

**COLLECTIVE BARGAINING AGREEMENT FOR  
RSU 22 CLASSROOM TEACHERS, LIBRARIANS,  
GUIDANCE PERSONNEL, NURSES AND  
TEACHERS EMPLOYED UNDER SPECIALLY  
ENDORSED CERTIFICATES**

2020-2021



Article	Page
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - DEFINITIONS	1
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4- TEACHING HOURS	2
ARTICLE 5 - NON-TEACHING DUTIES	2
ARTICLE 6 - TEACHER EMPLOYMENT	2
ARTICLE 7 - SALARIES	3
ARTICLE 8 - EXTRA DUTY ASSIGNMENTS	4
ARTICLE 9 - SICK LEAVE	6
ARTICLE 10 - SABBATICAL LEAVE	8
ARTICLE 11 - LEAVES OF ABSENCE	9
ARTICLE 12 - PROTECTION OF TEACHERS	11
ARTICLE 13 - INSURANCE	12
ARTICLE 14 - 403(b) SALARY REDUCTION PLAN	15
ARTICLE 15 - REIMBURSEMENT FOR PROFESSIONAL CREDITS	15
ARTICLE 16 - DUES DEDUCTION	16
ARTICLE 17 - EMPLOYMENT EVALUATION	16
ARTICLE 18 - REDUCTION IN FORCE	17
ARTICLE 19 - TEACHER RIGHTS	20
ARTICLE 20 - LENGTH OF WORK YEAR	20
ARTICLE 21 - NON DISCRIMINATION	20
ARTICLE 22 - GRIEVANCE PROCEDURE	21
ARTICLE 23 - MISCELLANEOUS	23
ARTICLE 24 - JOB-SHARING	24
ARTICLE 25 - DURATION OF AGREEMENT	25
APPENDIX A - SALARIES	26
APPENDIX B - EXTRA DUTY PAY	27
APPENDIX C- INTENSIVE ASSISTANCE PROCEDURE	31
SALARY SCHEDULE	33

## **ARTICLE 1 - RECOGNITION**

The Board of Directors hereby recognizes the EA22 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. Association - Whenever the term "Association" is used, it refers to EA22 and any of its designated representatives.

B. 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.

C. Days - "Days" shall mean teacher work days.

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

E. Immediate Family- "immediate family" shall include grandparent, parent, spouse, sibling, child and grandchild including in-law or step relationships.

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

G. 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.

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

I. 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.

J. 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.

**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 - 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 5 - NON-TEACHING DUTIES**

A. Given sufficient funding, the Board agrees to employ in all schools part-time or full-time support staff who shall perform various non-teaching duties assigned by the Principal.

B. The Board shall provide \$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 6- 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. The Superintendent shall consider other experience in related fields in augmenting the degree status or years of experience.

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 internally for a period of not less than five (5) working days prior to posting externally unless by mutual agreement between the Board and Association. Said vacancies shall be posted on each school bulletin board as well as sent through district e-mail with a copy sent to Association Leadership. Additionally, vacancies and new bargaining unit positions shall be posted on the District's website. 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. 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 7- 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 51% or more of the contract days in any given school year, then that teacher will not receive a step on the salary scale.
4. 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 C for the Intensive Assistance Procedure).
5. Part-time employees shall have pay and benefits prorated to their level of employment. The Superintendent shall determine the appropriate proration of wages and benefits at the time of hire.
6. Any teacher who obtains and holds a National Teacher Certification shall receive in addition to his/her salary an annual stipend of \$4,000 in 2020-2021. Any guidance counselor holding a national board certification for guidance counselors (NBCC) shall receive \$625 annually. Speech and language pathologists holding a certificate of clinical competence (CCC) in speech pathology shall receive \$625 annually.

### **B. Payment Schedules**

1. The annual salaries of teachers shall be paid in twenty-six (26) installments due every other Friday.
2. Any teacher who desires a summer pay only lump sum payment shall present a written request for such payment prior to March 15th. Any teacher who has requested the lump sum payment shall be notified in writing by the Superintendent ~~not~~ no later than April 1st as to will be granted (based on the availability of funds) and the teacher's request 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.
3. Teachers will have their paychecks directly deposited to their authorized financial institution(s). Teachers will receive email notification of that deposit.
4. 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.

### C. Mileage

If a teacher receives prior written approval for mileage reimbursement from 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 1st of the current fiscal year as established by the IRS.

## **ARTICLE 8: EXTRA DUTY ASSIGNMENTS**

### A. Co and Extra Curricular Activities

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

### B. Definitions:

1. Stipend: the pay rate attached to any activity, as determined by the Stipend Review Committee (description below).

### C. Activity Assignments

1. All activity assignments shall be voluntary, and acceptance or rejection of a specific 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 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 prorated 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 positions are made by the Board on an annual basis only, and no individual has a vested right to any such position. Such 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.  
coverage.
5. In the event that no qualified teacher can be found who is willing to coach, direct or advise a particular activity, the Board reserves the right to contract with an individual or individuals outside the school system to provide the service in question.
6. Where a teacher receives appointment to an 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 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 activity 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 activity 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 activity may be created provided it is recognized by the Superintendent. When pay is requested for said activity, the 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

2020-2021

\$116.39

11. Payment Schedule for Coaches and Co-Curricular Advisors

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

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

1. A payment incorporated in the bi-weekly payroll check September through June 30th.

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

- b. If less than a full-year activity, the teacher shall elect at the time of hire one of the following payment options:
1. Multiple payment option— payments to be made at the start and through the end of each activity (pay schedule to be determined by season and calendar year start/end dates)
  2. A single payment to be paid at the conclusion of the activity.

## **ARTICLE 9- SICK LEAVE**

### **A. Personal Sick Leave**

1. Teachers shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year. 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 135 days 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 (e.g., 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 pre-scheduled 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.

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 a salary deduction for each day of misused absence computed at 183rd of the annual contract salary for the current school year.

#### B. Family Sick Leave

Up to fifteen (15) sick leave days per year may be used to care for immediate family or other persons with the Superintendent's approval. Such days shall be deducted from 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 1st 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 at a later date.

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

a. A member of the pool is eligible to apply for up to three (3) times the number of the member's accumulated sick leave days-up to the total number of days remaining in the pool, at the member's current rate of pay. Accumulated sick leave days will be determined at the beginning of each school year and shall include the current year's sick days.

6. Application for access to the sick leave pool shall be made in writing and presented to Association Leadership and the Superintendent.

D. Severance Provision:

Any employee who has 24 or more years teaching employment 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.

A non-binding 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.

**ARTICLE 10 - 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 1st for any leave to be taken during the succeeding school year. The form for this purpose is available from the Office of the Superintendent.
2. Applicants must have completed seven (7) years of service in the system for each sabbatical.
3. 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 1st whether or not their requests for sabbatical are approved.
4. 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.
5. Unless the teacher has been laid off, the teacher is assured of returning to the teacher's former position or to an equivalent position.
6. A teacher will be advanced on the salary schedule as though regularly employed during the period of the sabbatical.
7. 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 11 - LEAVES OF ABSENCE**

### **A. Paid Leaves**

The following temporary non-accumulative paid leaves of absence for teachers shall be in effect. 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. All requests for and granting of leaves of absence under this Article shall be in writing, except for A(3) - Legal Business, A4 - Bereavement Leave, and emergency situations.

#### 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 in order to be considered for approval. A long weekend, such as Columbus Day weekend, will not be considered a vacation for this purpose.

#### 2. Professional Leave

a. 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 five (5) 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.

b. The Board agrees to pay all necessary expenses in connection with workshops, seminars, conferences, in-service training sessions which the teacher is required to attend 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 granted paid legal leave upon forfeiture of statutory witness fee payment(s) to the district for said time.

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. 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. In situations where a unique relationship exist 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. Additionally, the Superintendent may approve situations where a uniquely close relationship exists or other persons with the Superintendent's approval.

b. Funeral leave may be granted for the purpose of attending the funeral of a person not covered in 4.a above. Such leave is granted at the discretion of the superintendent.

#### 5. Parental Leave -

a. 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 in accordance with Article 10.

b. 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.

c. 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.

d. 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.

#### B. Unpaid Leaves

The following unpaid leaves of absence for teachers shall be in effect. All correspondence for -leaves of absence under this Article shall be in writing. All extensions or renewals of leaves shall be in writing. 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 183rd of the annual contract salary for the current school year. Unauthorized absence may be grounds for disciplinary action.

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. Military Leave - Military leave shall be granted pursuant to state and federal laws and regulations. Military leave shall count as experience for calculation of salary and experience increment.

3. 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 or other persons with the Superintendent's approval. Additional leave may be granted at the discretion of the Board.

4. 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.

5. 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.

b. All benefits to which a teacher was entitled at the time the leave of absence commenced, 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.

**ARTICLE 12 - PROTECTION OF TEACHERS**

A. The Board shall reimburse a teacher up to \$1,000.00 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 \$1,000.00 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 worn by the teacher or cell phones.

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. The Board shall provide the same protection provisions for extra-curricular coaches and co-curricular advisors as are listed in A through E of this Article.

### **ARTICLE 13 - 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:

2020-2021: MEA Standard 500 Plan	
Single	100% paid by the Board
Adult w/Child(ren)	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

2. 2018-2020 If a teacher elects to participate 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.

#### **B. 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.

5. 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 Choice Plus Plan.

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 Choice Plus 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 to 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:

	<u>2020-2021</u>
Single	\$1,500
Adult with Child	\$2,600
Two Adults	\$3,200
Family	\$3,800

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. Workers' Compensation

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 district 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 14 - 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 15th 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 due to the employee making a deduction of any portion of this contribution 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 15 - 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. In order for a teacher to receive reimbursement for any 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. All courses must be approved in advance by the Superintendent.

B. The reimbursement rate for Professional credits will be up to the current per credit charge of the University of Maine for either the undergraduate or graduate level regardless of the institution for which the course has been taken. The total amount reimbursed in any one budget year shall not exceed the University of Maine per credit charge for graduate level courses times nine (9). Credits will be reimbursed upon satisfactory completion of the course and the presentation of the course completion report. Satisfactory completion means the earning of a letter grade of "B" or higher. Credits may not be carried forward for payment at a later date.

### **C. Credit Hours**

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 cost does not exceed the annual allotment.

### **D. District's Direct Payment Option**

1. As an alternative to the above reimbursement procedure, the District shall provide any teacher who complies with the 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 the annual allotment. 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. Should the teacher cease employment with the District, the amount remaining due shall be paid in full by the teacher.

#### **ARTICLE 16 - 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-two (22) successive pay periods. Such deduction authorization shall be voluntary.

B. The Board will disburse via direct deposit such deducted dues payments to the Association-within a month of original receipt.

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 dues payments and remitting the same pursuant to this Article. The teacher shall notify the Superintendent of Schools as soon as an error is detected.

#### **ARTICLE 17 - 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 in accordance with state law and district policy.

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 of any document contained therein.

2. At least once a year, 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 handled according to the Guidelines for Handling Complaints Regarding Employees.

### **ARTICLE 18 - 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. 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 1st, 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	0.5 points
• additional professional certification	0.5 points
• degree in critical area of RIF (specific to each RIF)	0.5 points
• Additional degrees or 30+ hours	0.5 points, up to 1 point
• National Board Certification	1 point
• AP Certification	0.5 points per certification, up to 1 point
• additional training (at Superintendent's discretion)	0.5 points total
• facilitator of a committee	0.5 points
• mentor	0.5 points

(2.) The teacher's effectiveness as determined by evaluation performed under the District policy on Evaluation of Professional Staff. 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>
3.5 - 4	4
2.5 - 3.49	3
1.5 - 2.49	2
< 0 - 1.49	1
0	0

(3.) Length of service to RSU 22 under the teacher's contract is awarded  $\frac{1}{3}$  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 Military Leave.

#### D. Impact Area

1. The impact areas for the above considerations shall be as follows:

K-5.

6-8.

9-12 for 9-12 departments.

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.

2. 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.

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

E.. 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.

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

G. Should positions become available within twelve (12) months of the reduction in force, teachers having been terminated under such reduction shall be given first consideration, 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 19 - 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's employment or salary, then the teacher shall be given at least three (3) days prior written notice of the reason for such meeting and shall be advised that they are entitled to have a representative of the Association present to advise and represent the teacher.

### **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 20 - LENGTH OF WORK YEAR**

A. The 2020-2021 teacher work years shall be 183 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. Any newly hired special education teacher/specialist shall be required to attend, in addition to any other required orientation days, one (1) orientation day designated Special Education Training. Teachers shall be compensated at a summer rate as determined by the Superintendent.

### **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 21 - 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, gender, physical or mental disability, sexual orientation, marital status, religion, or political beliefs or affiliations.

## **ARTICLE 22 - 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.
3. Time limits may be extended by mutual agreement between the Association and the Board.

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

1. Each grievance shall be submitted in writing 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 grievance occurred, and the redress sought by the aggrieved party.
2. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
3. The following may submit a grievance:
  - a. A teacher or group of teachers may submit a grievance which affects 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.
4. Any employee at any time may present a grievance to the district and have such grievance adjusted without representation from the Association as long as the adjustment is consistent with the terms of the current collective bargaining agreement and the Association has been given reasonable opportunity in writing to be present. The Association reserves the right to participate in any grievance discussion held under the terms of this Agreement.
5. Any employee has the right to be represented by the Association through the Board level of the grievance procedure.
6. 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. Prior to submitting a written grievance, the aggrieved party must attempt to resolve it informally at the lowest level possible.

## 2. Administration

a. The administrator 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 administrator, 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.

## 3. 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.

## 4. 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 meet with the aggrieved party and representatives within fifteen (15) days after receipt of the grievance from the aggrieved party.

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.

#### D. Arbitration

1. If an Association member is not satisfied with the disposition of the grievance at the Board level, the member 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 Chair 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 violates 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(4)(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 23 - MISCELLANEOUS**

##### A. Movement of Teaching Assignment to a New Building

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 1st.
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 proration 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 prorated salary and benefits shall be determined by the Superintendent.

ARTICLE 25 - DURATION OF AGREEMENT

A. This Agreement entered into this 9th day of April, 2020, 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, 2020, and shall remain in effect until August 31, 2021.

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.

/s/ Cedena McAvoy, Chief Negotiator *CM*

/s/ Michele Metzler, Negotiator *MM*

/s/ Brooke Boulanger, Negotiator *Brooke Boulanger*

/s/ Betsy Murphy, Negotiator *BM*

/s/ Regan Nickels, Assistant Superintendent, Chief Negotiator *Regan Nickels 4/9/20*

/s/ Richard A. Lyons, Superintendent

/s/ John Coggeshall, Negotiator *John P. Coggeshall 4-13-2020*

/s/ Lester French, Negotiator *Lester French 4-14-2020*

/s/ Allan Gordon, Negotiator *Allan G. Gordon 4-13-2020*

/s/ Trish Hayes, RSU 22 Accountant *Trish Hayes*

## **APPENDIX A - SALARIES**

### **A. Salary Schedules**

See attached salary schedules for 2020-2021.

### **B. Experience**

Partial experience of 51% FTE or more for 2 years shall count as one full year of experience.

C. 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.

### **D. 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 March 1st 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.

### **E. Differential for Guidance Counselors**

1. 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 diem rate. The work year for middle and high school guidance counselors shall be 193 days. The work year for elementary (K-5) counselors shall be 186 days.

2. 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.

### **F. 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.

### **G. Advanced Degree Scale**

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

### **H. 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 B- EXTRA DUTY PAY**

A. Teachers who perform duties covered by the extra duty pay schedule will be paid according to the following schedule. See attached pay schedule for 2020-2021.

Stipend = Base Pay & Experience Factor

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%

B. ERP LIST  
Hampden Academy

Activity	ERP	Activity	ERP
Art Club Advisor	12	Intramurals Director	24
Fine Arts Academic Team & Support Leader	23	Jazz Band/Jazz Lab Advisor	25
Attendance Assistant	23	Junior Class Advisor	12
Band Director	25	Key Club Advisor	16
Baseball- Varsity Head Coach	40	Latin Club Advisor	12
Baseball Coach JV	20	Leaders Club Advisor	16
Baseball Coach Freshman	18	Math Academic Team & Support Leader	23
Basketball Boys Head Coach	48	Math Team Advisor	12
Basketball Boys JV Coach	29	Foreign Language Team & Support Leader	23
Basketball Freshman Boys Coach	24	Mock Trial Advisor	24
Basketball Freshman Girls Coach	24	National Honor Society Advisor	12
Basketball Girls JV Coach	29	Outdoor Track Assistant Coach (3)	22
Basketball Girls Varsity Coach	48	Outdoor Track Head Coach	40
Beekeeping Club Advisor	16	Science Team & Support Leader	23
Cheering Varsity Winter Coach	42	Senior Class Advisor	12
Cheering JV coach	23		
Cheering Fall Coach	24	Show Choir Director	20
Chess Team Advisor	23	Ski Alpine Assistant Coach	18
Choral Accompanist	39	Ski Alpine Head Coach	31
Chorus Director	20	Ski Nordic Assistant Coach	14
Computer Club Advisor	12	Ski Nordic Head Coach	28
Cross Country Assistant Coach	20	Soccer Boys JV Coach	20
Cross Country Head Coach	40	Soccer Boys Varsity Head Coach	40
Dance Club Advisor	12	Soccer Girls JV Coach	20
Drama I Advisor	20	Soccer Girls Varsity Head Coach	40
Drama II Advisor	20	Social Studies Academic Team & Support Leader	23
Drama III Advisor	20	Softball Head Coach	40

Activity	ERP	Activity	ERP
English Academic Team & Support Leader	23	Softball JV Coach	20
Envirothon Team Advisor	16	Sophomore Class Advisor	6
Field Hockey Assistant Coach	20	Spanish Club Advisor	12
Field Hockey Head Coach	40	Special Education Academic Team & Support Leader	23
Football Assistant Coach (3)	29	Special Olympics Coach	16
Football Varsity Head Coach	48	Stage Band/Jazz Ensemble Director	30
Football JV Coach (2)	29	Student Council Advisor	16
French Club Advisor	12	Swim Coach	40
Freshman Class Advisor	6	Swim Assistant Coach	20
Gifted/Talented Coordinator	23	Technology Education Academic Team & Support Leader	23
Golf Head Coach	25	Tennis Assistant Coach	18
Golf Assistant Coach	12	Tennis Head Coach (Boys)	36
Hockey Assistant Coach	29	Tennis Head Coach (Girls)	36
Hockey Head Coach	48	Theater Program Coordinator	21
Hockey JV Coach	29	Unified Basketball Head Coach	18
Indoor Track Assistant Coach (2)	22	Weight Room Coach	40
Indoor Track Head Coach	42	Wellness, Physical Education, Family and Consumer Science Team & Support Leader	23
Robotics	30	Yearbook Editor-in-Chief	28

### Reeds Brook Middle School

### Wagner Middle School

Activity	ERP	Activity	ERP
Art Club Advisor	10	Art Club Advisor	10
Athletic Director	36	Athletic Director	36
Baseball A Team Coach	18	Baseball Coach	18
Baseball B Team Coach	18	Basketball Boys A Team Coach	24
Basketball Boys A Team Coach	24	Basketball Boys B Team Coach	(*)
Basketball Boys B Team Coach	24	Basketball Girls A Team Coach	24
Basketball Boys C Team Coach	(*)	Basketball Girls B Team Coach	(*)
Basketball Girls A Team Coach	24	Cheering Coach	10

Activity	ERP	Activity	ERP
Basketball Girls B Team Coach	24	Chess Advisor	16
Basketball Girls C Team Coach	(*)	Civil Rights Team Co-Advisor	12
Cheering A Team Coach	15	Cross Country Coach Middle Level	15
Cheering B Team Coach	10	Drama Coach	14
Chess Advisor	16	Jazz Band Advisor	20
Civil Rights Team Advisor	12	Math Team Advisor	12
Cross Country Coach	15	Show Choir Advisor	20
Drama Advisor	14	Soccer Boys Coach	19
Field Hockey Assistant Coach	10	Soccer Girls Coach	19
Field Hockey Head Coach	19	Softball Coach	18
Football Assistant Coach	24	Student Council Advisor	16
Football Head Coach	24	Track Assistant Coach	10
Intramural Director	18	Track Head Coach	20
Jazz Band Advisor	20	Yearbook Editor	14
Math Team Advisor	12	<b>DISTRICT</b>	
Show Choir Advisor	20	DI District Coordinator	23
Soccer Boys Coach	19	District Music Program Director	18
Soccer Assistant Coach Boys	10	Elementary Computer Coordinator	23
Soccer Boys B Team Coach	19	Guidance Director	36
Soccer Girls Coach	19	Teacher Certification Committee 9-12	12
Soccer Girls B Team Coach	19	Teacher Certification Committee K-8	6
Soccer Assistant Coach Girls	10	Certification Secretary	12
Softball A Team Coach	18	Teacher Certification Committee Chair	12
Softball B Team Coach	18		
Student Council Advisor	16		
Track Assistant Coach	10		
Track Head Coach	20		
Yearbook Advisor	14		

(\*) Outside Funding NO ERP

Revised: 01/01/16

## **APPENDIX C - 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.

