



**COLLECTIVE BARGAINING AGREEMENT**

**FOR**

**RSU 22**

**CLASSROOM TEACHERS, LIBRARIANS,  
GUIDANCE PERSONNEL,  
NURSES AND TEACHERS EMPLOYED  
UNDER SPECIALLY ENDORSED CERTIFICATES**

**2015 - 2018**

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## **ARTICLE 1 – RECOGNITION**

The Board of Directors hereby recognizes the Tri-22 Education Association as the sole and exclusive bargaining agent for a teacher's bargaining unit composed of classroom teachers, librarians, guidance personnel, school nurses and teachers employed under an individual contract with RSU 22 Board of Directors and who are appropriately certified by the Commissioner of Education.

## **ARTICLE 2 - DEFINITIONS**

A. Board - Whenever the term "Board" is used, it refers to the RSU 22 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent whether member or not.

B. Gender - This Agreement shall be written in gender-neutral language.

C. Number - Whenever the singular is used it is to include the plural unless otherwise expressly provided or clearly indicated by the context.

D. School - Whenever the term "School" is used it is to include any work location or functional division.

E. Superintendent - Whenever the term "Superintendent" is used it shall include the Superintendent of Schools of RSU 22, the Assistant to the Superintendent, or any other person who the Superintendent or Board specifically designates to act for the Superintendent in any particular situation or class of situations.

F. Teacher - Whenever the term "Teacher" is used, unless otherwise expressly provided or clearly indicated by the context of this Agreement, it shall refer to all teachers defined as "public employee" in Chapter 424, Public Law 1969, as amended. However, the word "teacher" shall not include (1) evening school personnel while acting as such, (2) summer school personnel while acting as such, (3) personnel employed in a capacity or in any program which is not usually or typically associated with the regular school program or after school extra-curricular/co-curricular programs, while acting as such, and (4) principals, assistant principals, and the Assistant to the Superintendent.

G. Association - Whenever the term "Association" is used, it refers to the Tri-22 Education Association and any of its designated representatives.

H. Part-time Teacher - Whenever the term "part-time teacher" is used, it refers to those teachers whose teaching schedule is less than a standard full-time teaching schedule as compared to other elementary, middle or high school teachers.

I. Days - "Days" shall mean teacher work days during the school year and Monday through Friday excluding legal holidays during school vacations and summer recess.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

The Association recognizes that the Board has the authority and responsibility to manage and direct, on behalf of the public, the activities and operations of the School District to the extent authorized by law. The Association agrees that for the duration of the Agreement, the articles agreed upon and contained herein shall not be reopened unless by mutual agreement of the parties. Nothing herein shall be interpreted to deny teachers and/or the Association their (its) rights under Chapter 9-A, Title 26 M.R.S.A. or, the Association's right to negotiate the impact of policy changes on wages, hours and working conditions.

### **ARTICLE 4 - GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.

2. An "aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted and the Association.

#### **B. Submission of Grievance**

1. Before submission of a written grievance the aggrieved party must attempt to resolve it informally.

2. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provisions of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievances occurred, and the redress sought by the aggrieved party.

3. A grievance shall be deemed waived unless it is submitted within twenty (20) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

4. The following may submit grievances:

a. A teacher or group of teachers may submit grievances which affect them personally.

b. The Association may submit any grievance. If a grievance is limited in effect to one school, the grievance shall be submitted to the building principal. Otherwise, it shall be submitted directly to the Superintendent.

5. Any unit employee at any time may present the grievance to the public employer and have such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and if the bargaining agent's representative has been given reasonable opportunity to be present at any meeting of the parties called for the resolution of such grievance. The Association reserves the right to participate in any grievance discussion held under the terms of this Agreement.

6. An employee has the right to be represented by the Association through the Board level of the grievance procedure.

7. All meetings and/or hearings dealing with grievance or arbitration hearings shall be held in executive session unless a public session is mutually agreeable to both the Association and the Board.

## C. Procedure for Resolving Grievances

### 1. The Building Principal

a. The Building Principal shall respond in writing to each grievance received within five (5) days.

b. If the aggrieved party is not satisfied with the response of the Principal, such aggrieved party may submit a copy of the grievance to the Superintendent within ten (10) days from the date of receipt of the answer, or the due date of the answer

### 2. Superintendent of Schools

a. The Superintendent or a designated representative shall, upon request, confer with the aggrieved party and chosen representatives with respect to the grievance and shall deliver to the aggrieved party, with a copy to the Association, a written statement of the position with respect to it no later than ten (10) days after it is received by the Superintendent.

b. If the aggrieved party is not satisfied with the disposition of the grievance by the Superintendent, the grievant may, within five (5) days after the reply of the Superintendent is due, appeal to the Board.

c. In the event the Superintendent fails to provide a written decision within the required time limits, the aggrieved party or the Association may file a separate grievance directly to the Board of Directors alleging a violation of the grievance procedure by the Superintendent.

### 3. The Board

a. To carry an appeal to the Board, the aggrieved party shall submit the grievance records thus far completed to the Superintendent within five (5) days of receipt of the written position of the Superintendent.

b. The Board shall either meet with the aggrieved party and representatives within fifteen (15) days after receipt of the grievance from the aggrieved party, or if during the summer recess, at the next regularly scheduled Board meeting.

c. In order to assure impartial grievance hearings, the parties agree that discussion of the grievance with the other party should be limited to those discussions at the official hearing or during those official steps leading up to the hearing.

d. Within ten (10) days after the Board meeting at which the grievance is presented, the Board shall render its decision in writing to the aggrieved party and to the Association. In the event the Board does not provide its written decision within ten (10) days and if the Association submits the grievance to arbitration, the Board shall pay the administrative filing fees of the American Arbitration Association. If no administrative fees are required, the District shall pay its share of the arbitrator's expenses plus an amount equal to the AAA filing cost, and the Association's cost for the arbitrator shall be proportionally decreased.

e. Time limits may be extended by mutual agreement between the Board and the Association.

#### D. Arbitration

1. If an employee or the aggrieved party is not satisfied with the disposition of the grievance at the Board level, the employee or the aggrieved party may within five (5) days request in writing to the President of the Association that the grievance be submitted to arbitration.

2. The Association shall, within ten (10) days after receipt of such request, if the Association formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration.

3. The Chairman of the Board or designee and the President of the Association or designee shall, within five (5) days after such notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If an arbitrator is not mutually agreed upon, either party may request the American Arbitration Association to utilize its procedures for the selection of the neutral arbitrator, or by mutual written agreement request the Federal Mediation and Conciliation Service to utilize its procedure for the selection of the neutral arbitrator.

4. The arbitrator's decision will be in writing and will set forth the findings, reasoning and conclusions on the issues submitted. The arbitrator will be

without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding only in disputes between the parties as to the meaning or application of the specific terms of the collective bargaining agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

5. The cost of the services of the arbitrator will be borne equally by the Board and the Association except as provided for in Section C(3)(d) of this Article.

6. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise would be available, except for those rights guaranteed by law.

#### **ARTICLE 5 - TEACHING HOURS**

A. Teachers shall have a daily duty-free lunch period of twenty (20) consecutive minutes.

B. Teachers, including itinerants, leaving the building will notify the Principal's office. This does not apply to before or after school.

#### **ARTICLE 6 - NON-TEACHING DUTIES**

A. The Board recognizes the desirability of providing teacher-aides and/or clerks to perform many of the non-teaching tasks related to the classroom. However, the availability of funds for such a program must be considered. At such time as financial limitations permit, the Board agrees to employ in all schools part-time or full-time aides and/or clerks who shall perform various non-teaching duties assigned by the Principal.

B. The Board shall provide up to \$15,000 per year for the purpose of providing release time during the student day for K-5 classroom teachers to be used for planning time. This designated time is intended for teacher initiatives with minimal administrative oversight.



## ARTICLE 7 - TEACHER EMPLOYMENT

A. Upon initial employment, credit shall be given for degrees and previous experience that is directly related to the teacher's assignment in the District in accordance with the salary plan currently in effect. Related experience is defined as teaching experience in grades 7-12 for those certified 7-12, teaching experience in grades K-8 for those certified K-8, or teaching experience in special subject areas for those certified in special subject areas. Other experience in related fields shall be considered by the Superintendent in a manner consistent with standards similar to that of teacher as they relate to professional credentials and length of work years involved.

B. In recognition of the provisions of 26 M.R.S.A. § 964, the Association agrees that during the term of this Agreement or any renewal or extension thereof, neither it nor any of its agents will engage in a work stoppage, a slow down, a strike, or the blacklisting of any public employer for the purpose of preventing it from filling employee vacancies.

C. All regular bargaining unit vacancies and new positions within the bargaining unit shall be posted for a period of not less than five (5) working days. Said vacancies shall be posted on each school bulletin board with a copy sent to Association Leadership. Additionally, vacancies and new bargaining unit positions shall be posted on the District's website and email system. Vacancy notices shall be provided to any employee who has provided the Superintendent with a stamped, self-addressed envelope. A part-time teacher in the area in which the job assignment is increased shall be provided first consideration for this expanded position if he/she has the qualifications and certification for this position. First consideration shall not be interpreted to limit the part-time teacher's rights to apply for any regular or new bargaining unit vacancies.

D. Nothing in this Agreement shall be interpreted as limiting the right of the Board to subcontract work except that such subcontracting shall not cause the discharge or layoff of any unit member as defined within the Recognition clause.

## ARTICLE 8 - SALARIES

### A. Salaries.

1. The salaries of all teachers covered by this Agreement are set forth in APPENDIX A.

2. The B Scale shall apply to teachers who have fifteen (15) years of experience in the District.

3. If a teacher is absent more than 51% of the contract days in any given school year, then that teacher will not receive a step on the salary scale.

5. If a teacher is placed on an intensive assistance plan, that teacher will not advance a step on the traditional salary scale for the following year. Any teacher dissatisfied with his/her ratings and resulting denial of experience credit may request a review from a committee made up of two members of the Administration/Board and two members of the Association. Decision of the Review Committee shall be made unanimously (See Appendix D for the Intensive Assistance Procedure).

6. Part-time employees shall have pay and benefits prorated to their level of employment. The Superintendent shall determine the appropriate pro ration of wages and benefits at the time of hire.

7. Any teacher who obtains and holds a national teacher certification shall receive in addition to his/her salary an annual stipend of \$2,000. Any guidance counselor holding a national board certification for guidance counselors (NBCC) shall receive \$500 annually. Speech and language pathologists holding a certificate of clinical competence (CCC) in speech pathology shall receive \$500 annually.

### B.

1. The annual salaries of teachers shall be paid in twenty-six (26) installments due every other Friday. The first payroll shall always fall on the second Friday of September. The Board recognizes, however, that there may be occasions when circumstances dictate a need for individual teachers to receive their summer pay in a lump sum in June, provided sufficient funds are available. In the event that the number of lump sum payment requests exceeds the availability of funds, the Superintendent shall determine which requests shall be granted and

the amount to be paid on each request. Any teacher whose circumstances require a lump sum payment shall present a written request for such payment prior to March 15<sup>th</sup>. Any teacher that submitted a lump sum request shall be notified in writing by the Superintendent not later than April 1<sup>st</sup> as to whether the teacher's request will be granted and the amount to be paid. All authorized and required deductions shall be made from this payment so as to afford insurance coverage, etc., until the first deduction is made the following fall.

2. Teachers will have their paychecks directly deposited to their authorized financial institution(s). Teachers will receive electronic notification of that deposit.

C. When a pay day falls on a school holiday, teachers shall receive their email notification of direct deposit on the previous working day. On the first teacher workshop day of the new school year, the school calendar will be provided to each teacher denoting the pay days for that school year.

D. The schedule of pay for extra-curricular activity covered by this Agreement is set forth in APPENDIX B and it is mutually agreed:

1. All extra-curricular activity assignments shall be voluntary, and acceptance or rejection of a specific extra-curricular assignment by a teacher shall in no way affect the teacher's other conditions of employment.

2. That once having accepted an annual appointment to an extra-curricular assignment, the individual teacher shall remain in position until the end of the activity except in cases of illness or other extenuating circumstances.

3. The Board reserves the right to decide which activities will or will not be conducted and whether a position listed in APPENDIX B shall or shall not be filled. If the Board decides to terminate or not offer a particular activity for which it has already contracted, it may terminate said contract with a thirty (30) day written notice to the teacher. If such notice is given at least thirty (30) days prior to the beginning of the activity, the contract may be terminated without any payments to the teacher. Otherwise, the Board agrees to pay the teacher on a pro-rated basis for that portion of the contracted services performed prior to the date of the notice, plus those that are or would have been performed during the thirty (30) day notice period.

4. Appointments to extra-curricular positions are made by the Board on an annual basis only, and no individual has a vested right to any such position. Extra-curricular positions are not covered by continuing contract provisions. Other provisions of this Agreement do not apply to positions listed in APPENDIX B unless they contain specific language extending such coverage.

5. In the event that no qualified teacher can be found who is willing to coach, direct or advise a particular extra-curricular activity, the Board reserves the right to contract with an individual or individuals outside the school system to provide the service in question. A mileage allowance may be paid at the discretion of the Board.

6. Where a teacher receives appointment to an extra-curricular assignment in this District, the teacher may, at the discretion of the Superintendent, be given salary credit for previous experience of a similar nature performed in another school system.

7. All co- and extra-curricular positions from which the previous coach/advisor has resigned, or was not reappointed, shall be advertised within the District.

8. The Association and Board agree to form a Stipend Review Committee, to be composed of a K-8 teacher appointed by the Association, a 9-12 teacher appointed by the Association, a member of the Board of Directors appointed by the Board, an administrator appointed by the Board and the Athletic Director. The Stipend Review Committee will meet as needed by a consensus of the majority, to determine (1) if the "established relative position (ERP)" criteria have changed with administrative approval, and (2) if our co/extra-curricular salaries are competitive and/or comparable with other schools. If the criteria have changed, the Stipend Review Committee will determine if the compensation needs to be changed to reflect the most recent criteria. If it is determined by our Stipend Review Committee that our co/extra-curricular salaries are not competitive and/or comparable with other schools, a recommendation will be made to the Board and the Association to increase or decrease the compensation. Any increase or decrease in stipend compensation will be submitted to the Board and the Association for ratification. Upon ratification of the Stipend Review Committee's recommendation by both parties, the stipend for the position will be increased or decreased, as appropriate, for the ensuing teacher contract year or as agreed upon

by the parties and the Superintendent shall notify the occupant of the position accordingly.

9. A new co/extra-curricular activity may be created provided it is recognized by the Superintendent. When pay is requested for said activity, the extra or co-curricular activity shall be submitted to the Board of Directors for formal recognition. If formal recognition is granted by the Board, the activity shall be forwarded to the Stipend Review Committee for a recommendation regarding an appropriate "ERP" rating. Upon completion of the rating process by the Stipend Review Committee, the Committee shall submit its rating recommendation to the Association and the Board pursuant to the procedure set forth in Section D. 8 above.

10. ERP Base Pay

2015-2016	\$105.42
2016-2017	\$107.53
2017-2018	\$109.68

11. Payment Schedule for Coaches

Upon hire, the teacher shall elect one of the following payment options:

a. Two payments - the first to be paid at the approximate middle point of the season and the second to be paid at the conclusion of the season and upon written authorization by the Athletic Director/Principal that the coaching duties have been completed. If a fall activity, the first payment shall be made on the last payroll in September, if a winter activity, the first payroll in January, and if a spring activity, the first payroll in May; or

b. A single payment to be paid at the conclusion of the season and upon written authorization by the Athletic Director/Principal that the coaching duties have been completed.

## 12. Payment Schedule for Co-Curricular Advisors

a. If a full-year activity, the teacher shall elect at the time of hire one of the following three (3) payment options:

1. Two payments - the first to be paid at the approximate middle point of the activity and the second to be paid at the conclusion of the activity. If this option is selected the first payment shall be made in the first payroll of December and the second payment in the first payroll of June; or

2. A single payment to be paid at the conclusion of the activity; or

3. Payment to be incorporated into the teacher's regular paycheck.

b. If less than a full-year activity, the teacher shall elect at the time of hire one of the following two (2) payment options:

1. Two payments - the first to be paid at the approximate middle point of the activity and the second to be paid at the conclusion of the activity.

2. A single payment to be paid at the conclusion of the activity.

## E. Mileage

If mileage reimbursement receives prior written approval of the Superintendent or if a teacher is required to travel on a regular basis to meet the teacher's job responsibilities, the mileage rate to be paid will be the rate on July 1<sup>st</sup> of the current fiscal year as established by the IRS.

## **ARTICLE 9 - TEACHER FACILITIES**

The Board will attempt to provide facilities for teachers who work in more than one (1) building to permit the effective discharge of their responsibilities to students.

## ARTICLE 10 - SICK LEAVE

### A. Personal Sick Leave

1. Teachers in their second year or more of District employment shall be entitled to fifteen (15) personal sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Teachers in their first year of District employment shall be entitled to fifteen (15) days of sick leave as of the first official day that the teacher actually begins work. However, should any teacher resign having used more sick leave days than the teacher has earned at the rate of 1-1/2 days per month, the teacher will forfeit pay for the unearned days used. Unused sick leave shall accumulate to a maximum limit of one hundred thirty-five (135) days. Once the annual entitlement reaches the 135 days limit as of the beginning of any year, a teacher is not entitled to any days beyond 135 days, even if the annual 15 days would exceed 135 days. Part-time teachers shall accumulate sick leave on a pro-rated basis equivalent to their part-time assignments. A teacher, who is employed after the beginning of the school year, shall be immediately credited with all entitled sick leave pro-rated from the date of employment to the end of the school year. Sick leave shall cover only urgent doctor's visits, personal illness or injury on the part of the teacher or family sick leave as in Article 10-B.

2. Sick leave shall not be permitted for elective surgery and associated recuperation time (i.e., surgery performed on a date selected by the teacher) if, in the attending physician's opinion, the surgery and recuperation time could be scheduled during a time when schools are not in session without being detrimental to the health of the teacher. However, should complications arise out of the elective surgery; accumulated sick leave may be used for all days of school absence.

3. It is understood that sick leave will not be used for routine medical and dental appointments. If necessary, a teacher may leave immediately after student dismissal for prescheduled dental and/or medical appointments.

4. Disability due to pregnancy shall be treated as any other sick leave. Such leave shall commence when the health of the teacher, as verified in writing by her physician, will be affected by her continuing to teach. A teacher shall return to work after a pregnancy as soon as her physician verifies that she is physically

able to perform her contractual duties, usually six (6) weeks or less in cases of normal delivery.

5. The Board shall provide a written statement for every teacher at the beginning of each school year indicating the teacher's unused sick leave credit.

6. Any teacher who uses ten (10) or more days of this sick leave in a school year, and any teacher who uses seven (7) or more days of sick leave each year for a period of three (3) years, upon request of the Board, shall be examined by the physician designated by the Board to determine whether the teacher is healthy enough to perform all of the functions of a teacher. The cost of the examination will be borne by the Board. Prior to making such a requirement, the Board will afford the teacher an opportunity to explain the circumstances requiring the leave.

7. In any case where the health of a teacher makes his/her continued employment questionable, the Board may require medical examinations administered to the teacher by a physician or physicians selected by the Board. The cost of such examination(s) shall be borne by the Board and the results shall be submitted to the Board and the teacher.

8. Any teacher who is found to have misused the sick leave provisions of this Agreement shall be subject to the provision included in Article 12 – Leaves of Absence D.2 of this Agreement.

## B. Family Sick Leave

Up to fifteen (15) personal sick leave days per year may be used to care for a spouse, children, parents, or other persons with the Superintendent's approval. Up to fifteen (15) personal sick leave days per year may be used to care for children immediately following parenthood. Such days shall be deducted from personal sick leave. Under this provision the maximum number of sick leave days used shall not exceed fifteen (15) days.

## C. Sick Leave Pool

1. Each teacher who wishes to become a member of a sick leave pool shall contribute one (1) day of fifteen (15) days of annual entitlement of sick leave



to a sick leave pool on September 1<sup>st</sup> of each year. This will reduce the teacher's annual entitlement to fourteen (14) days. The maximum number of days allowed in the pool shall be one hundred eighty five (185) days. When a teacher uses up accumulated sick leave, the teacher may draw on the sick leave pool. Any days remaining in the pool at the end of the year may be carried forward up to the amount necessary to increase individual teacher sign-up total to the aforesaid one hundred eighty five (185) days. The Superintendent shall provide the Association with an annual report of days carried forward.

2. The Board may request a statement from a physician substantiating the facts regarding a claim.

3. Withdrawals from the sick leave pool become subject to review by the Executive Board of the Association.

4. Sick leave days contributed to the pool may not be withdrawn if the member at a later date leaves the employ of the Board or wishes to withdraw membership from the pool.

5. Members who, because of a period of illness, have exhausted their accumulated personal sick leave, and have waited five (5) days, may make application to the sick leave pool according to the following conditions:

a. The member must have been ill and absent from work without pay for at least five (5) consecutive school days. Reimbursement will be retroactive to the first day.

b. A member is eligible to draw from the sick leave pool days equal to four (4) times the member's equity in accumulated personal sick leave, provided that the total is not more than the total number of days remaining in the pool, at the member's current rate of pay. Equity in accumulated sick leave will be determined at the beginning of each school year and shall include the current year's sick days.

6. Application for withdrawal shall be made in writing and presented to Association Leadership and the Superintendent.

D. Incentive Program

Any teacher who does not use more than three (3) paid individual or family sick leave days per year shall receive during the first teacher workshop day of the next school year reimbursement equivalent to a single day's per diem, based on the average RSU 22 teacher's salary for the previous school year as determined by the Maine Department of Education.

E. Severance Provision:

Any employee who has 24 or more years teaching experience with RSU 22 shall receive payment at the employee's per diem rate of pay for up to 30 days of unused and accumulated sick leave upon severance. Teaching experience is defined as work performed as a classroom teacher, librarian, guidance personnel, nurse or teacher employed under specially endorsed certificates.

Notice of intent to sever employment shall be given to the superintendent's office by March 19 of the school year in which the compensation is to be received. This provision is not available for retirees currently receiving retirement compensation from the Maine Public Employees Retirement System.

**Note: An employee is not eligible for both the normal retirement age incentive (when offered) and the Sick Leave Severance Provision.**

## **ARTICLE 11 - SABBATICAL LEAVE**

A. The Board may grant leave of absence, not to exceed one year to a teacher for the purpose of pursuing a further course of study or to travel, to the end that the teacher may be better fitted by education and culture for the teacher's position in the schools. All leaves granted under this policy shall be subject to the following conditions:

1. Application for sabbatical leave must be submitted prior to December 1<sup>st</sup> for any leave to be taken during the succeeding school year.
2. Applications for leave shall include a description of the proposed program of study and how such study relates to the needs of the school system. (A form for this purpose is available from the Office of the Superintendent.)
3. Applicants must have completed seven (7) years of service in the system for each sabbatical.

4. The number of professional employees on sabbatical leave at any one time may be limited to one (1). The granting of sabbatical leave will be dependent on a qualified replacement being available. Applicants will be notified in writing on or before May 1<sup>st</sup> whether or not their requests for sabbatical are approved.

5. Payment will be equivalent to half pay for the period of the sabbatical. Medical and dental benefits will also be pro-rated to half. Reimbursement for professional credits shall be pursuant to Article 16.

6. Unless the teacher has been laid off, the teacher is assured of returning to the teacher's former position or to an equivalent position.

7. A teacher will be advanced on the salary schedule as though regularly employed during the period of the sabbatical.

8. A teacher receiving a sabbatical must sign an agreement to return to the District for at least two (2) years following the completion of the sabbatical, or forfeit salary paid him or her during the sabbatical period. In addition, the agreement shall contain the salary and the specific benefits that the teacher shall receive during the sabbatical leave.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **A. Paid Leaves**

The following temporary non-accumulative paid leaves of absence for teachers shall be in effect. All requests for and granting of leaves of absence under this Article shall be in writing, except for A(3) - Legal Business, A5 - Bereavement Leave, and emergency situations. Such requests shall be received in the Office of the Superintendent five (5) days in advance of the start of the leave and must be approved by the Superintendent. The Superintendent's decision shall be in writing and communicated to the teacher two (2) days before the date of the leave.

1. Personal Leave - Three (3) days of absence under the following conditions:

a. One (1) days for personal, religious, legal, business or family matters which require absence during school hours. It is understood that the day of personal leave will not be used for holiday, shopping trips, or recreational purposes including travel and will not be used to search for employment or spend time with a future employer, except in the case that an employee's position in the District is to be eliminated.

b. Two (2) days for unrestricted personal leave.

c. Any personal leave as provided in Subsection A and B above that is requested to be taken the day before or the day after a vacation period must be for an approved reason(s) and the reason(s) must be stated. A long weekend, such as Columbus Day weekend, will not be considered a vacation for this purpose.

d. Cash Incentive in lieu of Personal Leave

Any teacher who does not use any personal leave during a school year will receive a cash-in-lieu-of benefit of \$200.00. Payment shall be made during the first teacher workshop day of the next school year.

2. Professional Leave - Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Requests for such visitations must be submitted at least seven (7) days prior to the date(s) for which leave is requested and must be approved in advance by the Superintendent. The Superintendent may grant full, partial, or no reimbursement for tuition and expenses incurred in connection with workshops, seminars, conferences, in-service training sessions, or any other such activities for which teachers request leave under this Article. If mileage reimbursement receives prior written approval of the Superintendent, the mileage rate shall be the current I.R.S. mileage rate.

Additional days for the purpose of serving in an elected position in a professional/educational organization may be granted by the Superintendent.

3. Legal Business

a. Legal business is defined as time necessary for appearance in any legal proceeding connected with the teacher's employment responsibilities. A

subpoenaed teacher will be paid the difference between a regular day's pay and the statutory witness fee.

b. For teacher absences that arise due to arbitration, mediation or other legal proceedings brought about by an employment dispute between a teacher and the Board, the following shall apply:

1. The teacher who initiated the grievance or other legal proceeding, and is required to appear at said hearing during school hours, will be able to take personal leave to attend.

2. Any other employee who may be subpoenaed as a result of such a hearing, regardless of whether he/she is appearing for the Board or for the teacher, will be granted paid legal leave.

4. Summer School - Up to a total of five (5) days at the end of a school year and/or at the beginning of a school year, as may be required to attend summer school classes and/or to travel to the place where such classes are to be held.

5. Bereavement Leave

a. Up to five (5) days of leave shall be granted upon the death of a member of the teacher's immediate family. The term "immediate family" shall include grandfather, grandmother, father, mother, husband, wife, brother, sister, son, daughter, grandson, and granddaughter in natural, in-law or step relationships. In situations where a unique relationship exists between an employee and some other person over a period of time, and which evinces a state of responsibility, of caring and closeness similar to kinship, such leave may be approved by the Superintendent.

b. Funeral leave may be granted for the purpose of attending the funeral of a person not covered in 5.a above. Such leave is granted at the discretion of the superintendent.

6. Parental Leave - Immediately following parenthood, parental leave of up to five (5) days will be granted to a teacher for the purpose of caring for a newborn child or a spouse who has given birth to a newborn child or for caring for a newly adopted child. After the first 5 days any additional days shall be deducted from sick leave with the total number of days not to exceed those specified in either Article 10.A.4 or 10.B.

## B. Unpaid Leaves

The following unpaid leaves of absence for teachers shall be in effect. All requests for and granting of leaves of absence under this Article shall be in writing.

1. Special Leave - The Board agrees that a teacher shall, upon request, be granted a leave of absence without pay for two (2) years for the specific purpose of serving as President of the Maine Education Association.

2. Parental/Adoption Leave - Should a teacher desire to remain at home following parenthood for the remainder of the school year in which parenthood occurs, leave without pay may be granted by the Board at the request of the teacher.

Any teacher, prior to adopting a child, may receive leave without pay for the remainder of the school year, said leave to commence upon de facto custody of such child.

3. Military Leave - Military leave shall be granted pursuant to state and federal laws and regulations.

4. Leave for Care of Sick Family Members - A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

5. Leave for Public Office - The Board shall grant a leave of absence without pay to any teacher to serve in a public office, provided that written notice of intent to become a candidate is given at the time teacher contracts are issued.

### 6. Terms and Conditions of Unpaid Leaves

a. Upon return from leave granted pursuant to this Article, the following shall apply:

1. For purposes of calculating pay on the salary scale (Appendix A), time spent on leave shall not count as experience.

2. Leave shall not count for calculation toward acquiring continuing contract status.

3. Leave shall count as experience for calculation of salary and experience increment if granted under Article 12 B(3).

b. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the teacher upon return and the teacher shall be assigned to the same position held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

c. While on unpaid leave of more than one (1) calendar month, a teacher may elect to continue coverage under existing insurance plans provided the teacher assumes the total cost of the premium payments.

#### C. Other Leaves

1. Other leaves of absence with or without pay may be granted by the Board for good reasons.

#### D. General Provisions

1. All extensions or renewals of leaves shall be applied for and granted/denied in writing.

2. In cases of an approved unpaid leave of absence not covered under any of the existing leave policies, teachers shall experience a salary deduction for each day of absence computed at 184rd of the annual contract salary for the 2010-2011 year.

3. Unauthorized absence may be grounds for disciplinary action.

### **ARTICLE 13 - PROTECTION OF TEACHERS**

A. The Board shall reimburse a teacher an amount not to exceed \$500.00 for damage to or destruction of clothing or other personal property of the teacher while being used for school purposes during the teacher's school work year. However,

the Board shall not be liable under this section for damage or destruction resulting from proven teacher negligence. "Proven" is defined as meaning proven to the satisfaction of the insurance carrier, or, in the event that there is no insurance coverage, proven to the satisfaction of the Board. The provisions of this section shall not apply to automobiles.

B. No teacher shall bring personal property valued at \$500.00 per item or more into any school without prior approval of the Superintendent. Failure to obtain prior approval shall void the provisions of this Article. This limitation shall not apply to clothing being worn by the teacher.

C. The Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of an injury sustained in the course of the teacher's employment.

D. The Board shall make an effort to maintain safe, hazard-free working conditions.

E. The Board shall remain neutral in disputes with parents or citizens until such time as an investigation demonstrates that the teacher acted contrary to Board policy or written administrative rules and regulations.

F. Protection of Coaches/Co-Curricular Advisors. The Board shall provide the same provisions for extra-curricular coaches and co-curricular advisors as are listed in A through E of this Article.

## **ARTICLE 14 - INSURANCE**

### **A. Health Insurance**

1. For any teacher who elects during the enrollment period to participate in the health insurance program provided by the District (MEA Standard 500), the Board shall pay towards the applicable premium as listed below:



**2015 - 2018  
MEA Standard 500 Plan**

Single	100% paid by the Board
Adult w/Children	70% of difference between single and monthly premium paid by the teacher
Two Adults	Same as Adult w/Children
Family	Same as Adult w/Children

2015 - 2018 If a teacher elects under the MEA Standard or Choice Plus plan to participate in single, adult with child(ren), two-person, or family coverage, the Board shall contribute towards the coverage selected a premium amount not to exceed the premium paid under the MEA Standard 500 Plan for the selected coverage. The teacher shall be responsible for the payment of the additional premium amount.

3. Any health insurance premium paid by the teacher shall be on a pretax basis (Section 125 Plan), pursuant to the rules and regulations of the Internal Revenue Service.

a. Medical and Dependent Care Reimbursement Accounts

1. In order to enable employees to use pre-tax dollars to pay certain eligible family and health care expenses not covered by insurance, the Board agrees to make available a Medical Expense Reimbursement Account and a Dependent Care Reimbursement Account. Any start-up cost shall be shared by the Board and the Association on a 50/50 basis. Any administrative costs for individual accounts shall be paid by the participating teacher. Both accounts will be administered by the third party administrator – the Maine School Management Association’s program pursuant to a Section 125 plan.

2. The Medical Expense Reimbursement Plan and Dependent Care Reimbursement Plan will be established in conformity with the provisions of Section 125 of the Internal Revenue Code. The annual limits that a teacher may elect to contribute for the respective reimbursement plans are:

Medical Reimbursement: \$2,250

Dependent Care: \$5,000

\*and as may be indexed by the IRS in Future years\*

3. The Section 125 plan will be provided annually during the same annual enrollment period for health insurance. During the first implementation year, the enrollment period shall be determined by the vendor for these accounts. Each employee will be notified of the opportunity to make changes in the amount of income that is to be deposited to either the Medical Expense Reimbursement Account (up to the maximum amount allowed under the Board's plan document) or the Dependent Care Reimbursement Account. Any unused balance remaining in an employee's account at the end of the plan year will revert to the employer.

4. Pursuant to IRS requirements, the District has the financial obligation to cover the teacher's designated annual medical reimbursement amount until the funds have been deducted from the teacher's payroll. The parties agree that this obligation is not applicable to the Dependent Care Reimbursement Account.

4. Married couples who are both employees of the District shall be limited to the following health insurance options:

a. The Board shall pay 100% of the married couple's eligible health insurance coverage under the MEA Standard 500 Plan health insurance plan. The couple shall continue to be reimbursed for any deductible and co-payment for services received under that coverage, but in no event shall such reimbursement exceed the annual premium rate for single coverage under the MEA Standard Plan. In addition, if the couple elects to continue eligible coverage under the MEA Standard or MEA Choice Plus health insurance plan, the District shall pay towards the additional premium cost, but in no event more than one-thousand (\$1,000) dollars.

b. Married couples may individually opt for other health insurance plans available to other teachers of the District under this Agreement, but only if the cost of those plans to the District is equal to or less than the cost of the married couples' plan described in this section.

B. Co-Insurance

1. Any teacher who is now and who for the contract year (September - August) immediately prior to the date of incentive program election participated in the Board's medical insurance program or who is a newly hired teacher in any one of said years may elect one of the following medical insurance options at the beginning of the year covered by this Agreement:

Option 1. Any employee covered under a spouse's medical insurance plan and who does not subscribe to the RSU 22 plan shall have any out of pocket costs (deductible and coinsurance cost) for covered medical expenses reimbursed by the Board subject to the dollar value of a yearly premium of a single subscriber plan (MEA Standard plan). This provision shall not apply to amounts over and above the usual and customary charges that are covered by the spouse's plan. Premiums paid by the spouse shall be reimbursed to a yearly total of one thousand (\$1,000) dollars after documentation is provided the Superintendent.

Option 2. Teachers who elect this option will be given an opportunity under the terms of the flexible benefit plan to elect no medical coverage or reduced medical coverage. If a teacher elects no medical coverage or reduced coverage from the coverage the teacher is eligible to receive as a result of his/her family situation and documents that he/she is otherwise covered, the Board will reimburse the teacher one of the following amounts based on the Board's cost saved as a result of the election of reduced coverage or no coverage. The cash payments under this provision are taxable income and shall be paid to the teacher as an addition to her/his regular paychecks:

Single:	\$1,465.92
Adult with Child	\$2,480.96
Two Adults	\$3,119.19
Family	\$3,764.49

a. A teacher's election between option 1 and option 2 may not be changed during the course of the year covered by this Agreement, regardless of

whether such teacher has a family status change for the purposes of the Board's flexible benefit plan.

C. Health Insurance Study Committee

In the event of a significant issue related to health insurance coverage, the Board and Association can formulate a health insurance study committee by mutual agreement.

D. Dental

The Board will pay 100% for a single subscription or for an equal amount toward the individual's two-person or family plan. The insurance plan shall be comparable to Delta Dental Level 4.

E. 1. The Board agrees to provide coverage to teachers under the provisions of the Workers' Compensation Act. This coverage provides medical and other benefits for injuries received while in the course of the teacher's performance as an employee of the Board.

2. In case of injury covered under Workers' Compensation law, an employee will be paid from the teacher's accumulated sick leave the difference between the amount of regular pay and the amount received under Workers' Compensation. This difference shall be charged on a pro-rata basis to the employee's accumulated sick leave and will cease when the teacher's accumulated sick leave is exhausted, unless extended by act of the Board. In no case will an employee receive double compensation under both the sick leave policy and the Workers' Compensation law.

F. The Board agrees to provide liability insurance coverage for teachers, in an amount not to exceed \$300,000 per occurrence, to protect them from civil suits arising out of the performance of their duties as Board employees. Said insurance coverage is limited to bodily injury liability (including teachers' liability for corporal punishment) and property damage liability. The Board and its insurance company have no obligation to defend any teacher in a criminal case involving charges of assault, assault and battery, or intentional injury.

## **ARTICLE 15 - 403(b) SALARY REDUCTION PLAN**

A. A teacher may execute a salary reduction agreement in order to contribute to a 403(b) plan. Such salary reduction agreements shall specify the amount to be paid towards the 403(b) plan, and the contribution must be directed to a company selected by the teacher and approved by the Board. All contributions shall be made in accordance with the Tax Code and Treasury Regulations and shall not exceed the applicable contribution limits contained therein. The responsibility of the Board and the District is limited to transmitting the monies to the designated company or bank on a monthly basis and by the 15<sup>th</sup> day of the month following the most recent payrolls.

B. The Association shall indemnify and hold the Board, the Superintendent of Schools, and the District harmless against all claims and suits which may arise by reason of any action taken in making deductions of said monies and remitting the same pursuant to this Article. The teacher shall notify the Superintendent of Schools as soon as an error is detected.

C. It is the intent of the parties that the number of 403b plans are not limited or capped.

## **ARTICLE 16 - REIMBURSEMENT FOR PROFESSIONAL CREDITS**

The Board shall reimburse teachers for credit hours earned in summer session, C.E.D. programs, fees for national board certification program, or adult education programs/opportunities, subject to the following conditions:

A.

1. College or university credits earned will be reimbursed up to the current per credit charge of the University of Maine (UM) for either the undergraduate or graduate level credit hour rate. Credits will be reimbursed upon satisfactory completion of the course and the presentation of the course grade report. Satisfactory completion means the earning of a letter grade of “C” or higher.

2. The superintendent may approve reimbursement at a higher rate than the University of Maine rate for courses taken elsewhere. In such circumstances the total amount reimbursed in any one budget year shall not exceed the University of Maine per credit charge for undergraduate or graduate level courses times twelve (12).

B. All courses must be approved in advance by the Superintendent of Schools on forms provided by the Superintendent's Office. The form shall also contain the language stated in Section G of this Article pertaining to reimbursement procedures.

C.

1. Not more than twelve (12) credit hours will be reimbursed in any one budget year for any teacher. If a course begins in one budget year and ends in the next budget year, the credit hour reimbursement shall be paid in the budget year as designated by the teacher provided the number of credit hours does not exceed 12 hours.

2. In the event that a teacher is participating in an Advanced Degree Program designed to allow the teacher to obtain that degree in two years or less, the teacher may be allowed to take up to 18 credits each year for two years. Reimbursement will be at the current University of Maine graduate credit rate. The teacher will not be eligible for course reimbursement in the year following the completion of the degree program. The intent is to have a maximum of 36 credits paid in a three-year period.

D. Credits may not be carried forward for payment at a later date.

E. Credits earned in tuition-free courses are not eligible for reimbursement.

F. The Board agrees to pay the full cost of tuition and other expenses incurred in connection with workshops, seminars, conferences, in-service training sessions, licensure, or any other such activities which the teacher is requested by the Superintendent to attend. The Superintendent may grant full, partial, or no reimbursement for any of the above, when the request to attend the same has been made by the teacher.

G. In order for a teacher to receive reimbursement for any approved course(s), the teacher must submit a written request for reimbursement of the tuition rate paid by the Board within sixty (60) calendar days of receipt of written notification of satisfactory completion of the course. The sixty (60) days submission requirement may be waived by mutual written agreement between the Superintendent and the teacher.

H. District's Direct Payment Option

1. As an alternative to the above reimbursement procedure, the District shall provide any teacher who complies with the above approval procedures for course reimbursement the option of receiving a direct payment to any accredited college or university. The Superintendent shall make arrangements at the employee's request with any accredited college or university for a direct payment, provided a direct payment option is available. This direct payment option is not allowable for the payment of any courses exceeding twelve (12) credit hours per school year. In the event that the tuition cost exceeds the University of Maine tuition rate for undergraduate or graduate credits or if any other related costs exist, such cost shall be the financial responsibility of the teacher, not the District.

2. In the event that any teacher who has used this direct payment option fails to successfully complete the course(s) or to provide written verification within sixty (60) calendar days of receipt of written notification of satisfactory completion of the course, the teacher shall reimburse the District the amount of payment made on behalf of the teacher. Unless other written repayment arrangements are made with the Superintendent, any reimbursement owed to the District by the teacher shall be made by payroll deductions in six (6) consecutive payments. Full payment may be made to the business office at any time.

3. Should the teacher cease employment with the District, the amount remaining due shall be paid in full by the teacher.

4. The teacher must sign the attached payroll deduction form regarding this direct payment option prior to the implementation by the Superintendent.

#### **ARTICLE 17 - DUES DEDUCTION**

A. The Board agrees to deduct from the earnings of those teachers who provide the Board with written authorization for such deductions dues payments to the Association. Such authorized deductions shall be made from twenty-six (26) successive pay periods. Such deduction authorization shall be voluntary.

B. The Board will disburse such deducted dues payments to the Association the month following the month of deduction in which the dues were withheld.

C. The Association shall indemnify and hold the Board, the Superintendent of Schools, and the District harmless against all claims and suits which may arise by reason of any action taken in making deductions of said monies and remitting the same pursuant to this Article. The teacher shall notify the Superintendent of Schools as soon as an error is detected.

## **ARTICLE 18 - EMPLOYMENT EVALUATION**

### A. Evaluation

1. All monitoring or observation of the classroom work or performance of a teacher for the purpose of informal or formal evaluations, as defined by the Board's Professional Staff Evaluation Policy, shall be conducted openly and with full knowledge of the teacher.

2. Teachers shall be evaluated by persons certified by the Maine State Department of Education and Cultural Services to supervise instruction within the teacher's area, by the building principal, assistant principal, department head, curriculum coordinator, Superintendent of Schools, or Assistant to the Superintendent. No teacher will be subjected to a team evaluation of more than two (2) members at one time.

3. A teacher shall be given a copy within ten days of any visit or evaluation report prepared by the teacher's evaluators. No such report shall be submitted to the central office or placed in the employee's file without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

### B. Personnel Files

1. A teacher shall have the right upon request to review the content of the teacher's personnel file and to receive a copy at the teacher's expense of any document contained therein.

2. At least once every two (2) years, an employee shall have the right to indicate those documents and/or other materials in the teacher's file believed to be



obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and, if determined that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

3. No material derogatory to an employee's conduct or service, character or personality shall be placed in the teacher's personnel file unless the employee has had an opportunity to review such material and to affix a signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or designee and attached to the file copy.

4. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

5. Confidential pre-employment references are excluded from the other provisions of this Article.

#### C. Formal Complaints

1. Any formal complaints regarding any employee made to any member of the administration by any parent, student, or other person which are used in evaluating an employee shall be promptly investigated and called to the attention of the employee. A copy of the formal complaint guidelines will be provided for employees by the Superintendent.

2. Employees shall be given an opportunity to respond to and/or rebut such formal complaint.

## **ARTICLE 19 - REDUCTION IN FORCE**

### **A. Position Elimination**

1. If the Board is considering a written recommendation from the Superintendent for the elimination of any bargaining unit positions, it (or its designee) will notify the Association in writing. The Board (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit positions. The parties acknowledge that the meet and consult process may need to be expedited in order to meet the required budget deadlines.

2. A decision by the Board to eliminate any bargaining unit positions shall not be subject to the grievance procedure or arbitration.

3. In the event that the Board decides to eliminate any bargaining unit positions, it shall give the Association and all teachers in the impact area prompt written notice of the positions to be eliminated.

### **B. Seniority List**

1. Seniority will be based upon continuous years of service (regardless of assignment) within the bargaining unit, from the most recent date of hire within the RSU 22 School District. When two or more teachers have the same length of continuous service in RSU 22, the teacher with the greatest total teaching experience inside and/or outside the District shall be deemed to have the greatest seniority. Breaks in service and unpaid leaves of absences (excluding sabbaticals) will not be included in the computation of seniority.

2. Effective as of the beginning of the 2004-2005 year, part time teachers shall accrue seniority on a pro rata basis, based upon the teacher's full-time equivalent (FTE). Any part time teacher employed prior to the 2004-05 year shall be credited with seniority as though s/he were a full time teacher. Part time teachers shall be considered along with all other full time teachers in an impact area when a teaching position is eliminated. Provided, however, that in the event of the elimination of a part time teaching position a part time teacher whose contract would not otherwise be terminated may be required to choose between assuming (1) a full time position or (2) accepting a layoff.

3. Not later than October 1<sup>st</sup>, the Superintendent shall annually post a seniority list by impact area. Teachers who teach in more than one impact area shall be listed within the impact area in which the teacher spends the majority of his/her time. The list shall be posted in each building and a copy shall be provided to the Association. The Association must notify and meet with the Superintendent of any alleged discrepancies in the list no later than thirty (30) days after receipt of the list, otherwise the list shall be deemed accurate. Absent mutual agreement to modify the original list, the original seniority list shall be controlling.

C. Selection of Teachers for Layoff

1. In the event that the Board makes a decision to reduce the number of staff members due to reduced enrollment, program elimination or reduction, or any other reason, the Board shall first establish the position to be eliminated. Within that impact area, the teacher whose contract is to be terminated shall be made on the basis of the following:

a. Probationary teachers shall be laid off prior to continuing contract teachers within the impact area.

b. Within that impact area, teachers will be ranked simultaneously on factors 1-3 below. The teacher whose contract is to be terminated shall be the teacher with the fewest points earned made on the basis of the following criteria. Additionally, the teacher whose contract is to be terminated shall be given the results of the points earned on these criteria.

(1.) The qualifications of the teacher, including special training, skills or experience. Teachers can earn up to 6 points in this category based on the list below. Teachers should identify and provide evidence for their administrator(s) the necessary information to earn points.

<u>Training, skills, experience</u>	<u>point value</u>
Professional certification	1 point
conditional, transitional, provisional certification	.5 points
additional professional certification	.5 points
degree in critical area of RIF (specific to each RIF)	.5 points
Additional degrees	.5 per degree (Or 30+ hours), up to 1 point
National Board Certification	1 point
AP Certification	.5 per certification, up to 1 point

additional training (at Superintendent’s discretion)	.5 points total
facilitator of a committee	.5 points
mentor	.5 points

(2.) The teacher's effectiveness as determined by evaluation performed under the District policy on Evaluation of Professional Staff, (~~1 to 4 points~~). teachers will receive the following points as correlated to their total point score from the most recent summative evaluation:

<u>Summative Score</u>	<u>Effectiveness Rating</u>
16	6
13-15	5
12	4
8-11	3
6-7	2
5 and below	1

(3.) The teacher's length of service to RSU 22 (1/3 point for each consecutive year up to five (5) points). Leave granted pursuant to Article 12 in excess of one (1) year shall constitute a break in service unless granted under Article 12 B(3) – Military leave.

c. The impact areas for the above considerations shall be by teaching assignment as follows:

- (1.) K-5.
- (2.) 6-8.
- (3.) 9-12 for 9-12 departments.
- (4.) In specialty areas by certification and/or by licensure:

Special education K-12, Guidance K-12, Art K-12, Music K-12, Physical Education K-12, School Nurse K-12, Physical Therapist K-12, Occupational Therapist K-12, Speech Language Pathologists K-12, Speech Language Clinicians K-12, Hearing Impaired K-12, Multiple Handicapped K-12, Modern Classical Languages K-12, and other disciplines where certification is K-12.

(5.) The impact area for a teacher teaching in two impact areas will be the area in which the greater percent of the teacher's workload occurs.

d. Teachers who move from one impact area to another in RSU 22 shall retain the right to return to their former impact area.

D. In the event that a position is to be eliminated due to a reduction in force, the Superintendent will notify the affected employee(s) in writing as soon as possible but not less than ninety (90) calendar days prior to the effective date of the layoff.

E. Administrative and Board decisions concerning evaluation and the needs of the District, made in the process of initiating a reduction in force, shall not be subject to the grievance procedure.

F. Should positions become available within twenty-four (24) months of the reduction in force, teachers having been terminated under such reduction shall be given first consideration on the basis of the criteria set forth above, provided that the teachers so terminated have provided the Superintendent with a current address to which notifications of such available positions may be mailed.

## **ARTICLE 20 - TEACHER RIGHTS**

### **A. Just Cause**

No continuing contract teacher shall be disciplined in writing, suspended, dismissed, or non-renewed without just cause.

### **B. Written Notice**

Whenever a teacher is required to appear before the Board or any committee thereof, concerning any matter which could adversely affect the continuation of that teacher in office, position or employment, or the salary or any increment pertaining thereto, then the teacher shall be given at least three (3) days prior written notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the teacher during such meeting or interview.

C. Suspension

Any suspension of a teacher pending the conclusion of the Superintendent's investigation shall be with pay.

D. Hearing

No teacher shall be suspended for a period in excess of thirty (30) calendar days without a hearing(s) and/or other means of processing the charges. A final administrative decision regarding suspension must be made within 30 days of initial suspension.

**ARTICLE 21 - LENGTH OF WORK YEAR**

A. The 2015-2018 teacher work years shall be 184 in-school days of which one day will be the teacher preparation day and the one additional day shall be used as determined by the Superintendent.

B. Special Education Teachers' Work Schedule

1. Day Treatment

a. The Association and the Board of Directors recognize the unique value and extraordinary time commitment required of special education teachers required to participate in the "day treatment program."

b. Provided the District continues to receive funding for this program and provided the District continues its participation, the following conditions shall be implemented:

1. Any day treatment teacher with three or more day treatment students, shall be provided the following release time to fulfill this program's responsibilities:

(i) One half (1/2) day per month of release time with District substitute coverage provided; and

(ii) one day each quarter of release time with District substitute coverage provided.

2. Any newly hired special education/day treatment teacher shall be required to attend, in addition to any other required orientation days, one (1) orientation day designated for day treatment training. Teachers shall be compensated at the District's summer rate.

## 2. Additional Work Hours

Special Education paperwork and tasks, to be done before and/or after the school year, deemed essential or due by a specified deadline, may be paid at the summer rate upon prior written approval of the Superintendent or designee.

## C. Part-time Teachers

The principal and the part-time teacher will meet to document the logistics of attendance at meetings, workshops and other conditions necessary. Any unresolved issues shall be submitted to the Superintendent, whose decision shall be final.

## **ARTICLE 22 – NON DISCRIMINATION**

The Board and the Association agree that neither shall discriminate against any teacher, whether or not a member of the Association, on the basis of race, creed, color, national origin, age, sex, physical or mental disability, sexual orientation, marital status, or political beliefs or affiliations.

## **ARTICLE 23 - MISCELLANEOUS**

### A.

1. In the event that teachers are required to vacate a building and move to another building, the moving procedures surrounding the transfer of the teachers' educational materials and supplies including moving assistance shall be discussed between the impacted teachers and the building administrator. In the event an agreement cannot be reached pertaining to the implementation of the moving of teaching materials, the teachers may appeal to the Superintendent and absent agreement, to the Board of Directors. In the event an agreement is not reached

with the Board of Directors, the Association shall have the right to request impact bargaining pertaining to wages, hours, and working conditions related to the moving of the impacted teachers' materials to another building.

2. There exists an “emergency or planned building alterations” protocol dated October 14, 1999 on file in the Superintendent’s Office.

## **ARTICLE 24 - JOB-SHARING**

### **A. Purpose**

To establish guidelines for voluntary job-sharing of full-time positions.

### **B. Policy**

The RSU 22 Board of Directors recognizes that the needs of individual teachers may create circumstances for job-sharing full-time positions. This policy has been established to provide for the needs of the District and individual teachers by creating a systematic, consistent and equitable method of employing teachers in job-sharing arrangements.

### **C. Procedures**

1. Applicants for job-sharing shall make a request on the job-sharing form developed by the Superintendent. The Superintendent shall decide whether a job-sharing request shall be granted. The Superintendent’s decision is final and may not be appealed to the Board. Job-sharing appointments are annual appointments by the Superintendent and must be renewed not later than April 1<sup>st</sup>.

2. The Principal and job-sharing teachers will meet to work out the logistics of attendance at meetings, workshops, hours and other conditions necessary to implement the job share. Any unresolved issues shall be submitted to the Superintendent, whose decision shall be final.

3. The salaries for the participating teachers in a job-sharing position shall be based on their respective salary step on the salary schedule.



4. If a job-share teacher is required to work beyond the normal job-sharing time requirement such as an in-service day, the teacher shall receive additional compensation based on pro-ration of the teacher's per diem.

5. Each job-share teacher shall receive one full year credit of seniority and advancement on the salary schedule for each job-shared year.

6. With respect to returning to their regular teaching positions, the specific positions shall be determined by the Superintendent at the time the job-sharing positions are granted, i.e. which teachers are entitled to which full-time teaching positions. In the event that either position was eliminated during the job-share period, the teacher's eligibility for a teaching position shall be determined pursuant to the reduction-in-force criteria.

7. The job-sharing hours for each teacher and respective pro-rated salary and benefits shall be determined by the Superintendent.

#### **ARTICLE 25 - DURATION OF AGREEMENT**

A. This Agreement entered into this 25th day of May, 2016, by and between the EA22 Education Association and the RSU 22 Board of Directors, Hampden, Maine.

B. This Agreement is to become effective as of September 1, 2015, and shall remain in effect until August 31, 2018.

C. Should any part of this Agreement be found to be unlawful, that part shall become void, but all other parts shall remain in effect. Should any part be found to be unlawful, the parties agree to negotiate within ten (10) days on the impact upon the Association of the voiding of that provision.

EA22 EDUCATION ASSOCIATION

RSU 22 BOARD OF DIRECTORS

/s/ Michele Metzler  
President

/s/ Niles Parker  
Chair

/s/ Ben Johnson  
Negotiator

/s/ Richard A. Lyons  
Superintendent

/s/ Betsy Murphy  
Negotiator

/s/ Cedena McAvoy  
Negotiator

/s/ Emily Albee  
Negotiator

## APPENDIX A - SALARIES

### Salary Schedules

See attached salary schedules for 2015-2018.

### Experience

Partial experience in excess of 2 years shall count as one full year of experience - 93 days or more.

The Board agrees that no teacher hired into the system will be paid more than a teacher of similar training and experience who is already employed by the District.

### Change of Degree

The Board agrees that any teacher who changes degree status will be paid at the same rate as a presently employed teacher of similar training and experience. To be eligible to receive such a salary adjustment for the next school year, the teacher must notify the Superintendent on or before February 1<sup>st</sup> of an intent to complete this degree prior to the start of the next contract year. The salary adjustment for any teacher who changes degree status during a contract year will be effective at the start of the next contract year.

### Differential for Guidance Counselors

Guidance counselors are required to work a longer work year than that of classroom teachers. Consequently, the annual compensation for guidance counselors shall be the same as that of a teacher with the same education and experience plus payment for the additional days worked at the counselor's regular per day rate. The work year for middle and high school guidance counselors shall be 194 days. The work year for elementary (K-5) counselors shall be 189 days.

A guidance counselor, the building principal, and the Director of Guidance may agree to a shortened required work year for guidance counselors. Such mutual exception shall be made on an annual basis and shall be in writing and

provided to the Superintendent. In such instance, the guidance counselor's salary shall be reduced on a per diem basis for any reduced days of required work.

Guidance counselors with day treatment responsibilities who hold a professional licensure shall be paid up to \$300 every two years.

Notwithstanding the extended work year for K-8 Guidance Counselors provision pursuant to Appendix A - Differential for Guidance Counselors of the Teachers' Collective Bargaining Agreement, a guidance counselor, the building principal, and the Director of Guidance may agree to a shortened required work year. Such mutual exception shall be made on an annual basis and shall be in writing and provided to the Superintendent. In such instance, the guidance counselor's salary shall be reduced on a per diem basis for any reduced days of required work.

#### Nurses' Salary

Nurses possessing at least a Bachelor's degree employed under this Agreement shall be paid on the teacher's scale. In the case of non-degree nurses, they will be paid on a base pay of \$14,500 per annum with an experiential credit per year of experience equal to that of the average percentage increments of the teacher's scale. In the case of a non-degree nurse, the progression on this scale is dependent upon the individual achieving at least six (6) credit hours per year while matriculating toward a professional degree.

#### Advanced Degree Scale

The Advanced Degree Scale shall apply to those teachers with an earned Doctorate, C.A.S., 2<sup>nd</sup> Masters, or 30+ credits acquired while matriculating toward a second advanced degree. Credits earned at random will not apply.

#### Orientation for New Teachers

All new teachers will attend orientation day(s) as determined by the Superintendent and shall be compensated at a summer rate as determined by the Superintendent.

## APPENDIX A - SALARIES

Salary schedule for 2015-2016

	EXP	STEP	BA	MA	MA+30
	0	0	32,200	34,536	37,043
	1	1	32,200	34,536	37,043
	2	2	33,200	35,609	38,194
	3	3	34,000	36,409	38,994
	4	4	35,200	37,755	40,497
	5	5	35,500	38,055	40,797
	6	6	36,250	38,882	41,705
	7	7	37,332	40,042	42,951
	8	8	38,445	41,237	44,233
	9	9	39,593	42,468	45,554
	10	10	40,775	43,737	46,915
	11	11	41,992	45,043	48,316
	12	12	43,246	46,388	49,760
	13	13	44,537	47,774	51,246
	14	14	45,961	49,246	52,772
	15	15	47,311	50,695	54,327
	16	16	49,202	52,688	56,428
	17	17	50,002	53,488	57,228
	18	18	50,002	53,488	57,228
	19	19	50,002	53,488	57,228
	20	20	53,738	57,555	61,651
	21	21	54,538	58,355	62,451
	22	22	54,538	58,355	62,451
	23	23	54,538	58,355	62,451
top	24	24	60,170	64,350	68,835
	25	25	60,170	64,350	68,835
B-Scale	15	15	48,702	52,188	55,928
	16	16	50,634	54,225	58,077
	17	17	51,434	55,025	58,877
	18	18	51,434	55,025	58,877
	19	19	51,434	55,025	58,877
	20	20	55,307	59,238	63,457
	21	21	56,107	60,038	64,257
	22	22	56,107	60,038	64,257
	23	23	56,107	60,038	64,257
top	24	24	61,888	66,193	70,813
	25	25	61,888	66,193	70,813

\* Grandfathering merit for the two cycles for which merit has been paid; see Association President for individual earnings.

**APPENDIX A - SALARIES**

Salary schedule for 2016-2017

	EXP	STEP	BA	MA	MA+30
	0	0	32,400	34,736	37,243
	1	1	32,400	34,736	37,243
	2	2	33,400	35,809	38,394
	3	3	34,200	36,609	39,194
	4	4	35,400	37,955	40,697
	5	5	36,200	38,755	41,497
	6	6	36,950	39,582	42,405
	7	7	37,532	40,242	43,151
	8	8	38,645	41,437	44,433
	9	9	39,793	42,668	45,754
	10	10	40,975	43,937	47,115
	11	11	42,192	45,243	48,516
	12	12	43,446	46,588	49,960
	13	13	44,737	47,974	51,446
	14	14	46,161	49,446	52,972
	15	15	47,511	50,895	54,527
	16	16	49,402	52,888	56,628
	17	17	50,202	53,688	57,428
	18	18	51,202	54,688	58,428
	19	19	51,202	54,688	58,428
	20	20	53,938	57,755	61,851
	21	21	54,738	58,555	62,651
	22	22	55,738	59,555	63,651
top	23	23	61,085	65,265	69,750
	24	24	61,085	65,265	69,750
	25	25	61,085	65,265	69,750
B-Scale	15	15	48,902	52,388	56,128
	16	16	50,834	54,425	58,277
	17	17	51,634	55,225	59,077
	18	18	52,634	56,225	60,077
	19	19	52,634	56,225	60,077
	20	20	55,507	59,438	63,657
	21	21	56,307	60,238	64,457
	22	22	57,307	61,238	65,457
top	23	23	62,803	67,108	71,728

	24	24	62,803	67,108	71,728
	25	25	62,803	67,108	71,728

\* Grandfathering merit for the two cycles for which merit has been paid;  
see Association President for individual earnings.

**APPENDIX A - SALARIES**

Salary schedule for 2017-2018

	EXP	STEP	BA	MA	MA+30
	0	0	33,150	35,486	37,993
	1	1	33,150	35,486	37,993
	2	2	34,150	36,559	39,144
	3	3	34,950	37,359	39,944
	4	4	36,150	38,705	41,447
	5	5	36,950	39,505	42,247
	6	6	37,850	40,482	43,305
	7	7	38,432	41,142	44,051
	8	8	39,545	42,337	45,333
	9	9	40,693	43,568	46,654
	10	10	41,875	44,837	48,015
	11	11	43,092	46,143	49,416
	12	12	44,346	47,488	50,860
	13	13	45,637	48,874	52,346
	14	14	47,061	50,346	53,872
	15	15	48,411	51,795	55,427
	16	16	50,302	53,788	57,528
	17	17	51,102	54,588	58,328
	18	18	52,102	55,588	59,328
	19	19	53,102	56,588	60,328
	20	20	54,838	58,655	62,751
	21	21	55,638	59,455	63,551
	22	22	56,638	60,455	64,551
top	23	23	61,985	66,165	70,650
	24	24	61,985	66,165	70,650
	25	25	61,985	66,165	70,650
B-Scale	15	15	49,802	53,288	57,028
	16	16	51,734	55,325	59,177
	17	17	52,534	56,125	59,977
	18	18	53,534	57,125	60,977
	19	19	54,534	58,125	61,977

	20	20	56,407	60,338	64,557
	21	21	57,207	61,138	65,357
	22	22	58,207	62,138	66,357
top	23	23	63,703	68,008	72,628
	24	24	63,703	68,008	72,628
	25	25	63,703	68,008	72,628

\* Grandfathering merit for the two cycles for which merit has been paid;  
see Association President for individual earnings.



**APPENDIX B – EXTRA DUTY PAY**

Teachers who perform duties covered by the extra duty pay schedule will be paid according to the following schedule.

Stipend = Base Pay & Experience Factor

Established Relative Position ERP	2015-16 Base Pay \$105.42	Established Relative Position ERP	2015-16 Base Pay \$105.42
48	\$5,060.16	24	\$2,530.08
47	\$4,954.74	23	\$2,424.66
46	\$4,849.32	22	\$2,319.24
45	\$4,743.90	21	\$2,213.82
44	\$4,638.48	20	\$2,108.40
43	\$4,533.06	19	\$2,002.98
42	\$4,427.64	18	\$1,897.56
41	\$4,322.22	17	\$1,792.14
40	\$4,216.80	16	\$1,686.72
39	\$4,111.38	15	\$1,581.30
38	\$4,005.96	14	\$1,475.88
37	\$3,900.54	13	\$1,370.46
36	\$3,795.12	12	\$1,265.04
35	\$3,689.70	11	\$1,159.62
34	\$3,584.28	10	\$1,054.20
33	\$3,478.86	9	\$948.78
32	\$3,373.44	8	\$843.36
31	\$3,268.02	7	\$737.94
30	\$3,162.60	6	\$632.52
29	\$3,057.18	5	\$527.10
28	\$2,951.76	4	\$421.68
27	\$2,846.34	3	\$316.26
26	\$2,740.92	2	\$210.84
25	\$2,635.50	1	\$105.42

Established Relative Position ERP	2016-17 Base Pay \$107.53	Established Relative Position ERP	2016-17 Base Pay \$107.53
48	\$5,161.44	24	\$2,580.72
47	\$5,053.91	23	\$2,473.19
46	\$4,946.38	22	\$2,365.66
45	\$4,838.85	21	\$2,258.13
44	\$4,731.32	20	\$2,150.60
43	\$4,623.79	19	\$2,043.07
42	\$4,516.26	18	\$1,935.54

41	\$4,408.73		17	\$1,828.01
40	\$4,301.20		16	\$1,720.48
39	\$4,193.67		15	\$1,612.95
38	\$4,086.14		14	\$1,505.42
37	\$3,978.61		13	\$1,397.89
36	\$3,871.08		12	\$1,290.36
35	\$3,763.55		11	\$1,182.83
34	\$3,656.02		10	\$1,075.30
33	\$3,548.49		9	\$967.77
32	\$3,440.96		8	\$860.24
31	\$3,333.43		7	\$752.71
30	\$3,225.90		6	\$645.18
29	\$3,118.37		5	\$537.65
28	\$3,010.84		4	\$430.12
27	\$2,903.31		3	\$322.59
26	\$2,795.78		2	\$215.06
25	\$2,688.25		1	\$107.53

Established Relative Position ERP	2017-18 Base Pay \$109.68		Established Relative Position ERP	2017-18 Base Pay \$109.68
48	\$5,264.64		24	\$2,632.32
47	\$5,154.96		23	\$2,522.64
46	\$5,045.28		22	\$2,412.96
45	\$4,935.60		21	\$2,303.28
44	\$4,825.92		20	\$2,193.60
43	\$4,716.24		19	\$2,083.92
42	\$4,606.56		18	\$1,974.24
41	\$4,496.88		17	\$1,864.56
40	\$4,387.20		16	\$1,754.88
39	\$4,277.52		15	\$1,645.20
38	\$4,167.84		14	\$1,535.52
37	\$4,058.16		13	\$1,425.84
36	\$3,948.48		12	\$1,316.16
35	\$3,838.80		11	\$1,206.48
34	\$3,729.12		10	\$1,096.80
33	\$3,619.44		9	\$987.12
32	\$3,509.76		8	\$877.44
31	\$3,400.08		7	\$767.76
30	\$3,290.40		6	\$658.08
29	\$3,180.72		5	\$548.40
28	\$3,071.04		4	\$438.72

27		\$2,961.36		3	\$329.04
26		\$2,851.68		2	\$219.36
25		\$2,742.00		1	\$109.68

Experience      Percentage of Base Pay

1 year	106%
2 years	109%
3 years	112%
4 years	115%
5 years	118%
6 years	121%
7 years	124%
8 years	127%

**APPENDIX C - COURSE REIMBURSEMENT**

**RSU 22 DIRECT PAYMENT OPTION**

**EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION FORM**

I agree that the following charges of \$ \_\_\_\_\_ will be paid by the District on my behalf, in the form of a direct payment option for any approved educational course pursuant to Article 16 - Reimbursement for Professional Credits of the existing Collective Bargaining Agreement.

In the event that I do not successfully complete the course(s) or do not provide within sixty (60) calendar days of receipt of written notification of satisfactory completion of the course, I shall reimburse the District the amount of payment made on my behalf. Unless other repayment arrangements are made with the Superintendent in writing, any reimbursement owed to the District by me shall be made by payroll deduction in six (6) consecutive payments. Full payment may be made to the business office at any time.

It is also my understanding that should I end my employment with the District for any reason, I remain liable for the above mentioned debt and any remaining balance.

Course Title: \_\_\_\_\_

Number of credit hours: \_\_\_\_\_

Institution: \_\_\_\_\_

Starting date: \_\_\_\_\_ Ending date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

## **APPENDIX D - INTENSIVE ASSISTANCE PROCEDURE**

When a continuing contract faculty member is not meeting one or more standards as set forth by the district's professional evaluation matrix, that faculty member will be placed on Intensive Assistance. The determination that a faculty member is not meeting the standard(s) will be made by the faculty member's supervisor after consultation with the superintendent. The purpose of intensive assistance is to improve the performance of the faculty member.

Except in disciplinary situations, or in the case of health, safety or legal violations, prior to being placed on Intensive Assistance, the faculty member shall have been provided specific written information regarding the standard(s) that are not being met, and recommendations as to how to improve to meet the standard(s). Should sufficient improvement not occur, the faculty member shall be provided additional written documentation regarding the deficiencies which have not been satisfactorily ameliorated, and that Intensive Assistance will occur if the faculty member continues to fail to meet the standard(s). This written documentation shall be provided to the superintendent at the time it is provided to the faculty member.

Intensive Assistance is a performance designation that follows classroom observations/evaluation. The teacher's collective bargaining agreement, Title 2--A Maine Education and School Statutes, and Federal Law are also incorporated. Faculty members may choose to have Association representation involved throughout the process.

Step 1 \_\_\_\_\_ Through a formative observation, summative evaluation, classroom observation, or a non-classroom observation a supervisor identifies standard(s) not being met. The supervisor then has a conversation with the faculty member including specific written information regarding any standard in question, and recommendations as to how to improve and meet the standard(s). The faculty member signs the written documentation, recognizing the conversation.

Step 2 \_\_\_\_\_ Supervisor, with faculty member's input, identifies resources (people, professional literature, professional development activities) needed to improve and meet the standard(s). Supports(s), if needed, are put into place to help the teacher improve to an effective level within a designated time period.

Step 3 \_\_\_\_\_ Should sufficient improvement not occur, the faculty member shall be provided with additional written documentation regarding the specific standard(s) that are still deficient, and informed that Intensive Assistance will occur if the faculty member continues to fail to meet the standard(s). This written documentation shall be provided to the faculty member who will sign the documentation recognizing the conversation.

Intensive Assistance:

Step 4 \_\_\_\_\_ Supervisor, with faculty member's input, develops an action plan and timeline to address deficient standard(s). The plan must include components which clearly indicate how the faculty member will demonstrate improvement in the standard(s) not being met. The components must be clear and measurable.

Step 5 Supervisor and faculty member identify resources (people, professional literature, professional development activities) that the faculty member can utilize to implement the action plan designed to address the deficient standard(s).

Step 6 Supervisor monitors the action plan, providing regular written feedback to the faculty member regarding progress made.

Step 7 Supervisor determined that the faculty member meets the standard(s) and recommends to the superintendent that the faculty member's contract be renewed.

OR

Supervisor determines that the faculty member does not meet the standard(s) and recommends to the superintendent that the faculty member's contract not be renewed.