

FINAL

**AGREEMENT
ON
NEGOTIATIONS CONTRACT
BETWEEN
WISCASSET SCHOOL BOARD
AND
WISCASSET TEACHERS ASSOCIATION**

2020 – 2023

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ARTICLE 1 – RECOGNITION

This is an Agreement entered into on this _____, 2020, by and between the Wiscasset School Committee (“Committee”) and the Wiscasset Education Association (“Association”). The Committee recognizes the Association as the exclusive bargaining representative for all certified professional teachers within the job classifications of teachers, librarians, school nurses, social services providers, guidance counselors, computer technology coordinators, and computer teachers, and excluding those teachers who have been employed for fewer than six months or who are temporary, on-call, or seasonal teachers.

Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional teachers represented by the Association in the negotiating unit as described above. Any teacher covered by this Agreement who works less than full time shall receive prorated salary and benefits based upon time worked compared to the time worked by full time teachers.

ARTICLE 2 – MANAGEMENT RIGHTS

Except as explicitly limited by a specific written provision of this Agreement, the Committee shall have all rights, functions, powers, duties, or authority available to it under law, rule, regulation, ordinance, policy, or custom.

ARTICLE 3 – TEACHER RIGHTS

- A. No continuing contract teacher shall be disciplined, discharged/dismissed, or non-renewed without just cause.
- B. In disciplinary matters, when a teacher is asked to meet with the Superintendent or the Committee, the teacher shall receive prior written notice of the reason for the meeting and shall have the right to have an Association representative present for counsel and representation during the meeting.
- C. The Superintendent may place a teacher on administrative leave pending an investigation of charges. Administrative leave shall be with pay and benefits unless such charges are substantiated and disciplinary action is taken.
- D. A grievance regarding the discharge or suspension of an employee may be initiated at Level Two of the Grievance Procedure.

E. Complaints that warrant investigation regarding a teacher's performance made by any member of the administration and/or Committee, by any parent, student, or other person shall be promptly called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented at any meeting(s) or conferences(s) regarding such complaint.

ARTICLE 4 – ASSOCIATION RIGHTS

A. USE OF FACILITIES

The Association shall be permitted to use school facilities and equipment subject to the same regulations and charges as govern other community organizations using such facilities and equipment. Said use shall require the approval of the building principal.

B. ACCESS TO MEMBERS

Duly authorized representatives of the Association shall be permitted to transact official business on school property at all reasonable times, provided that this is consistent with and does not interfere with the operations of the school, scheduled meetings, or assigned duties of teachers. No Association business shall be transacted by teachers while on duty.

C. COMMUNICATION

Provided that this does not interfere with the operations of the school, scheduled meetings, or assigned duties of teachers, the Association shall have the right:

1. To post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building/work site in areas designed for teacher use, such as teachers' lounges and workrooms, and
2. To use the District mail service, teacher mailboxes, and electronic mail for communications to members consistent with the Committee's internet policy.

ARTICLE 5 – NONDISCRIMINATION

The Committee and the Association agree that they will not discriminate against employees on the basis of race, creed, color, gender, sexual orientation, physical or mental disability, Association activity, marital status, age, national origin, or any other characteristic protected by law or rule.

ARTICLE 6 – GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to provide for resolution of disputes over the meaning or application of specific terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be considered as limiting the right of any teachers having a grievance to discuss the matter informally with their immediate supervisor and/or the Superintendent of Schools.

B. DEFINITIONS

1. A "grievance" is an alleged violation of a specific provision of this Agreement or any dispute with respect to a specific meaning or application of the provision.
2. "Days" shall mean working school days except that, following the last student attendance day of any school year, they shall mean weekdays, Monday through Friday, exclusive of legal holidays.
3. An "aggrieved party" is the teacher making the claim or the Association. All formal disciplinary grievances must be signed by a teacher adversely impacted by the alleged contract violation.
4. A "party in interest" is the aggrieved party making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

C. INFORMAL PROCEDURE

If an aggrieved party feels that he/she/it may have a grievance, he/she/it must first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally. A maximum of twenty (20) days may be used in an attempt to settle the matter informally.

D. TIME LIMITS

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

2. Time is of the essence in the filing and processing of all grievances under this Article and must be adhered to by both the Committee and the Association. If the Association fails to meet appropriate time limits, the grievance shall be considered withdrawn. Failure by the Committee or its agent to respond in a timely manner at any level of this procedure shall mean the aggrieved party may choose to proceed to the next level in the formal procedure, except that only the Association may elect to proceed to arbitration.

3. Time limits may be waived by written mutual consent of the parties and shall not be unreasonably denied.

E. FORMAL PROCEDURE

1. Level One – School Principal/Supervisor

If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing to his/her principal (or other appropriate administrator if he/she is not responsible to a principal). The principal shall, within ten (10) days, meet with the aggrieved party. Within five (5) days after the meeting, the principal shall render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association.

2. Level Two – Superintendent of Schools

If the aggrieved person is not satisfied with the resolution at Level One, he/she may, within five (5) days from the date the answer from Level One was due, file his/her written grievance with the Association and Superintendent of Schools. The Superintendent shall, within ten (10) days of receipt of the written grievance, meet with the aggrieved party and/or with representatives of the Association for the purpose of resolving the grievance. The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons thereof in writing to the aggrieved person, with a copy to the Association.

3. Level Three – Committee

If the aggrieved is not satisfied with the outcome of Level Two he/she may, within five (5) days after receiving the written response at Level Two, request a meeting on the matter before the Committee. The Committee shall, within thirty (30) days after receiving the written request, schedule and hold a meeting. Within ten (10) days after said meeting, the Committee shall render its decision in writing to the aggrieved.

4. Level Four – Arbitration

If the aggrieved person is not satisfied with the resolution of his/her grievance at Level Three, he/she may, within five (5) days request in writing to the Association that his/her grievance be submitted to arbitration. If the Association deems the grievance is meritorious, it may submit the grievance to arbitration by notifying the Superintendent of Schools within ten (10) days of receiving the request from the aggrieved party. A representative of the Association and of the Committee shall meet within ten (10) days of the notification by the Association for the purpose of selecting an arbitrator. If the parties are unable to agree on the selection of an arbitrator, then the matter shall be referred to the American Arbitration Association for the selection of an arbitrator according to its procedures.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement, and shall confine any decision to the meaning of the specific written contract provision which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, interferes with the statutory duties of the Board, or violates the terms of this Agreement. The arbitrator's decision will be binding, subject to judicial review.

The cost for the services of the arbitrator will be borne equally by the Committee and Association.

F. FORMS

Forms for filing and processing grievances shall be prepared by the Superintendent, with the approval of the Association, and made available to the Association President so as to facilitate operation of the grievance procedure.

G. MEETINGS

All meetings under this procedure shall be conducted in private and shall only include such parties in interest and their designated or selected representatives heretofore referred to in this Grievance Procedure.

ARTICLE 7 – WORK YEAR AND DAY

A. The regular teacher work year shall consist of one hundred seventy-five (175) student days and six (6) workshop days for a total of one hundred eighty-one (181) days.

B. The normal teacher work day shall be seven and one half (7.5) hours, of which six and one half (6.5) hours are the student day. All teachers shall, at a minimum, work the equivalent of one half hour before and one half hour after the student day.

C. All teachers shall have a duty-free lunch period of at least thirty (30) minutes as part of the normal work day. However, in the event teachers are temporarily assigned duties necessary for the welfare of the students, the assigned teacher will still be entitled to a thirty (30) minute, duty-free lunch period either before or after the temporary assignments.

D. Teachers will be provided with planning time based on school and class schedule. Every effort will be made to develop a planning time schedule in an equitable/fair manner. Daily planning times will be the norm.

E. Non-teaching duties shall be assigned in an equitable fashion based on school and class schedule.

F. Extra time for work performed outside the regular teacher work year shall be compensated at the hourly rate of \$30.00.

G. Extra time beyond the seven and one-half (7.5) hour contracted day with prior approval shall be compensated at the hourly rate of \$30.00 with the exception of:

- Open House
- Staff Meetings
- Concerts
- Education Nights
- Special Classroom Events

H. Teachers are required to be present at Open House and no more than two (2) other school-sponsored evening events (concerts, education nights, special classroom events). Administrators shall be notified in the event of an employee absence.

I. Employees will be expected to attend no more than two (2)-staff meetings per month for a total of no more than two (2)-hours per month. Teachers will be provided a forty-eight (48) hour notice for non-emergency meetings.

J. Teachers who volunteer for short-term, grant-paid work beyond their regular work day will receive a stipend or agreed upon hourly rate.

K. Parent Teacher Conferences will be held in the evening, preferably towards the end of the week from 3 to 7pm in both the fall and spring. A total of one (1) day will be provided off in compensation for two conference evenings. The Wednesday before Thanksgiving shall be designated a Comp Day for teachers. This is a total of 1 day off in compensation for 2 conference evenings.

L. If a teacher is asked to provide coverage or combine classes, a teacher may do so voluntarily. There will be no compensation for such a teacher.

M. The Committee is permitted to schedule a new hire orientation program that is required as employment condition.

ARTICLE 8 – SALARY

A. At the beginning of each contract year, each teacher will be placed on and paid according to the attached salary scales (Appendix A) at the step reflecting their experience and degree status as of that date. For newly hired teachers, credit for other years of professional teaching experience in a public or private school will be given. For newly hired social workers, nurses or guidance counselors, credit for years of professional clinical experience will be given.

B. Teachers who are eligible for a lane change shall give notice to the Central Office by January 15th and will change lanes effective September 1st.

C. Teachers who earn and maintain National Board Certification shall receive additional pay of \$2,500 per year to be added to their salary.

ARTICLE 9 – INSURANCE

A. Effective September 1, 2020 through August 31, 2023, the Committee will pay ninety-five percent (95%) of single premium or eighty-five percent (85%) of dependent premium of the Choice Plus Plan.

B. A teacher is only eligible for Committee contributions towards spousal coverage under two-adult or family coverage if his/her spouse is not eligible for employer-paid group health insurance coverage through his/her employer or if self-employed and does not provide Employer-paid group health insurance for his or her employees. For the purpose of this provision, “eligible” shall mean access to employer-paid group health insurance, regardless of the plan design or cost to the spouse, provided that the employer or self-employed person pays a portion of the spouse’s/teacher’s health insurance premium. If the spouse has access to

a health insurance plan that meets the above conditions and elects compensation or another form of benefit in lieu of health insurance, the spouse shall be ineligible for the Committee contributions for spousal coverage. Teachers requesting health insurance coverage for a spouse are required to complete a certification form (attached as Appendix B) upon enrollment in the Committee's plan and each year thereafter, concerning their spouse's eligibility for health insurance. The Committee may require further documentation as it deems appropriate.

- C. The Committee agrees to pay for one hundred percent (100%) of single coverage of Delta Dental Option 3 or equivalent with Ortho Rider 2 or equivalent.
- D. The teacher shall pay through payroll deduction the balance in excess of the applicable amounts above for the insurance coverage selected. All premium payments for the insurance benefits to be furnished pursuant to this Article shall be provided in a manner that qualifies under Section 125 of the Internal Revenue Code of 1986, as amended. The teacher's portion of the premium cost of the benefits provided for in this Article shall be paid by payroll deduction upon receipt of all required documentation on a salary reduction (pre-tax) basis.
- E. Teachers who opt out of health insurance coverage and can show proof of insurance elsewhere are eligible to have the Committee pay up to one hundred percent (100%) of the Premium for Family dental insurance (Delta Dental Option 3 or equivalent with Ortho Rider 2 or equivalent).

ARTICLE 10 – PAYROLL, DEDUCTIONS, REIMBURSEMENTS

- A. Teachers shall be paid bi-weekly through direct deposit over twenty-six (26) pay periods. A teacher choosing twenty-six pays may choose a lump sum of salary due over the course of the summer. Requests must be made by April 1, and such payment shall be made on the last payroll warrant of the fiscal year.
- B. Upon appropriate written authorization from the teacher, the Committee shall deduct from the salary of the teacher and make appropriate remittance for annuities, financial institutions, charitable donations, and insurances. Such deductions may be terminated upon written notification by the teacher to the Central Office.
- C. Upon annual receipt by the Central Office of the Association membership/dues deduction list signed by the authorized Association officer and a signed authorization from each teacher on the list, the Committee agrees to deduct and remit local, state, and national teaching association membership

dues from a teacher's salary. Dues shall be deducted in equal installments specified by the Association officer. If the list is received by September 15, deductions will begin with the first payroll in October. The Association shall indemnify and save the Committee harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same, pursuant to this Section.

D. Mileage shall be reimbursed at the rate established annually by the State of Maine when a teacher uses his/her personal vehicle for transportation that is necessary for his/her job and has been approved by the teacher's supervisor.

E. All Wiscasset employees hired after July 1, 2014, shall be paid through direct deposit and have their pay details sent through their school email address.

ARTICLE 11 – COURSE REIMBURSEMENT

A. Teachers will be reimbursed for up to two (2) courses in a one (1) year period for the actual tuition cost per credit hours, not to exceed the amount charged by the University of Maine (Orono) for graduate credit hours. Additional courses may be approved by the Superintendent. Courses will be educationally related and/or beneficial to Wiscasset and receive the prior approval of the Superintendent.

B. The Superintendent shall make arrangements, at the teacher's request, with any accredited college or university for a procedure for third-party billing for courses.

C. If a teacher does not pass a course with a grade of B or better or receive a passing grade in a pass/fail course, the tuition cost paid by the district shall be deducted from the teacher's salary. The teacher shall enter into a written agreement permitting such deductions.

D. Additional coursework will not be paid for/reimbursed upon separation of employment (as of the employee's last working day).

E. If the State does not provide the National Board Certificate Component scholarship, a teacher can take National Board components in lieu of a course. Proof of completion of each component in order to be reimbursed needs to be submitted with a maximum completion attempt of eight components throughout the National Board process (maximum 5 consecutive years).

ARTICLE 12 – LEAVES

At the beginning of each school year, eligible teachers will have the following leaves available:

A. SICK LEAVE

1. Twelve (12) days of paid sick leave per year shall be granted for personal or family illness. Sick leave for mid-year hires shall be pro-rated. "Family" is defined as spouse, domestic partner, parent, grandparent, child, step-child, grandchild, or sibling. Leave time to care for other close relatives may be granted at the Superintendent's discretion.
2. Unused sick leave shall accumulate from year to year up to a maximum of (130) days.
3. Teachers may use accumulated sick leave to care for a spouse, parent, or child who is seriously ill as per the Family and Medical Leave Act, up to a maximum of (12) weeks.
4. Teachers may use sick leave for medical and dental appointments but will make every effort to schedule appointments outside of the scheduled workday.
5. The District may request a certificate from a medical doctor certifying the illness or injury which necessitated the absence or certifying the ability to return to work when absences exceed three (3) consecutive working days.
6. Eligible teachers shall receive a retirement/separation cash out of up to thirty (30) days of accumulated sick leave at the teacher's per diem rate. Teachers must give notice by January 1st of the year before retirement. Teachers must have served fifteen (15) years with the District and/or its predecessor. In extenuating circumstances, the Superintendent may waive the notification date.

B. PERSONAL LEAVE

1. Two (2) days of paid personal leave. This leave may be used only for the conduct of legal, professional, or non-recreational personal business, which cannot be reasonably conducted outside of the teacher's normal work day. Teachers shall request personal leave by filling out the leave request form. All personal leave requests require prior approval of the Superintendent. Such leave must be requested at least twenty-four (24) hours prior to leave, except in cases of emergency.
2. If an employee foresees that he/she will require additional personal leave (maximum of 2 days) to be used as described above, the employee shall make a request in writing including a statement of the reason to the Superintendent. The Superintendent will review the written request and

reason for the request in person with the employee. The Superintendent will render a decision to the employee in writing. Such approved personal days will be deducted from the employee's available sick day balance. If the employee does not have available sick days to draw from and was granted the leave, the employee will take the approved time as leave without pay.

C. BEREAVEMENT LEAVE

1. Five (5) days of paid bereavement leave for each death occurring in the teacher's family to attend the funeral and assist in the arrangements. Family shall include spouse, domestic partner, parent, parent-in-law, aunt, uncle, grandparent, child, step-child, grandchild, and sibling.
2. Any additional use of bereavement leave, with or without pay, shall be with the approval of the Superintendent. Approved leave will be deducted first from available personal time and then from sick time if available thereafter. If such leave is not available, the approved leave will be without pay.

D. ASSOCIATION LEAVE

Three (3) days for Association business that requires the attendance of the Association President (or a designee). Notice of leave will be given to the Superintendent, and his/her approval will not be unreasonably denied. The Association will pay the cost of the substitute.

E. JURY DUTY

1. Any teacher serving jury duty or as a subpoenaed witness relating to a school matter shall notify his/her principal/supervisor as soon as possible. A teacher actually serving jury duty shall receive his/her per diem pay during such leave.
2. Any teacher serving jury duty or as a subpoenaed witness shall turn over all court-provided compensation, excluding mileage, to the Central Office in a timely manner.

F. PROFESSIONAL LEAVE

Full-time teachers may be granted paid professional leave by the principal, subject to review and approval of the Superintendent. A teacher granted such professional leave (for conferences, workshops, visiting other schools, etc.) shall be reimbursed for previously agreed upon expenses.

G. LONG-TERM LEAVE

1. Other leaves of absence for periods of up to one (1) year not covered in other articles may be granted by the Committee upon recommendation by the Superintendent.
2. Request for leave, including reason for long-term leave, other than emergency, must be submitted in writing at least sixty (60) calendar days prior to the start of the leave.
3. At least sixty (60) calendar days prior to the conclusion of the leave, the teacher shall notify the Superintendent in writing whether or not he/she intends to return to the School Department. If the leave was for a contract year, this notification must be received by April 14 of the year prior to the school year the teacher plans to return to work.
4. Failure on the part of the teacher to notify the Superintendent of the teacher's intent to return shall be deemed to be forfeiture of the position by the teacher.
5. Long-term leave may not be used for recreational or vacation-like activities. Use of long-term leave for such purposes may be cause for disciplinary action.

ARTICLE 13 – SICK LEAVE BANK

- A. The purpose of the sick leave bank is to provide replacement income to eligible teachers who are out of work because of their own catastrophic illness or injury.
- B. To qualify for sick bank use, the member must be unable to return to suitable employment with the District because of a catastrophic illness or injury. For purposes of this Article, a catastrophic illness or injury is one which is sudden and unforeseen, involves extraordinary or catastrophic injuries or illness, and requires immediate medical attention, or a chronic illness in which bodily health impairment is substantial, constant, consistent, and of long duration.
- C. A teacher is eligible only if, prior to requesting sick bank leave, the teacher:
 1. voluntarily elected to participate in the sick leave bank by contributing one (1) of his/her sick days to the bank on/before September 15th of the year in which the teacher requests sick bank leave, except that teachers hired after that date may contribute within two (2) months of being hired;
 2. exhausted all other leave; and
 3. provided adequate medical documentation as determined by the Superintendent supporting the request for leave along with the teacher's application for leave.

D. All requests for sick bank leave will be made to a committee, composed of three (3) members designated by the Association and the Superintendent. Such Association representation will reflect 1 member from the elementary level, 1 member from the middle level, and 1 member from high school level. A majority vote (3/4) of the sick leave bank committee is required to grant a request.

E. Up to twenty (20) sick days from the bank may be granted. A teacher may request additional days, up to a maximum of forty-five (45) days in any year or for any illness or disability.

F. Up to one hundred eighty (180) days may be carried over and/or accrued from the bank year to year.

G. When the total number of days in the bank is two hundred fifty-five (255) or more on September 1 of any year, current members of the bank shall not contribute any days for the subsequent year, but new members must make initial contributions as provided below in order to become a member. In the event the total number of days goes below one hundred eighty (180), each employee shall be required to give one (1) sick leave day to the bank on or before the next full pay period or September 1, whichever comes first. An employee who has exhausted personal sick leave and has withdrawn days from the bank and remains eligible to draw additional days from the bank shall not be required to contribute an additional day to the bank when the accumulation drops below one hundred eighty (180), prior to September 1.

H. Membership will be on a voluntary basis, with all employees eligible to enroll.

I. Upon approval of a member's application by the Sick Leave Bank Committee, the Committee shall notify the Office of the Superintendent, which shall cause the authorized days to be deducted from the bank and transferred to said member's sick leave.

J. The Sick Leave Bank Committee will notify the Superintendent of Schools of the employees' contributing days to the sick leave bank so the Office of the Superintendent can make the appropriate deduction from the member's sick leave.

K. At the close of the contract year, the Sick Leave Bank Committee's chairperson and the Office of the Superintendent will reconcile the number of days used from the bank and number of days to be carried over into the bank for the next year.

ARTICLE 14 – SABBATICAL LEAVE

Any employee having at least seven (7) years of service in Wiscasset may, at the sole discretion of the Committee, be granted sabbatical leave for up to one (1) school year. The purpose for sabbatical leave will be for advanced study relevant to the education of Wiscasset students or related to the needs of Wiscasset.

Application for such leave shall be made to the Superintendent no later than January 15th of the year prior to the sabbatical.

Employees will be advanced on the salary schedule as though they had been regularly employed during the sabbatical. Compensation during the sabbatical will be at a minimum of half pay to a maximum of full pay based on the perceived value of the leave to the Committee and availability of funds. Existing health and dental coverage will be maintained and paid for by the Committee as agreed upon in this contract.

Any employee accepting sabbatical leave will enter into a written agreement with the Committee. The agreement shall provide that in the event of the employee resigning from Wiscasset before completion of three (3) years of full-time service after expiration of the sabbatical leave, he/she will reimburse the Committee the value of all salary and health benefits earned by the employee during the sabbatical.

Failure to serve shall not include the inability to serve as the result of non-renewal of contract, dismissal, bona fide illness, and call to military service, leave of absence as legislator, or such other reasons as the Committee, in its sole judgment, finds acceptable.

ARTICLE 15 – EVALUATIONS

Pursuant to Title 20-A, Chapter 508, evaluations conducted and effectiveness rating resulting from implementation of a system under the chapter shall be performed consistent with the evaluation system adopted by the Committee.

ARTICLE 16 – VACANCIES, TRANSFERS

A. VACANCIES/JOB OPENINGS

Vacancies/Job Openings in the district will be posted internally for five (5) days before being externally posted except during the month of August whereas job postings/vacancies will be done simultaneously. During the month of August, internal candidates will be given first consideration if they have the appropriate certifications and qualifications. Posting will be by district email.

B. VOLUNTARY TRANSFERS

Teachers who desire a change in grade and/or subject and/or location assignment shall send a written statement containing the reason(s) to the Central Office to be given to the Superintendent by December 31st. The request must include reasons, assignments in order of preference, and credentials for the requested position (certification, Highly Qualified Status). Requests made after December 31st will be reviewed on a case-by-case basis.

The Superintendent will review requests for changes in assignments, and determine if the request can be considered. The Superintendent retains final authority over the filling of a vacancy.

Upon completion of the initial budget process at the Committee level, the Superintendent shall present a list of the proposed staffing assignments to the President of the Association. The list shall include anticipated vacancies and/or staff reductions.

C. INVOLUNTARY TRANSFERS

Involuntary transfers shall be based upon program needs of the District, as determined by the Superintendent.

Prior to any involuntary transfer, the Superintendent will notify the Association and upon request, 1) meet and consult with the Association regarding said transfer and its implementation, including discussion of whether a voluntary transfer of a teacher could be utilized to meet the District's program needs; 2) provide a teacher at least 10 days' advance notice of transfer; and 3) provide an opportunity for the affected individual to meet and discuss their particular case with the Superintendent, at which meeting an Association representative may be present.

D. NOTICE OF ASSIGNMENT AND TRANSFER

Teachers shall be given written notice of their assignment for the forthcoming year, by the last day of school of the concluding year.

Due to the nature of population fluctuation, budget completion and staff resignations within the District, a change in assignment may need to be made prior to the start of school. Effort will be made to make any reassignment in a timely and appropriate manner.

ARTICLE 17 – PERSONNEL FILES

A. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies, at the District's expense, of any documents contained herein. A teacher shall be entitled to have a representative of the Association accompany him/her during such a review. A teacher may elect to rebut any materials placed in his/her personnel file. Any rebuttal must be submitted within thirty (30) days of knowledge that said materials have been placed in the personnel file.

B. File contents may include work performance, discipline, and routine personnel employment data. Notwithstanding any documents previously signed and dated, an employee shall sign and date or electronically acknowledge a receipt of all material prior to it being placed in the employee's file. The signature of receipt does not necessarily mean the employee agrees with the content of the material, but is an acknowledgement of its receipt.

ARTICLE 18 – REDUCTION IN FORCE, RECALL

A. Seniority shall be defined as continuous teaching service from the most recent date of employment with the Committee. The date of employment shall be the date of hire. If the same date of hire is the same, then the date of a signed contract will be recognized as the date of employment. A teacher hired before January 1 shall receive a full year credit for seniority purposes, while a teacher hired on or after January 1 shall receive no credit for the remaining contract year. For teachers who have the same date of employment, total teaching experience, then years of teaching in the subject shall be the determining factor. An approved leave or layoff does not constitute a break in service.

The Superintendent shall provide the Association and post in all designated teachers' rooms a seniority list by October 15 each year. The seniority list shall list each teacher and his/her date of hire by impact area. Teachers have twenty (20) working days to object to the seniority list to the Superintendent. A corrected seniority list will then be reposted and be assumed correct for the year.

B. If the Committee or its designee recommends a position elimination of any bargaining unit position that would cause a reduction in force, it will notify the Association in writing. The Committee will meet and consult with the Association upon written request prior to a decision to eliminate any bargaining unit position.

A decision by the Committee to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration.

C. A teacher who is to be laid off shall receive at least ninety (90) calendar days' notice of layoff in writing.

D. Except in the case of probationary teachers who are not re-employed for the following school year, the selection of the teacher(s) to be terminated as a result of the elimination of any bargaining unit position(s) shall be made in accordance with the following terms:

1. Within each affected impact area, teachers shall be laid off in inverse order of seniority except as modified hereinafter.
2. The least senior teacher(s) in an impact area may be retained and the next least senior teacher(s) laid off when the teachers remaining in an impact area are not qualified on the basis of current certifications/endorsement, experience, or training to provide the programs to be retained in the impact area.
3. Upon final adoption of a Performance Evaluation and Professional Growth System, under Chapter 508 of Title 20-A MRSA, any teacher in the impact area where the position elimination occurs who has received an "ineffective" rating from his/her most recent summative effectiveness rating shall be considered for layoff first before the application of the terms contained in D(2) above and shall not be eligible for recall.

The following impact areas shall be used:

- 1 Pre-K
2. K-6
3. 7-12 Department impact areas by subject*:
 - English
 - Social Studies
 - Math
 - Science
 - Tech Education (STEM)
 - Business Education
 - Technology Education
4. K-12 specialty impact areas by specialty:
 - Library /Media
 - Art
 - Music
 - Health/Physical Education
 - Special Education
 - Guidance
 - Gifted and Talented
 - Computer Education
 - Title 1
 - Social Workers
 - School Nurse
 - Computer Technology
 - Foreign Language
 - ESL/ELL
 - Literacy specialist
 - Math Interventionist

If a teacher is laid off from the 7-12 Department impact area and has only K-8 certification, he/she may displace a teacher in the K-6 impact area using the selection criteria above.

A teacher with a continuing contract who is laid off shall be eligible for consideration for recall for a position in the impact area from which they were laid off and are certified for two years from the effective date of the teacher's layoff.

E. The Committee (or its designee) will notify teachers by email/mail if eligible for recall. It shall be the responsibility of the teacher to keep the Superintendent notified of the teacher's current mailing and email address.

Teachers who wish to be considered for such a vacancy shall inform the Superintendent in writing within ten (10) business days of the notification letter and/or email of their interest in the available position(s) the teacher. A teacher eligible for recall consideration shall retain the right to re-employment to any available position within the teacher's impact area prior to the employment of new hires. Where more than one (1) teacher who is eligible for recall consideration is certified for and interested in recall to a position, recall shall occur in the reverse order of layoff.

If a teacher is offered re-employment in accordance with these terms and refuses, the teacher shall forfeit further eligibility for recall consideration. Failure to respond in writing to a recall notice shall be construed as a refusal.

F. All benefits contained in the existing current collective bargaining agreement to which a teacher was entitled at the time of layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return to active employment.

G. A teacher may resign by submitting, at least thirty (30) calendar days, written notice at any time, except during the month of August. It is the intent that any teacher who resigns after August 1 shall be released no earlier than October 1. A teacher may be released earlier at the discretion of the Superintendent.

ARTICLE 19 – EMPLOYMENT OF REHIRED RETIRED TEACHERS

A. A rehired retired teacher is defined as any teacher who was eligible to retire, who retired and severed employment, who is receiving retirement benefits from the Maine Public Teacher Retirement System (MePERS), and has returned to teaching pursuant to MePERS Rule (Chapter 410).

B. The employment of rehired retired teachers (pursuant to 20-A M.R.S.A. § 13201) shall be limited to no more than five (5) appointments of up to one (1) year in duration (5 M.R.S.A. § 17589). No rehired retired teacher will receive health insurance, dental insurance, or cash in lieu of such insurance.

C. With respect to the initial placement on the salary schedule, the teacher shall be placed on the salary schedule based on experience and education consistent with the Committee's policy for initial salary placement.

D. The teacher's seniority date for purposes other than the salary schedule referred to in paragraph C (including but not limited to reduction in force) shall be based on continuous employment with the Committee as of the most recent date of hire or rehire.

E. If the teacher was previously employed by the Committee, there shall be no entitlement to any previous benefit accruals, including but not limited to sick leave, eligibility for other leaves, severance benefits, and longevity pay. No credit for previous experience or such benefits shall be given.

F. All other terms and conditions of the Agreement shall, to the extent applicable, be controlling. If the teacher is employed less than full time, the teacher's salary and benefits shall be prorated.

ARTICLE 20 – SEVERABILITY

Should any provision of this agreement, in whole or in part, be determined to be invalid or unenforceable by an act of the legislature or by the court, then the remaining part of the provision and the balance of the contract provisions shall not be affected, and the contract shall continue in force in all respects as if the invalid or unenforceable provisions would have been omitted.

ARTICLE 21 – DURATION

A. The provisions of this Agreement shall be effective as of September 1, 2020, or date of execution, whichever is later, and shall expire August 31, 2023.

B. In witness thereof, the Wiscasset Education Association has caused this Agreement to be signed by its President and the Board by its Chairperson, this 27th day of May, 2021.

WISCASSET TEACHERS ASSOCIATION

Susan Fournsenel
Chief Negotiator

Carol Adams
President, WEA

WISCASSET SCHOOL BOARD

[Signature]
Chairperson

APPENDIX A – SALARY SCALES

Placement of teachers on the salary scale shall be by actual teaching experience, starting with experience level 0.

| | | \$1,000.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
|----------------|-------------|--------------|-------------|--------------|-------------|-----------------|
| 2020-21 | BA | BA+15 | MA | MA+15 | CAS | Multi MA |
| 0 | \$35,585.17 | \$36,585.17 | \$38,085.17 | \$38,585.17 | \$39,085.17 | \$39,585.17 |
| 1 | \$35,585.17 | \$36,585.17 | \$38,085.17 | \$38,585.17 | \$39,085.17 | \$39,585.17 |
| 2 | \$36,296.99 | \$37,296.99 | \$38,796.99 | \$39,296.99 | \$39,796.99 | \$40,296.99 |
| 3 | \$37,022.81 | \$38,022.81 | \$39,522.81 | \$40,022.81 | \$40,522.81 | \$41,022.81 |
| 4 | \$37,763.25 | \$38,763.25 | \$40,263.25 | \$40,763.25 | \$41,263.25 | \$41,763.25 |
| 5 | \$38,518.53 | \$39,518.53 | \$41,018.53 | \$41,518.53 | \$42,018.53 | \$42,518.53 |
| 6 | \$38,903.53 | \$39,903.53 | \$41,403.53 | \$41,903.53 | \$42,403.53 | \$42,903.53 |
| 7 | \$39,288.90 | \$40,288.90 | \$41,788.90 | \$42,288.90 | \$42,788.90 | \$43,288.90 |
| 8 | \$40,074.68 | \$41,074.68 | \$42,574.68 | \$43,074.68 | \$43,574.68 | \$44,074.68 |
| 9 | \$40,876.17 | \$41,876.17 | \$43,376.17 | \$43,876.17 | \$44,376.17 | \$44,876.17 |
| 10 | \$41,685.06 | \$42,685.06 | \$44,185.06 | \$44,685.06 | \$45,185.06 | \$45,685.06 |
| 11 | \$43,421.95 | \$44,421.95 | \$45,921.95 | \$46,421.95 | \$46,921.95 | \$47,421.95 |
| 12 | \$45,231.20 | \$46,231.20 | \$47,731.20 | \$48,231.20 | \$48,731.20 | \$49,231.20 |
| 13 | \$47,115.83 | \$48,115.83 | \$49,615.83 | \$50,115.83 | \$50,615.83 | \$51,115.83 |
| 14 | \$48,097.41 | \$49,097.41 | \$50,597.41 | \$51,097.41 | \$51,597.41 | \$52,097.41 |
| 15 | \$49,079.00 | \$50,079.00 | \$51,579.00 | \$52,079.00 | \$52,579.00 | \$53,079.00 |
| 16 | \$51,133.96 | \$52,133.96 | \$53,633.96 | \$54,133.96 | \$54,633.96 | \$55,133.96 |
| 17/18 | \$53,254.11 | \$54,254.11 | \$55,754.11 | \$56,254.11 | \$56,754.11 | \$57,254.11 |
| 19 | \$55,473.04 | \$56,473.04 | \$57,973.04 | \$58,473.04 | \$58,973.04 | \$59,473.04 |
| 20 | \$57,784.41 | \$58,784.41 | \$60,284.41 | \$60,784.41 | \$61,284.41 | \$61,784.41 |
| 21/22 | \$60,192.09 | \$61,192.09 | \$62,692.09 | \$63,192.09 | \$63,692.09 | \$64,192.09 |
| 23 | \$62,700.09 | \$63,700.09 | \$65,200.09 | \$65,700.09 | \$66,200.09 | \$66,700.09 |
| 24 | \$65,312.60 | \$66,312.60 | \$67,812.60 | \$68,312.60 | \$68,812.60 | \$69,312.60 |
| 25 | \$68,033.96 | \$69,033.96 | \$70,533.96 | \$71,033.96 | \$71,533.96 | \$72,033.96 |
| 26/27 | \$68,870.39 | \$69,870.39 | \$71,370.39 | \$71,870.39 | \$72,370.39 | \$72,870.39 |
| 28+ | \$70,247.79 | \$71,247.79 | \$72,747.79 | \$73,247.79 | \$73,747.79 | \$74,247.79 |

APPENDIX A – SALARY SCALES

Placement of teachers on the salary scale shall be by actual teaching experience, starting with experience level 0.

| | | \$1,000.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
|----------------|-------------|--------------|-------------|--------------|-------------|-----------------|
| 2021-22 | BA | BA+15 | MA | MA+15 | CAS | Multi MA |
| 0 | \$37,500.00 | \$38,500.00 | \$40,000.00 | \$40,500.00 | \$41,000.00 | \$41,500.00 |
| 1 | \$37,500.00 | \$38,500.00 | \$40,000.00 | \$40,500.00 | \$41,000.00 | \$41,500.00 |
| 2 | \$37,875.00 | \$38,875.00 | \$40,375.00 | \$40,875.00 | \$41,375.00 | \$41,875.00 |
| 3 | \$38,636.29 | \$39,636.29 | \$41,136.29 | \$41,636.29 | \$42,136.29 | \$42,636.29 |
| 4 | \$39,416.67 | \$40,416.67 | \$41,916.67 | \$42,416.67 | \$42,916.67 | \$43,416.67 |
| 5 | \$39,810.84 | \$40,810.84 | \$42,310.84 | \$42,810.84 | \$43,310.84 | \$43,810.84 |
| 6 | \$40,208.95 | \$41,208.95 | \$42,708.95 | \$43,208.95 | \$43,708.95 | \$44,208.95 |
| 7 | \$40,611.04 | \$41,611.04 | \$43,111.04 | \$43,611.04 | \$44,111.04 | \$44,611.04 |
| 8 | \$41,017.15 | \$42,017.15 | \$43,517.15 | \$44,017.15 | \$44,517.15 | \$45,017.15 |
| 9 | \$41,427.32 | \$42,427.32 | \$43,927.32 | \$44,427.32 | \$44,927.32 | \$45,427.32 |
| 10 | \$41,841.59 | \$42,841.59 | \$44,341.59 | \$44,841.59 | \$45,341.59 | \$45,841.59 |
| 11 | \$43,421.95 | \$44,421.95 | \$45,921.95 | \$46,421.95 | \$46,921.95 | \$47,421.95 |
| 12 | \$45,231.20 | \$46,231.20 | \$47,731.20 | \$48,231.20 | \$48,731.20 | \$49,231.20 |
| 13 | \$47,115.83 | \$48,115.83 | \$49,615.83 | \$50,115.83 | \$50,615.83 | \$51,115.83 |
| 14 | \$48,097.41 | \$49,097.41 | \$50,597.41 | \$51,097.41 | \$51,597.41 | \$52,097.41 |
| 15 | \$49,079.00 | \$50,079.00 | \$51,579.00 | \$52,079.00 | \$52,579.00 | \$53,079.00 |
| 16 | \$51,133.96 | \$52,133.96 | \$53,633.96 | \$54,133.96 | \$54,633.96 | \$55,133.96 |
| 17/18 | \$53,254.11 | \$54,254.11 | \$55,754.11 | \$56,254.11 | \$56,754.11 | \$57,254.11 |
| 19 | \$55,473.04 | \$56,473.04 | \$57,973.04 | \$58,473.04 | \$58,973.04 | \$59,473.04 |
| 20 | \$57,784.41 | \$58,784.41 | \$60,284.41 | \$60,784.41 | \$61,284.41 | \$61,784.41 |
| 21/22 | \$60,192.09 | \$61,192.09 | \$62,692.09 | \$63,192.09 | \$63,692.09 | \$64,192.09 |
| 23 | \$62,700.09 | \$63,700.09 | \$65,200.09 | \$65,700.09 | \$66,200.09 | \$66,700.09 |
| 24 | \$65,312.60 | \$66,312.60 | \$67,812.60 | \$68,312.60 | \$68,812.60 | \$69,312.60 |
| 25 | \$68,033.96 | \$69,033.96 | \$70,533.96 | \$71,033.96 | \$71,533.96 | \$72,033.96 |
| 26/27 | \$68,870.39 | \$69,870.39 | \$71,370.39 | \$71,870.39 | \$72,370.39 | \$72,870.39 |
| 28+ | \$71,652.75 | \$72,652.75 | \$74,152.75 | \$74,652.75 | \$75,152.75 | \$75,652.75 |

APPENDIX A – SALARY SCALES

Placement of teachers on the salary scale shall be by actual teaching experience, starting with experience level 0.

| | | \$1,000.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
|----------------|-------------|--------------|-------------|--------------|-------------|-----------------|
| 2022-23 | BA | BA+15 | MA | MA+15 | CAS | Multi MA |
| 0 | \$40,000.00 | \$41,000.00 | \$42,500.00 | \$43,000.00 | \$43,500.00 | \$44,000.00 |
| 1 | \$40,000.00 | \$41,000.00 | \$42,500.00 | \$43,000.00 | \$43,500.00 | \$44,000.00 |
| 2 | \$40,400.00 | \$41,400.00 | \$42,900.00 | \$43,400.00 | \$43,900.00 | \$44,400.00 |
| 3 | \$40,804.00 | \$41,804.00 | \$43,304.00 | \$43,804.00 | \$44,304.00 | \$44,804.00 |
| 4 | \$41,212.04 | \$42,212.04 | \$43,712.04 | \$44,212.04 | \$44,712.04 | \$45,212.04 |
| 5 | \$41,624.16 | \$42,624.16 | \$44,124.16 | \$44,624.16 | \$45,124.16 | \$45,624.16 |
| 6 | \$42,040.40 | \$43,040.40 | \$44,540.40 | \$45,040.40 | \$45,540.40 | \$46,040.40 |
| 7 | \$42,460.44 | \$43,460.44 | \$44,960.44 | \$45,460.44 | \$45,960.44 | \$46,460.44 |
| 8 | \$42,885.04 | \$43,885.04 | \$45,385.04 | \$45,885.04 | \$46,385.04 | \$46,885.04 |
| 9 | \$43,131.89 | \$44,131.89 | \$45,631.89 | \$46,131.89 | \$46,631.89 | \$47,131.89 |
| 10 | \$43,563.21 | \$44,563.21 | \$46,063.21 | \$46,563.21 | \$47,063.21 | \$47,563.21 |
| 11 | \$43,856.17 | \$44,856.17 | \$46,356.17 | \$46,856.17 | \$47,356.17 | \$47,856.17 |
| 12 | \$45,683.51 | \$46,683.51 | \$48,183.51 | \$48,683.51 | \$49,183.51 | \$49,683.51 |
| 13 | \$47,586.99 | \$48,586.99 | \$50,086.99 | \$50,586.99 | \$51,086.99 | \$51,586.99 |
| 14 | \$48,578.41 | \$49,578.41 | \$51,078.41 | \$51,578.41 | \$52,078.41 | \$52,578.41 |
| 15 | \$49,569.79 | \$50,569.79 | \$52,069.79 | \$52,569.79 | \$53,069.79 | \$53,569.79 |
| 16 | \$51,645.30 | \$52,645.30 | \$54,145.30 | \$54,645.30 | \$55,145.30 | \$55,645.30 |
| 17/18 | \$53,786.65 | \$54,786.65 | \$56,286.65 | \$56,786.65 | \$57,286.65 | \$57,786.65 |
| 19 | \$56,027.77 | \$57,027.77 | \$58,527.77 | \$59,027.77 | \$59,527.77 | \$60,027.77 |
| 20 | \$58,362.25 | \$59,362.25 | \$60,862.25 | \$61,362.25 | \$61,862.25 | \$62,362.25 |
| 21/22 | \$60,794.01 | \$61,794.01 | \$63,294.01 | \$63,794.01 | \$64,294.01 | \$64,794.01 |
| 23 | \$63,327.09 | \$64,327.09 | \$65,827.09 | \$66,327.09 | \$66,827.09 | \$67,327.09 |
| 24 | \$65,965.73 | \$66,965.73 | \$68,465.73 | \$68,965.73 | \$69,465.73 | \$69,965.73 |
| 25 | \$68,714.30 | \$69,714.30 | \$71,214.30 | \$71,714.30 | \$72,214.30 | \$72,714.30 |
| 26/27 | \$69,559.09 | \$70,559.09 | \$72,059.09 | \$72,559.09 | \$73,059.09 | \$73,559.09 |
| 28+ | \$73,085.81 | \$74,085.81 | \$75,585.81 | \$76,085.81 | \$76,585.81 | \$77,085.81 |

APPENDIX B – EXTRACURRICULAR AND ATHLETIC STIPENDS

- A. Vacant extracurricular stipend positions will be advertised and offered based upon the need to support educational programming as determined by the Superintendent and consultation with the Association.
- B. Athletic positions will be advertised annually and offered based upon sufficient student participation and as determined by the Superintendent and consultation with the Association.
- C. There shall be formal evaluations of coaches and advisors of extracurricular and athletic activities. The Association and School Committee shall meet to develop evaluation procedures.
- D. Employees hired after the start of the activity shall be considered temporary but shall be paid at the contract formula rate.
- E. The teacher may terminate his/her participation in an extracurricular and athletic activity during the activity or season by written mutual agreement.
- F. All extracurricular and athletic stipends shall be paid based on the following formula:

$$\text{Stipend} = \text{Base } (\$24,800) \times \text{Time} \times \text{Responsibility} \times \text{Experience}$$

- G. Time (T) is defined as follows:

The range is 0 to 0.1. Taken under consideration is the length of season as designated by the Maine Principals' Association, practice, time, travel, and number of events.

| Number of Weeks | Factor | Hours |
|-----------------|--------|---------|
| 6 | 0.01 | 101-120 |
| 7 | 0.02 | 121-140 |
| 8 | 0.03 | 141-160 |
| 9 | 0.04 | 161-180 |
| 10 | 0.05 | 181-200 |
| 11 | 0.06 | 201-220 |
| 12 | 0.07 | 221-240 |
| 13 | 0.08 | 241-260 |
| 14 | 0.09 | 261-280 |
| 15 | 0.10 | 281-300 |

- H. Responsibility (R) is defined as follows:

This factor involves variables such as the number of participants to supervise, the risk of injury to the participants, and the exposure to liability. The factor range is 1.0 to 1.5.

I. Experience (E) is defined as follows:

Years of experience is defined as experience advising or coaching in named role/capacity and factored as follows:

| Years | Factor |
|-------|--------|
| 0-1 | 1.0 |
| 2-4 | 1.1 |
| 5-7 | 1.2 |
| 8-10 | 1.3 |
| 11-13 | 1.4 |
| 13+ | 1.5 |

APPENDIX C – ANNUAL SPOUSAL WISCASSET HEALTH INSURANCE CERTIFICATION

I, _____, hereby certify to the Board of Directors of the Wiscasset School Board as follows (please complete appropriate section):

My spouse is not employed.

My spouse is employed, but he/she is not eligible for health insurance through his/her employer, or if eligible for such insurance his/her employer does not contribute to the cost of insurance or provide cash in lieu of insurance.

My spouse is self-employed and has no employees, or does not contribute to the cost of health insurance for his/her employees or does not provide cash in lieu of insurance.

I certify that the above information is true, and agree to notify the Superintendent's Office within 10 days of any change. I understand that the Board of Directors reserves the right to require documentation concerning my certification. I further understand that any health insurance payments made by the Wiscasset School Department based upon a false certification will require repayment, including any collection costs and attorneys' fees, by me, and may result in disciplinary action against me, up to and including dismissal.

Signature

Date