

EPSOM SCHOOL DISTRICT

MASTER AGREEMENT

between the

EPSOM SCHOOL BOARD

and the

EPSOM TEACHERS' ASSOCIATION

2020/21

2021/2022

2022/23

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PREFACE

This agreement is made and entered into this 10th day of March 2020 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 1st 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, e-mail services, and any other school related electronic communications 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-six (186) days one (1) 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-six (186) school days on an as needed basis as determined by Principal.
- 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 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 (5th) 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 1st and no later than April 15th 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. Vacancies (if known) for the next school year shall be posted no later than March 15th.
 - 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 15th.
 - 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 31st of the school year prior to that in which the reduction will occur.
- 8.3 A fulltime 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 fulltime 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. Part-time teachers whose position has been identified to be eliminated shall have the right to be offered a part-time position for which the teacher is certified and qualified becomes vacant and available, subject to the recall time limits and conditions specified 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.
- 9.2 Employees who complete the school year without the use of any documented personal leave shall receive a lump sum monetary compensation of five hundred (\$500) dollars. Employees who complete the school year with less than three (3) unused days of personal leave shall receive a lump sum monetary compensation of one hundred, twenty-five (\$125) dollars for each unused personal day. Employees who complete the school year without the use of any documented sick leave shall receive a lump sum monetary compensation of four hundred (\$400) dollars. Employees who complete the year with two (2) or less sick days used shall receive a lump sum compensation of three hundred (\$300) dollars. Employees who complete the year with four (4) or less sick days used shall receive a lump sum compensation of two hundred (\$200) dollars. Employees who complete the school year without the use of any documented sick leave and personal leave shall receive a lump sum monetary compensation of one thousand (\$1,000) dollars. This payment is a one-time payment per school year paid in the first payroll of July following the school year for which the compensation is granted.
- 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 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, grandchild, 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 Principal. 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.

9.9.4 Employees may use Sick Leave accumulated in accordance with section 9.1 of this article with prior approval from the Principal and Superintendent.

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 Superintendent 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 ninety-five (95%) percent toward a single SchoolCare Red Plan or eighty (80%) percent of a two (2) person or family plan, for the members of the Bargaining Unit participating in the SchoolCare Red 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 CIGNA plan administered by SchoolCare, including a prescription rider and a clause covering pre-existing conditions for new employees. The Board shall consult with the Association no later than sixty (60) days prior to making any change in carrier.

10.1.1 Members of the bargaining unit not subscribing to the district's health insurance program for the full school year will receive two thousand five hundred (\$2,500) dollars if eligible for a single plan, three thousand (\$3,000) dollars if eligible for a two-person plan or four thousand (\$4,000) 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. The amounts identified above will be paid in two (2) equal installments, once at mid-year and once at the conclusion of the school year. Eligibility is determined by FTE status. FTE .80 or higher is considered eligible by the terms of this agreement.

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 pretax 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 five hundred (\$1,500) 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.

10.2.1 VISION BENEFITS:

The Epsom School District shall provide the SchoolCare/VSP Ancillary Vision Benefits Plan attached in Appendix X or an equal, comparable or greater plan as determined by mutual agreement of the parties to employees. The Epsom School District shall contribute 100% of the cost of the Vision Benefits 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 or the equivalent applied to a 2 person or family 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-five (55) years of age prior to the planned date of retirement to access an early retirement benefit. All members within three (3) years of age fifty-three (53) at the beginning of this Agreement shall be grandfathered with all other members eligible at age fifty-five (55).

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.

10.5 FLEXIBLE SPENDING ACCOUNT

An employee may enroll in the district's flexible spending account. Payment for subscriber's share of health insurance premium, any dental costs not covered by insurance, and any payments for the care of dependents may be placed in the account up to the maximum allowed under the Internal Revenue Service rules.

10.6 In the event that the plan identified in Article 10.1 will result in the imposition during a subsequent year of this Agreement of any related fees, fines, taxes or penalties, including, but not limited to "Cadillac" taxes (the excise tax on high cost Employer-

sponsored health coverage), the District and the Association will promptly reopen negotiations for the purpose of agreeing on (1) an alternative health plan that complies with the Affordable Care Act and does not result in the imposition of so-called “Cadillac Tax” and (2) the distribution of any savings realized, to include the percentage of premium paid by each party. The parties agree to exchange proposals no later than November 15. If the parties are not able to agree on an alternative plan and distribution of savings by January 15, the parties will each submit one proposal to binding arbitration no later than February 15 with a mutually agreed acceptable arbitrator whose fees will be shared by the parties. In the event that the parties cannot agree on an arbitrator, the NH PELRB will select. After hearing from both parties, the arbitrator will choose one of the two proposals and notify the parties no later than March 15 and that plan will be implemented for the following plan year.

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 \$30,000 each year 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, webinars, podcasts 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. Funds designated for the purposes of this article shall first be made available by dividing the total designated funds by the number of bargaining unit members. Each bargaining unit member will be limited to a total reimbursement of not more than six thousand five hundred (\$6,500) dollars in a contract year. Bargaining Unit members may apply April 1st through April 15th to request any unused available allocated funds for reimbursement toward workshops, courses, seminars, clinics, and practica, webinars, podcasts not to exceed six thousand five hundred (\$6,500) dollars.

Any remaining funds will be distributed evenly among Bargaining Unit members who apply between April 1st and April 15th. Any Bargaining Unit members who

apply after April 15th for reimbursement toward workshops, courses, seminars, clinics, and practica, webinars, podcasts not to exceed six thousand five hundred (\$6,500) dollars will be reimbursed on a first come, first-served basis of any remaining funds.

- 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 1st, December 1st, and April 1st 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 (1st) of the school year. Those not indicating such a choice will be automatically placed on the twenty-six (26) payment plan.

14.2 LONGEVITY:

14.2.1. All employees will receive longevity as described below:

- a. Full time teachers who are in their 10th through 13th year of service to the Epsom School District shall receive one thousand, three hundred (\$1,300) dollars per year longevity payment.
- b. Full time teachers who are in their 14th through 17th year of service to the Epsom School District shall receive one thousand, seven hundred (\$1,700) dollars per year longevity payment.
- c. Full time teachers who are in their 18th year of service, or greater, to the Epsom School District shall receive two thousand two hundred (\$2,200) 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-five (55) 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 1st 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 1st of the 2nd prior year to the commencement of the planned retirement. For example, if retirement is desired to begin on July 1st, 2019 the bargaining unit member must submit said application and written intent prior to December 1st, 2016. 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 1st, 2019 the bargaining unit member would be paid said twenty-five (25%) percent sum in the first payroll period in July 2018 and again in the first payroll period in July 2019.

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

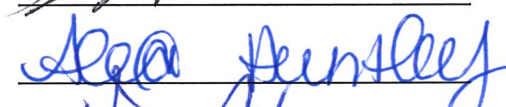
- 18.1 The basic salary of employees covered by this agreement is set forth in Appendix A which is attached to and incorporated in this agreement.


ARTICLE XIX - DURATION

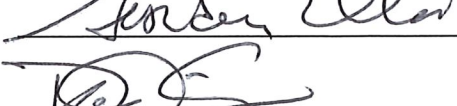
- 19.1 This Agreement shall be effective as of July 1, 2020 and continue in full force and effect until June 30, 2023.


For the Epsom School Board



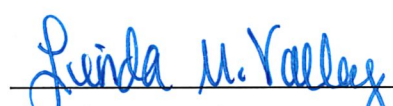


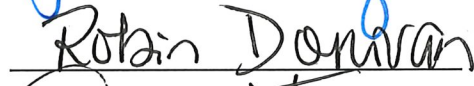


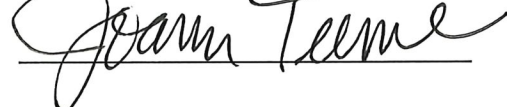




For the Epsom Teachers' Association







APPENDIX A

2020-2021 Salary Schedule

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	37,843	39,167	40,539	42,058	43,636	45,272
2	39,356	40,734	42,159	43,739	45,381	47,082
3	40,931	42,363	43,846	45,490	47,197	48,967
4	42,568	44,058	45,600	47,309	49,084	50,924
5	44,271	45,820	47,423	49,202	51,047	52,962
6	46,042	47,654	49,321	51,171	53,090	55,081
7	47,883	49,560	51,294	53,217	55,213	57,282
8	49,798	51,543	53,346	55,346	57,422	59,574
9	51,790	53,604	55,478	57,560	59,719	61,958
10	53,862	55,747	57,699	59,863	62,107	64,436
11	56,016	57,977	60,007	62,257	64,592	67,013
12	58,257	60,297	62,406	64,748	67,175	69,694
13	60,588	62,709	64,904	67,337	69,862	72,482
14	61,799	63,963	66,202	68,683	71,259	73,932

APPENDIX B

2021-2022 Salary Schedule

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	38,411	39,755	41,147	42,689	44,290	45,951
2	39,946	41,345	42,792	44,395	46,062	47,788
3	41,545	42,998	44,504	46,172	47,905	49,701
4	43,206	44,719	46,284	48,019	49,821	51,688
5	44,935	46,507	48,134	49,940	51,813	53,756
6	46,733	48,368	50,061	51,938	53,886	55,907
7	48,601	50,303	52,063	54,015	56,041	58,142
8	50,545	52,316	54,146	56,176	58,283	60,468
9	52,567	54,408	56,310	58,423	60,615	62,888
10	54,670	56,583	58,564	60,760	63,038	65,402
11	56,857	58,847	60,907	63,191	65,561	68,018
12	59,131	61,202	63,342	65,719	68,183	70,740
13	61,496	63,649	65,877	68,347	70,910	73,569
14	62,726	64,922	67,195	69,713	72,328	75,041

APPENDIX C

2022-2023 Salary Schedule

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	38,987	40,351	41,764	43,329	44,955	46,640
2	40,546	41,965	43,434	45,061	46,753	48,505
3	42,168	43,643	45,171	46,865	48,623	50,447
4	43,854	45,390	46,978	48,739	50,568	52,463
5	45,610	47,205	48,857	50,689	52,590	54,563
6	47,434	49,094	50,812	52,718	54,695	56,746
7	49,330	51,057	52,844	54,825	56,882	59,014
8	51,303	53,100	54,958	57,019	59,157	61,375
9	53,356	55,224	57,155	59,299	61,524	63,831
10	55,490	57,432	59,443	61,672	63,984	66,383
11	57,709	59,729	61,820	64,138	66,544	69,038
12	60,018	62,120	64,292	66,704	69,206	71,801
13	62,419	64,604	66,866	69,372	71,974	74,672
14	63,667	65,896	68,202	70,759	73,413	76,166

APPENDIX D

Co-Curricular Stipends

	<u>2020-20121</u>	<u>2021-2022</u>	<u>2022-2023</u>
Athletic Director	\$2,150	\$2,175	\$2,200
Cross Country	\$1,050	\$1,075	\$1,100
Girls' Soccer	\$1,075	\$1,100	\$1,125
Boys' Soccer	\$1,075	\$1,100	\$1,125
Girls Basketball	\$1,325	\$1,350	\$1,375
Boys' Basketball	\$1,325	\$1,350	\$1,375
Cheerleading	\$1,325	\$1,350	\$1,375
Girls' Softball	\$1,025	\$1,050	\$1,075
Boys' Baseball	\$1,025	\$1,050	\$1,075
Environmental Camp Coordinator	\$1,075	\$1,100	\$1,125
Track	\$1,025	\$1,050	\$1,075
Mini Course Coordinator	\$825	\$850	\$875
Student Council	\$1,025	\$1,050	\$1,075
Yearbook	\$1,025	\$1,050	\$1,075
Drama	\$1,025	\$1,050	\$1,075
Explorers Club	\$825	\$850	\$875
Band	\$1,325	\$1,350	\$1,375
Chorus	\$1,025	\$1,050	\$1,075
Team Leaders - 4 Positions (divided equally)	\$5,300	\$5,400	\$5,500
Sub Coordinator	\$2,325	\$2,350	\$2,375
Intramurals – 3 Positions (divided equally)	\$1,125	\$1,200	\$1,275
DC Coordinator	\$2,150	\$2,175	\$2,200
DC Chaperones	\$550/person	\$575/person	\$600/person
Deerfield Fair Coordinator	\$825	\$850	\$875
Science Fair Coordinator	\$825	\$850	\$875
Teacher Mentor (per mentor)	\$1,025	\$1,050	\$1,075
Girls on the Run	\$750	\$775	\$800
STEAM Club	\$750	\$775	\$800
Cartooners Club	\$750	\$775	\$800

APPENDIX F
ENVIRONMENTAL CAMP

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. There will be one staff member per grade. If there is more than one such volunteer per grade, the stipend in Appendix D shall be divided equally among them. If there is more than one grade, there will be two stipends. The first stipend will be paid to the lead bargaining unit member and it will be what is listed in Appendix D. The second stipend will be \$600. The lead bargaining unit member may agree to conduct all duties for the trip and earn both stipends. 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.

APPENDIX G HISTORICAL TRIP

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

Historical Overnight Trip

- I. 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 a historical overnight field trip.

3. Each bargaining unit member who volunteers to attend is selected by the Administration, and attends the historical overnight field trip shall be paid \$100 for each overnight.

4. A certified staff member who volunteers as a liaison between the historical overnight field trip company, school, students, and parents concerning the historical overnight trip shall receive the stipend set forth in Appendix D, the same as the Mi-Te-Na stipend, in addition to other amounts if appropriate, such as mileage. If there is more than one such volunteer the stipend in Appendix D shall be divided equally among them. This position does not include organizations of fundraising activities. The person(s) acting in this capacity would perform the following duties.
 - a) Collection and dispersal of information pertinent to the historical overnight field trip,
 - b) Collection of forms relating to the historical overnight field trip,
 - c) Bookkeeping of individual student accounts relating to the historical overnight field trip,
 - d) Attendance at meetings concerning the historical overnight field trip during the school year,
 - e) Attendance at the overnight field trip,
 - f) Act as a liaison with the administrator(s) and parents on any questions or concerns.