Camp.
3. Each bargaining unit member who volunteers to attend, is selected by the Administration, and drives to Environmental Camp to attend the Camp during the daytime hours of Camp activity shall be paid the current I.R.S. mileage between Epsom Central School and the Environmental Camp site. The workday for such volunteers shall not exceed a maximum of nine (9) hours from 8:00 A.M. until 5:00 P.M.
4. Certified staff members who volunteer and are selected by the Administration to spend overnight time during the Camp activity will be paid an additional stipend of fifty (\$50) dollars per night for each of up to three (3) certified staff members, plus the current I.R.S. mileage between Epsom Central School and the Environmental Camp site for those who drive.
5. Certified staff who volunteers as liaison between the Camp, school, students, and parents concerning the Environmental Camp activity shall receive the stipend set forth in Appendix D in addition to other amounts if appropriate such as mileage and overnight stipend. If there is more than one such volunteer, the stipend in Appendix D shall be divided equally among them. This position does not include organization of fundraising activities. The person(s) acting in this capacity would perform the following duties:
  - a. collection and dispersal of information pertinent to the Camp activity,
  - b. collection of forms relating to the Camp activity,
  - c. bookkeeping of individual student accounts relating to Camp activity,
  - d. attendance at meetings concerning Environmental Camp during the contracted school year, and,
  - e. attendance at Camp activity.

For the Epsom School Board

For the Epsom Teachers Association

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_