

AGREEMENT

Between

The Board of Directors

And

The Teachers' Association

Of

Maine School Administrative District No. 49

2021-2024

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PREAMBLE

- A. The Board of Directors of MSAD #49, hereinafter referred to as the "Board," and the MSAD #49 Teachers Association/MEA/NEA, hereinafter referred to as the "Association," recognizing that their mutual purpose is to provide the best possible education for the youth of MSAD #49, do hereby agree to abide by the statements in this document. Both parties recognize that:
1. The Board under law has the final responsibility for the establishing of policies for the public school system. Upon written request from the Association President, the Board's designee shall meet and consult prior to the adoption of all educational policy change pursuant to Title 26 MRSA, Section 965, C.
 2. Teachers are responsible for following established Board policies. A copy of these policies shall be available on the district website.
 3. The teachers have the ultimate responsibility of providing the best possible education in the classroom and will enjoy the privileges of academic freedom consistent with the goals and objectives adopted by the Board.
 4. The Board, the Superintendent, and the teachers share the responsibility of securing the community support for public education in MSAD #49.
 5. Teacher intellectual property done on own time. Teachers who created intellectual properties outside their responsibilities and time employed will retain full rights of ownership in that property.
- B. The Board also recognizes that the best interest of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the Association to negotiate matters of mutual concern for the purpose of reaching a mutually satisfactory agreement on these matters and matters of community support of public education in MSAD #49. Free and open exchange of views is desirable and necessary with all parties participating in deliberation leading to determination of matters of mutual concern.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined under State of Maine Public Law, Title 26 M.R.S.A., Chapter 9-A, Section 962, for the entire group of professionally certified or licensed employees employed pursuant to Title 20-A Section 13201 and holding contractual positions with the Board, excluding the Superintendent, Assistant Superintendent and nonteaching Administrators.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this agreement.
- C. All official communications and copies will be sent between the Superintendent, the Chairman of the Board, and Association President. Official communications shall mean: board agendas, board minutes, correspondence between the Superintendent and the Association, teacher openings, promotions, recall lists, correspondence concerning teacher certification, any official lists of teacher names sent to Department of Educational and Cultural Services, and similar correspondence.
- D. It is understood that teachers, through their representatives, have the opportunity to express their opinions and make recommendations, without fear of intimidation, coercion, or retribution on matters pertaining to working conditions and educational policies. If these conditions are grievances, they should be properly channeled as outlined.

ARTICLE II

GRIEVANCE PROCEDURE

A. **Purpose and Introduction**

For the purpose of this Agreement, the following procedure is to secure at the lowest possible level solutions to disagreements or disputes between the Board and any teacher or group of teachers. A teacher or teachers should be aware that the Association is available and stands ready to assist at no additional cost for its members in processing a grievance. Non-members may incur additional cost for such representation.

B. **Definitions**

1. A "*grievance*" is a claim by a teacher, teachers, or the Association that there has been a violation, inequitable application, misinterpretation, or misapplication of this agreement or of established Board Policy,

governing teacher employment/ responsibilities.

2. A "*grievant*" is a teacher, or teachers, or the Association making a grievance.
3. Days shall mean central office working days exclusive of storm days.

C. **Grievance Procedure**

1. A grievant shall discuss the grievance informally with his/her principal or immediate supervisor. If no satisfactory resolution can be agreed to informally, then within twenty (20) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, the grievant will submit a formal grievance in writing to his/her principal, or the grievance will be waived.
2. If within ten (10) days of the filing of the formal grievance a satisfactory resolution is not reached the grievance will be filed in writing with the Superintendent or the grievance will be waived by the grievant.
3. Upon receipt of the grievance, the Superintendent will meet with the grievant within ten (10) days and will submit in writing his/her answer to the grievance within ten (10) days following the meeting. Should the Superintendent fail to respond within ten (10) days, the grievance will be deemed granted, except in the event of the Superintendent being unavailable due to being on leave.
4. If the grievant is not satisfied with the Superintendent's answer, then he/she may file the grievance at Board level within ten (10) days of the receipt of the Superintendent's answer or the grievance will be waived. A meeting with the Board will be scheduled at the Boards' next regularly scheduled meeting following receipt of the grievance by the Superintendent. In any event, a meeting shall be scheduled not later than the Board's second regularly scheduled meeting following receipt of the grievance. The Board will give its written answer to the grievance within ten (10) days following the completion of the meeting. Should the Board fail to respond within the ten (10) days, the grievance will be deemed granted.
5. Within ten (10) days of the Board's answer, the grievance may be submitted to arbitration through the Association and the Association agrees to notify the Board in writing of its action. The Board and the Association or their representatives shall mutually agree upon an arbitrator within ten (10) days after the Board has received a timely notice, or if agreement is not reached, a request shall be made to the American Arbitration Association for arbitration services. The parties

agree to accept the arbitrator's award as final and binding upon them subject to judicial review. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

D. **Miscellaneous**

1. A grievant may be represented at any level in the processing of a grievance by a designated Association representative. Should the grievant decline the right to representation, the Association shall have the right to be present at all stages of the formal procedure.
2. No reprisals of any kind will be taken by the Board, the Association, their representatives, or the school administration against any teacher or administrator because of their participation or nonparticipation in the grievance procedure.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE III

TEACHER RIGHTS

- A. Pursuant to Chapter 9-A, Title 26 M.R.S.A. Section 963, the Board hereby agrees that every employee of the Board has the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protections.
- B. No continuing contract teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage, including dismissal and nonrenewal of contract, without just cause. The teacher shall be entitled to have present any official association representative and/or representative other than from the Association. If the aggrieved person chooses a representative other than from the Association, the Association has the right to have present an observer acceptable to the aggrieved person.

This just cause provision does not apply to any decision regarding non reappointment of a head of a department. If a probationary teacher is dismissed, he/she shall be entitled to receive reasons from the Superintendent for his/her dismissal and shall have the right to confer with the Superintendent and appropriate principal.

- C. Whenever any teacher is required to appear before the Board or the Superintendent, excepting for an informal meeting involved within the evaluation process, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary of any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have an official Association representative of his/her choice present to advise him/her and represent him/her during such meeting. Any suspension of a teacher pending charges shall be with pay.
- D. 1. A teacher shall have the right upon written request to review the contents of his/her personnel file and to receive copies, at the Board's expense, of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such a review. At least once every two (2) years a teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the Superintendent or his/her designee and, if in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has received a copy of the material. The teacher shall initial the copy placed in the file within 10 days. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and his/her designee and this response shall be attached to the file copy. Should a teacher or Superintendent request a meeting concerning material which is being placed in the personnel file, such meeting will be held in a reasonable time, and the teacher shall be entitled to representation.
3. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents; the Board shall not establish any separate personnel file.
- E. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which will be used in any manner in evaluating or disciplining a teacher shall be promptly investigated and called to the attention of the teacher. If any complaint is brought to the attention of the teacher, the teacher shall be told the nature of the complaint and be informed as to the identity of the complaining party. The teacher shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

- F. The normal channel for complaints concerning teachers shall be from complainant to the teacher, then to the principal and/or supervisor, then to the Superintendent and then to the Board. Efforts to resolve complaints with the involvement of the teacher against whom the complaint is made at the lowest level, unless the Administrator determines that the nature of the complaint requires immediate referral to a higher level.

ARTICLE IV

ASSOCIATION PRIVILEGES

- A. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such associations. The Board agrees to recognize Continuous Payroll Deduction forms signed by individual members.
- B. The Association shall fully indemnify and hold the Board and the Superintendent completely harmless against claims or suits of any nature which may arise by reason of the Board's compliance with the terms of this Article.
- C. Having prior approval of the building principal, the Association's privileges with respect to the use of facilities and equipment shall not be denied.
- D. An association representative as appointed by the executive committee will meet with the Superintendent as necessary during the school year as a means of building communication to discuss issues relating to the operations of the schools on all matters other than issues relating to the collective bargaining agreement. When requested by either party, the Board Chair and/or Board Lead Negotiator will be involved.

ARTICLE V

SCHOOL CALENDAR

- A. The school employment year of teachers covered by the classroom teachers' Salary Schedule shall begin on at least one day, but not more than two (2) days, prior to the opening of school.
- B. It is understood that one of the in-service days prior to the student year shall be used by teachers for preparing for the school year.

- C. In 2021-2024 the Board agrees to pay each teacher required to work beyond one hundred eighty-four (184) days 1/184 of the teacher's annual rate for each additional day worked.
- D. The Board agrees to meet and consult with the Association, in the annual development of a calendar for the succeeding school year.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
- B. Teachers upon notifying their building office of their whereabouts, may leave the building without requesting permission during their scheduled duty-free lunch periods. With permission of the principal on-duty teachers may leave the building during a planning period.
- C.
 - 1. Teachers are expected to make themselves available to parents and pupils in a professional manner. Teachers are expected to be available to parents and students for thirty minutes beyond the school day unless excused by an Administrator. Teachers must post their hours in a prominent place on the last workday of each week for the next school week and notify students of the schedule. When requested it is understood that teachers would make reasonable attempts to meet with students or parents outside of posted hours.
 - 2. Each round of parent-teacher conferences scheduled by the Board or its designee shall not exceed a total of eight hours, excluding meal breaks, over two consecutive days.

If all conferences are not completed within the Board-scheduled time, teachers shall schedule additional conferences as necessary at the mutual convenience of the teacher and the parents.

- D.
 - 1. Building based teachers may be required to remain after the end of the regular work day, or by mutual agreement before the start of the student day, without additional compensation, for the purpose of attending general faculty or grade level meetings fifteen (15) days each year. Such meetings shall begin no later than fifteen (15) minutes after the last regularly scheduled bus departure at the end of the normal school day and shall run for no more than seventy-five (75) minutes.

Due to the later start of the elementary school day, morning meetings may be

scheduled up to one (1) hour before the student's day begins. However, these number and time limitations can be extended in case of emergency or by mutual agreement. The Superintendent of Schools may, for reasonable cause, call additional meetings, system-wide or within a school.

2. a. The notice of an agenda for any regularly scheduled meetings shall be given to the teachers involved at least three (3) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- b. The principal can add items to the agenda on matters, which have arisen after publishing the agenda.

E. Classroom teachers shall have daily, a minimum of a 20-minute lunch during which they shall not be assigned to any other duties.

F. Classroom teachers shall have preparation time during which they shall not be assigned to any other duties as follows:

1. Elementary School: at least 5 periods per normal week and every effort will be made to have at least 1 daily prep 4 days per normal week
2. Junior High School: 1 period/block per day
3. Senior High School: 1 block per day for 1 semester; ½ block per day for 1 semester

In the event that the Junior High schedule changes to align with the Senior High, then the Junior High prep time will adjust to match the Senior High prep time as set forth above.

G. No teacher shall be required to supervise activities scheduled outside the school day unless said teacher is directly involved with the sponsoring group. Such activities shall include dances, chaperoning buses, ticket-taking and similar activities.

ARTICLE VII

REMOTE TEACHING/LEARNING DAYS

- A. For emergency days: The District and Association may develop procedures for remote learning days to be used when there is a school closure due to weather or other emergency provided that the plan is approved by the Commissioner pursuant to MRSA 20-A, Ch. 209, Sec 4801.
- B. In the event of required remote teaching/learning days the board will meet to negotiate terms of the implementation of said terms.

ARTICLE VIII

TEACHER EMPLOYMENT

- A.
 - 1. Each teacher shall be placed on his/her proper step of the salary schedule as determined by the teacher's years of experience, degree attained, and credits earned. Nurses shall receive credit for time worked in other school systems and, at the discretion of the Superintendent, may also receive credit for other nursing experience.
 - 2. Credit up to the maximum step of any salary level on the Teacher Salary schedule set forth in Article XXII shall be given for previous teaching in approved elementary, secondary or postsecondary schools.
 - 3. Teachers leaving MSAD #49 to serve in the Armed Forces during periods of national emergencies and returning directly after initial tour of active duty to MSAD #49 shall receive credit on the salary scale at the rate of one (1) step for each year of military service.
 - 4. Teachers who anticipate movement from one salary column to a higher column shall notify the Superintendent in writing no later than March 1 of the school year prior to the school year of the anticipated change in column.
 - 5. Column advancement shall be effective no later than the second payroll period following the receipt of documentation verifying successful completion of the coursework by the Superintendent.
- B. Teachers with previous teaching experience in MSAD #49 shall, upon returning to the system, receive full credit on the salary schedule for all full time teaching in approved elementary, secondary or postsecondary schools.
- C. Teachers and those filling positions in Article XXI shall be notified of their contract and salary status for the ensuing year as soon as practicable after they are elected.
- D. The district accepts the "job sharing" concept on a voluntary basis under terms mutually agreed upon by the teachers involved and the Superintendent.

ARTICLE IX

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Article XXII which is attached hereto and made a part hereof.
 - 1. The annual salaries of teachers shall be paid in twenty-six (26) equal installments due on Wednesday. A teacher may choose to receive his/her checks for the summer months in one (1) lump sum by the first payday in July, if such desire is communicated to the Superintendent's Office in writing by August 1 in the calendar year prior to the calendar year in which the lump sum is paid. Proper payroll deductions shall be made for this check for health insurance; retirement and other authorized deductions as to afford coverage for the individual until the first deduction the following fall.
 - 2. The first paycheck in any contract year shall be no later than the second Wednesday after the first school calendar day. Should the first payroll date of a school year create an unusual circumstance, the Superintendent and the Association President shall meet to determine any necessary change(s) to the payroll date.
 - 3. The checks payable in the summertime shall be mailed to the teachers if not picked up at the Superintendent's Office before 3:00 P.M. on payday.
 - 4. Teachers who receive checks for any extra-curricular compensation shall be paid in their regular paycheck.
- B. Teachers who are required by their daily teaching schedule to travel between buildings during the workday will be reimbursed at the Board rate for mileage.
- C. Teachers may make changes in their payroll deductions no more than once per month, except for health insurance or those required by law. Requests must be in writing, and will be effective as soon as possible, but no later than the second payroll after notice is received.
- D. If the administration determines that an additional course is necessary, then the classroom teacher who agrees to teach the extra course, shall be paid for the additional load through a stipend agreement. The Superintendent, the classroom teacher and the Association shall negotiate the terms of the stipend agreement, taking into consideration the nature and complexity of the course, and the time commitment involved.

ARTICLE X

TEACHER ASSIGNMENTS, VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A.
 - 1. The Superintendent shall post on the Central Office bulletin board and on a bulletin board in each school, known vacancies which shall occur during the school year, and by mail during the summer recess, up to and including the first payroll in August. Teachers who have received their summer pay in a lump sum who wish to be informed of vacancies, shall leave stamped, self-addressed envelopes with the Central Office for each pay period during the summer. The Superintendent shall notify the Association President of any known vacancies during the summer on a biweekly basis.
 - 2. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building shall file the necessary copies of a written statement stating such to the following people: Superintendent, each principal involved as well as the special education director if applicable. Said teacher shall be considered before the position in question is filled. The statement shall include the grade, position, and/or subject to which the teacher desires to be assigned, and the school, or schools, to which he/she desires to be transferred in order of preference.
 - 3. If more than one teacher has applied for the same position, the assignment shall be made by the Superintendent.
- B. All teachers shall be given written notice of their salary schedules, and their class and/or subject assignments before the end of the school year insofar as administratively feasible.

ARTICLE XI

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. An involuntary transfer will be made only when the Superintendent deems such a transfer necessary for the normal functioning of the schools or to prevent undue disruptions of the instructional program. The Superintendent shall notify the affected teacher in writing of the reasons for such transfer, and arrange a meeting with the teacher. The teacher may, at his/her option, have an Association representative present at such meeting. If the teacher objects to such transfer for the reasons given, the dispute can be processed through the grievance procedure.
- B. A list of open positions in the school district shall be made available to all

teachers being involuntarily transferred or reassigned. Such teachers may request the positions in order of preference, to which they desire to be transferred.

- C. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable with a copy being sent to the President of the Association.
- D. A teacher who has been involuntarily transferred into another impact area shall have the option at the time of transfer of remaining on the seniority list in his/her previous impact area.

ARTICLE XII

PROMOTIONS

A. **Promotional Positions Are Defined**

Positions as used in this section means any position, which pays a salary differential and/or involves an additional or higher level of responsibility. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, all vacancies of promotional positions shall be adequately publicized in Payday Communique.
2. All qualified teachers shall be given adequate opportunity, as per the time requirements of the posting (application deadline), to make application and no positions shall be filled until all properly submitted applications have been considered.

ARTICLE XIII

TEACHER EVALUATION

- A.
 1. Teachers shall be evaluated according to Board Policy in compliance with Maine law.

Evaluations shall be performed and shall be consistent with the Teacher Evaluation system approved by the Steering Committee, adopted by the Board, and approved by the State.

2. A teacher shall be given a copy of any classroom observation or evaluation reports prepared by his/her evaluators within 15 days of the

classroom visit and at least one (1) day before any conference to discuss it, unless both mutually agree to waive this waiting period. No report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without the teacher receiving a copy of said report. No teacher shall be required to sign a blank or incomplete report. Teachers will have the right to attach a written rebuttal to any observation/evaluation report.

- B. 1. Evaluation reports shall be presented to nonsupervisory personnel by the appropriate administrator in accordance with state law and board policy.
 - a. Such evaluation reports are to be provided for non-continuing contract teachers at least three (3) times each year, the first no later than December 15 and the last no later than May 15.
 - b. Evaluations for continuing contract teachers will be completed annually and no later than May 15.
- C. If a teacher receives an overall evaluation of partially effective, he/she will be monitored by their evaluator on a two-year Professional Growth Plan. If a teacher receives an overall evaluation of ineffective, he/she will be placed on a Directed One-Year Improvement Plan. Two consecutive years of ineffective ratings constitutes just cause for non-renewal of a teacher's contract. In the event of concerns of a serious nature that are raised about any teacher's performance as a result of observations and/or complaints, evaluators will address these concerns with the teacher and may result in adjusting the teacher's Professional Growth Plan, the development of a Directed Teacher Improvement Plan, and/or an annual summative evaluation for continuing contract teachers. If the Superintendent deems it necessary, the teacher shall 1) be required to take no more than two (2) courses or workshops for professional development by September 1 of the same year; and/or 2) accept an involuntary transfer; and/or 3) be required to remain on his/her current step in the salary scale for the following year. This is not intended to rule out the possibility of dismissal. If a teacher is placed on a growth or improvement plan as described above, it will be understood that said plan will include:
 - 1. Specific recommendations crafted in consultation with the teacher
 - 2. Attainable goals
 - 3. Specific supports by the district to attain recommendations and goals
 - 4. A timeline
- D. No documents and/or other material shall be placed in the personnel file of such a teacher after the teacher's severance except in accordance with the procedure set forth in this article.

ARTICLE XIV

TEACHER FACILITIES

- A. The Board recognizes that teachers need an area in which students are not allowed and is free from student activity. These areas will be made available in new and old buildings whenever possible.
- B. Schools will meet all state of Maine health and safety standards.

The Association and District will meet to find a mutually acceptable resolution to address situations that employees have identified as unsafe or unlawful conditions, practices, or activities.

- C. There will be no smoking on school property.

ARTICLE XV

SICK TEACHER LEAVE

- A. Teachers shall be entitled to fifteen (15) days of sick leave as of the first official day of the school year with a maximum total accumulation of one hundred twenty five (125) days. This noted, the Board retains the right to move for disability retirement before all sick days are exhausted. As of September 15, 2012 the teacher's individual accumulation will be that teacher's individual cap, for teachers with more than 125 accumulated days who choose not to join the sick bank.
- B. The Board shall provide a written statement for each teacher at the beginning of each school year indicating the total of sick leave credit.
- C. Upon complaint from a building principal that a teacher might be abusing sick leave privileges, the Superintendent shall notify the teacher under suspicion. If the teacher again takes sick leave, the Superintendent may require examination by a qualified physician of the teacher's choice at the expense of the Board. In the event that the teacher is required to have a second examination, it will not be made by the same licensed physician.
- D. Teachers who incur a temporary physical disability shall be entitled to utilize any or all net accumulated sick leave including sick leave from the sick leave bank for the period during which they are physically unable to perform their regular duties. Accrued sick leave may be used until exhausted, after which the employee will not be entitled to compensation. Extended periods of actual

physical disability shall be verified in writing by licensed physicians to the Superintendent of Schools.

- E. Sick leave may also be used by the employee to care for his or her children, spouse or parent suffering from a serious illness or physical disability requiring the care of the teacher. Additional days may be granted at the discretion of the Superintendent.
- F. Eligible teachers shall be entitled to leave under the Federal Family Medical Leave Act. All leave granted by the Board under provisions of this collective bargaining agreement which are for the purposes which are eligible under the Federal Family Medical Leave Act, will be charged against an employee's F.M.L.A. entitlement. Once leave granted under this article is exhausted, any additional leave time under FMLA shall be unpaid.
- G. Teachers not eligible for Federal FMLA leave under section F above, shall be eligible for unpaid leave as follows:
 - 1. The Board agrees to provide up to fifty- (50) consecutive days of unpaid leave for teachers who have been employed in MSAD #49 for one (1) continuous year (184 days in 2021-2024) to:
 - a. care for a newly adopted child,
 - b. care for a newborn child,
 - c. care for a spouse, child, or parent with a serious health condition, or
 - d. care for one's own serious health condition.
 - 2. Whenever possible the teacher will give the Board thirty- (30) days advance notice of an extended leave. The Board will continue to pay its share of the employee's health insurance policy in accordance with this collective bargaining agreement for the fifty- (50) days and will restore the teacher to his/her original position or to a substantially comparable position.
- H. Previously accumulated unused sick leave days will be restored to all teachers returning from military service during periods of national emergencies

Sick Leave Bank

- A. The Board will cooperate in the establishment of a voluntary sick-leave bank. Any employee defined in the recognition clause of this Agreement between the MSAD #49 Teachers Association and the MSAD #49 Board of Directors shall be eligible to become a member of the sick leave bank. The sick leave bank is available to eligible teachers who are required to be absent from work due to a serious physical or mental health condition that requires treatment from a licensed physician.
- B. At the beginning of each school year, any bargaining unit member wishing to enroll in the bank shall donate one (1) day of available sick leave to the bank. Such donation must be made no later than October 1 of the enrolling year. Any employee employed after the beginning of the school year, may elect to enroll in the sick-leave bank within fifteen (15) days of becoming employed. Each contributing teacher shall be a member of the pool and eligible to withdraw days.
- C. If the number of days in the bank diminishes to fifteen (15), those participating and who have available sick-leave days will be assessed an additional day. Participants in the sick-leave bank will not have to replace days except as a regular contributing member as stated above.
- D. At the close of the school year in June, all unused sick leave days will be carried over to the following school year at which time they will be added to any new contributions to the bank for the ensuing year. Those carried over days will at no time exceed 125 days.
- E. The bargaining unit member will give authorization for inclusion in the sick bank on a form provided by the Superintendent's office. Members of the sick bank are understood to be continuously enrolled and therefore will not need to re-enroll each year. Bargaining members who no longer wish to be part of the sick bank must notify the business office by October 1 of the year in which they wish to withdraw.
- F. A bargaining unit member enrolling in the sick-leave bank will forfeit all previously accumulated sick leave days in excess of one hundred twenty five (125) days upon becoming a member of the sick-leave bank. Such forfeiture of sick leave days in excess of one hundred twenty five (125) will be permanent and irrevocable.
- G. A member will be eligible to withdraw days from the bank when his/her accumulated sick leave has been depleted. Eligibility excludes maternity leave, except in the case where there are medical complications.
 - 1. Members may request to withdraw days when their accumulated sick leave reaches five (5) days or less. It is understood that in some

instances teachers will not be able to submit sick bank requests until after personal sick leave days have been exhausted.

2. Eligible teachers must have been ill/injured and absent from work for at least two (2) consecutive days preceding application to withdraw from the sick leave bank.
 3. Granting of sick leave from the bank will be retroactive to the date of the exhaustion of a teacher's personal accumulated sick leave.
 4. A licensed physician's statement of need shall be required as a prerequisite to draw from the bank.
- H. All applications to withdraw days from the bank shall be sent to the Superintendent. Members of the sick bank who meet the criteria as set forth in this article will be granted leave from the sick bank. A lifetime maximum of one hundred and seventy (170) days may be drawn by one individual from the bank. In extenuating circumstances, an individual may request to withdraw days in excess of the one hundred and seventy (170) days with approval by both the Association and the Superintendent.
- I. The Superintendent shall notify the Association in writing of the recipients of days from the pool, as soon as possible before said sick leave days are to go into effect.

ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be entitled to the following temporary non-accumulative leaves of absence with full pay each school year, upon application to and approval by the Superintendent.
1. Leave for the purpose of visiting other schools or attending meetings or conferences of an educational nature may be approved by the Superintendent upon application through the building principal.
 2. Bereavement Leave:

Teachers will be allowed up to five (5) days not deducted from their salary or sick leave for each death in the immediate family. It should be understood that the immediate family shall mean the spouse, the parents of the spouse, the parents, stepparents, guardian, children, stepchildren, brothers, stepbrothers, sisters, stepsisters, wards, grandparents, and grandchildren. However, the Superintendent will have the prerogative to extend the definition of "immediate

family" in consideration of extenuating circumstances. It should be further understood that if additional days are needed the Superintendent may give extended bereavement leave which would be deducted from the teacher's sick leave.

- B. Except for extended bereavement leave, leaves taken pursuant to Section A above will be in addition to any sick leave to which the teacher is entitled.
- C. Each teacher will be allowed up to three (3) days of paid personal leave in accordance with 26 M.R. S.A. sec. 637. Except in emergencies, the teacher taking this leave will give his/her appropriate principal written notice of his/her intention to take this leave at least three (3) days in advance of the day he/she proposes to be absent. Such leave shall not be cumulative, and will be deducted from sick leave. All requests for leave will be answered at least twenty-four (24) hours prior to the day requested. In no event will the number of teachers taking personal leave exceed four (4) on any given day except that the Superintendent may extend this number at his/her discretion.
- D. No teacher shall suffer loss of pay or benefits as a result of fulfilling jury duty obligations, but he/she shall turn over to MSAD #49 any fees received, less expenses incurred during performance of duty.
- E. Subject to prior approval of the Superintendent, or his designee, the president of the Association or his/her delegated representative will be allowed up to four (4) days of leave in order to conduct Association business. The Association shall pay for the substitute.
- F. Temporary leaves of absence without pay up to a maximum of five- (5) days may be granted by the Superintendent for good reason.
- G. Teachers who give up preparation time, at the request of administration, in order to cover a class, or who combine classes due to an absent teacher, per administrative request, will accrue additional personal compensatory days. Such accrual will be documented on time sheets and will result in one additional personal compensatory day for each 5 hours of time given. These days will not be deducted from the teachers 15 leave days nor will they expire at any time. Teachers will be required to request use of these days at least 3 days in advance and will not be denied use of requested days for any reason.

All requests for compensatory leave will be answered at least twenty-four (24) hours prior to the day requested. In no event will the number of teachers taking compensatory and personal leave exceed four (4) on any given day except that the Superintendent may extend this number at his/her discretion.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

- A. A teacher on continuing contract may be granted a leave of absence without pay for one year to teach in an accredited college or university, or other accredited institution.
- B. A teacher after seven (7) years in the district may be granted a sabbatical at one-half (1/2) pay for up to a full year, provided that the Superintendent is satisfied that the purpose of the leave will benefit the District's education program and provided that the teacher returns to the district for a full year of employment immediately following such leave. Application must be made prior to April 1 for the following academic year. A written agreement shall be approved and signed by the Superintendent and teacher involved. Unless physically unable, if a teacher fails to return after a sabbatical leave, or fails upon return to remain employed by the district for a full school year, the teacher shall repay the District the amount of sabbatical leave pay received.
- C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- D. A leave of absence without pay may be granted for the purpose of caring for a sick member of the teacher's immediate family. The terms of such leave shall be mutually agreed upon by the teacher and the Superintendent.
- E. Other leaves of absence without pay may be granted by the Board for good reason.
- F. All benefits including unused accumulated sick leave and credits toward sabbatical eligibility, to which a teacher was entitled at the time his/her leave of absence commenced, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position, as soon as available.
- G. All extensions or renewals of leaves shall be applied for in writing and granted or denied in writing. Teachers out for the remainder of any contract year shall indicate their intentions for the next contract year prior to March 1. If a teacher fails by March 1 to indicate in writing to the Superintendent his/her intention to teach in MSAD #49 for the next school year, he/she shall be deemed to have resigned, provided the Superintendent has notified said teacher in writing by February 15 by certified or registered mail, or if said mail is refused, or is not signed for, by regular mail. Notice will be deemed given on the date postmarked.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff, responsibility for the updating of teacher performance and attitudes. The Board and the T.A. support the principle of continuing training of teachers and the improvement of instruction.
- B. To work toward the ends stated above, the Board agrees to implement the following:
 - 1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other sessions which a teacher is required by the administration to take. To be eligible for reimbursement the teacher must receive a minimum grade of B, or its equivalent.
 - 2. Tuition and costs of required texts for college courses taken, or their equivalent, including courses offered by the District, if the courses are directly related to the position held by the teacher, shall be reimbursed at actual cost, not to exceed \$500.00 for all course reimbursements that have been approved in advance by the Superintendent. The Superintendent has the discretion to grant or deny course reimbursement requests, which discretion shall not be exercised arbitrarily or capriciously. Prior written approval by the Superintendent is required.
 - 3. Reimbursement shall only be provided to a teacher who returns to employment with the District for the school year immediately following the completion of a course. Teachers who receive reimbursement and do not complete at least the first sixty- (60) calendar days of the next school year shall have any reimbursed amounts deducted from their final salary payment. If a teacher has received a lump sum payment, then the District shall be reimbursed within thirty- (30) days by the teacher for the full amount.
 - 4. The district will pay the entire tuition (up to the current rate of the University of Maine) for courses in a matriculated master's degree program, provided that the Superintendent has given prior approval to the specific masters' degree program. The district will make payment in advance of the course and the teacher must complete the course with a minimum grade of B or its equivalent. Teachers who do not complete the course with the minimum grade requirement shall have any reimbursed amounts deducted from their salary.

5. The Superintendent reserves the right to require professional development programs/classes of teachers during the school year. Such programs would normally impact some of the District teachers. It is not the intent of this agreement to require all teachers to participate on an ongoing basis. Furthermore, it is not the intent of this agreement to require teachers who participate in said programs, to be in class longer than 75 minutes beyond the normal work day.

Teachers who are required to be in these programs for at least 10 hours beyond the normal work day and who are not receiving re-certification credits, graduate credits, or some other form of direct compensation, will earn an additional personal day, to be taken in the current year, which will not come from their accumulated sick leave.

In the event that a teacher is required to put in 40 or more hours of professional development time beyond the regular work day, in a single school year, without aforementioned credit or compensation, he/she would earn a second personal day, which also must be taken in the current school year, not to count against his/her accumulated sick leave.

ARTICLE XIX

INSURANCE PROTECTION

- A. The Board agrees to pay on behalf of each teacher up to the following amounts per month towards the cost for family Blue Cross/Blue Shield, UCR, plus major medical, or a plan equal or better, as determined by the Board and the Association.

- a. In 2021-2024, the Board shall pay the following percentages of the premium for the plan selected by teachers:

2021-2022

	Standard	Choice Plus
Single:	100%	100%
Two-person:	65%	70%
Adult with child:	65%	70%
Family:	60%	70%

2022-2023

	Standard	Choice Plus
Single:	100%	100%
Two-person:	65%	73%
Adult with child:	65%	73%
Family:	60%	73%

2023-2024

	Standard	Choice Plus
Single:	100%	100%
Two-person:	65%	75%
Adult with child:	65%	75%
Family:	60%	75%

b. Choice-Plus Plan Option:

Teachers shall have the option of selecting the MEA Benefits Trust Choice Plus Plan. Teachers who are covered by a plan level that requires a cost sharing of the health insurance premium with the Board, shall share equally with the Board any premium savings resulting from teachers switching to the Choice-Plus Plan.

c. The Board agrees to formally adopt a Section 125 cafeteria plan to permit employees to pay insurance premiums with pretax dollars.

The District will not sustain any penalty(ies) related to the Affordable Care Act on health insurance for the duration of this contract.

B. With respect to the amount of money provided by section A of this Article, each teacher shall be permitted to select one of the following options:

1. Apply the money toward any MEA Benefits Trust insurance premium for which the teacher is eligible; or
2. Apply the money toward a disability insurance premium or other Board approved plan, for which the teacher is eligible;

C. In May teachers shall inform the Superintendent's Office of any option change for the succeeding school year.

D. The Board agrees to pay for the first ten thousand dollars (\$10,000) worth of life insurance protection at its own expense.

E. The Board agrees to pay the full cost of the following family dental plan: The plan shall cover the teacher, the teacher's spouse and the teacher's children under the age of 26. For orthodontic work each covered person shall be reimbursed at the rate of 50 percent for up to a maximum of \$1,000.00 in a lifetime per person (\$500.00 reimbursable). For dental work, each covered person shall be reimbursed in full for the first \$200.00 in cost each year. Remaining dental work each year shall be reimbursed at the rate of 50 percent up to a maximum of \$1,800.00 for each family group (\$900.00 reimbursable). The first \$200.00 per person each year and the cost of orthodontic work in any particular year, shall be included in the \$1,800.00 per group yearly maximum.

Teachers must submit bills for reimbursement within sixty- (60) calendar days of the teacher's payment of the dentist. Any bills submitted after sixty- (60) days shall not be honored.

- F. In 2022-2023 the Board and Association will meet and agree to open up Article XX, section E with the intent of increasing dental benefits for the 2023-2024 contract year.
1. When spouses both work for M.S.A.D. No. 49 they may use each other's benefits each year (when and if necessary).

ARTICLE XX

WORKERS' COMPENSATION

Teachers' rights with respect to workers' compensation are established by the Maine Workers' Compensation Act, Title 39-A, Maine Revised Statutes Annotated. Employees absent due to an injury for which workers compensation is provided may use accumulated sick leave to make up the difference between the workers' compensation and the teachers' regular salary. If the employee is unable to work due to a work-related injury, the employee shall receive pay for sick leave to the extent the employee has accumulated sick leave. The employee shall forfeit to the Board any workers compensation wage replacement benefits s/he may receive for the period of absence from employment during which the employee has received paid sick leave.

ARTICLE XXI

SPECIALISTS AND EXTRACURRICULAR COMPENSATION

A. Department Heads

Department Heads shall receive the following additional compensation: one thousand eight hundred dollars) (\$1,800) base for Bachelors and two thousand dollars (2,000) base for Masters, plus fifty dollars (\$50) for each teacher in the department, excluding the department head.

Department Heads will have two (2) prep periods per day one semester each year, and one (1) prep period per day one semester each year. The additional prep period for one semester is given in order to conduct department work as assigned, by the building principal or Superintendent

Departments will consist of teachers in grades 7-12 in the following impact areas:

English
Guidance
History
Mathematics
Science
Special Education
Visual and Performing Arts
Wellness Health and PE
World Languages

B. Guidance Counselors

Should guidance counselors be required to work before or after the school year for students, they shall receive up to three (3) days at per diem pay and any additional days with compensatory time at a time mutually agreeable with the building principal and Superintendent for any such additional days worked. The number of additional days worked will be authorized by the Superintendent. The parties involved shall be notified thirty- (30) days prior to the expected work. They will be compensated for the extra days each year in September or June, or as necessary.

C. Teachers who work on certification committees shall be paid according to the following schedule:

1. Support System Steering Committee (Paid half in January and half on last payroll in June)
 - a. chairperson \$1,500.00
 - b. member \$1,000.00
2. Any teacher who serves as a mentor shall receive an annual stipend of \$750.00 or three (3) C.E.U.'s for recertification in lieu of the cash.

All compensated time spent on certification committee work shall be performed beyond the normal school day.

D. Extracurricular Compensation is based upon the following factors with the understanding that the stipend is for the entire season/year. Should a teacher only work a portion of the season/year, the stipend shall be prorated for the time actually worked. Any necessary proration shall be on the basis of the length of season/activity as defined by the League/Building Principal. The stipend shall either be paid:

1. half at the mid-point of a season/year and the other half at the conclusion of the season/year, or:
2. biweekly.

- E. Teachers who select the option of a biweekly payroll shall begin receiving pay for the activity as follows:
1. on the second payroll following the first day of practice for athletics.
 2. on the second payroll following the start of the school year for year round activities.
 3. on the second payroll following the start of the activity as determined by the building principal:
- a. Base shall be \$30,000
 - b. 10% experience factor for each 10 years of experience

ACTIVITIES	NUMBER OF PERSONS	PERCENTAGE
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ATHLETIC

Football Head	1	18
Basketball Head, (Boys & Girls)	2	18
Ice Hockey Head	1	15
Baseball Head	1	15
Softball Head	1	15
Field Hockey Head	1	15
Swimming, High School, (Boys/Girls)	1	12
Soccer Head, (Boys & Girls)	2	15
Spring Track Head	1	15
Winter Track Head	1	15
Cross Country, (Boys & Girls)	2	15
Intramural Coach	1	4
Football Assistant	4	10
Basketball JV, (Boys & Girls)	2	12
Basketball, 9th Boys	1	12
Football 9th Assistant	1	9
Football 8th Grade	1	9
Basketball, Grade 7 & 8	4	9
Winter Track Assistant	2	9
Spring Track Assistant	3	9
Baseball, JV	1	9
Softball, JV	1	9
Field Hockey, JV	1	9
J.V. Soccer, (Boys & Girls)	2	9
Jr. High Cross Country	1	9
Baseball, Junior High Grade 8	1	9
Baseball, Junior High Grade 7	1	9
Softball, Junior High Grade 8	1	9

Softball, Junior High Grade 7	1	9
Cheering, Varsity/JV, Fall	1	10
Cheering, Varsity/JV, Winter	1	12
Soccer, 7th & 8th (Boys & Girls)	4	9
Field Hockey, Junior High	1	9
Spring Track, Junior High	2	9
Golf	1	10
Cheering, Winter 7th & 8th	1	5
Cheering, Fall 7th & 8th	1	5
Lacrosse Girls High School	1	12
Lacrosse Boys High School	1	12

NON-ATHLETIC

Marching Competitive Band	1	10
Speech/Debate	1	10
Yearbook	1	10
Math Team	1	10
Drama	1	10
LHS and LJHS Chorus	1	10
Drama (7/8)	1	8
High School Newspaper	1	8
Film Association	1	8
LHS and LJHS Band	1	16
Pep Band	1	8
Jazz Band	1	8
Show Choir	1	8
Flag Instructor	1	8
National Honor Society	1	6
Future Business Leaders of America	1	5
Set Production High School	1	4
Set Production 7 & 8	1	4
Pride Club	1	10
Robotics – High School	1	10
Robotics – Jr. High School	1	8
Pride Club Assistant	1	4
High School Student Government (Senate)	1	10
Civil Rights Team HS	1	6

F. Class Advisors:

Senior 15% of base

Sophomore 8% of base

Junior 12% of base

Freshman 8% of base

An experience factor of three (3) percent of advisor's stipend per year, up to four (4) years, shall be added. An experience factor of +2% after four years continuous service as a class advisor.

ARTICLE XXII

RETIREMENT COMPENSATION

- A. Whenever any teacher retires from MSAD #49 and is eligible to begin receiving retirement benefits under the Maine State Retirement System and the teacher has at least thirty (30) days of cumulative sick leave at the date of retirement, the Board will pay to said teacher in a lump sum the teacher's per diem rate of pay for thirty (30) days unused accumulated sick leave not to exceed six thousand dollars (\$6000) as part of the final payment provided said teacher shall have been teaching in MSAD 49 for ten (10) or more years.
- B. In order to receive the payment on the first payroll in July, the teacher must notify the Superintendent of said retirement on or before December 1 of the school year in which the teacher retires. Failure to provide timely notification shall result in a delay of payment until the next school year.

ARTICLE XXIII

SALARY SCALE

The scales provided for 2021-22 and 2022-23 are informational and for placement of new hires with experience

2021-2022

<u>Exp</u>	<u>BA</u>	<u>MA</u>	<u>CAGS</u>
0	\$39,000	\$41,000	\$42,000
1	\$40,077	\$42,359	\$43,641
2	\$40,436	\$42,718	\$44,000
3	\$41,206	\$43,517	\$45,177
4	\$41,565	\$43,876	\$45,536
5	\$41,924	\$44,235	\$46,254
6	\$43,066	\$45,407	\$47,446
7	\$43,864	\$46,595	\$48,654
8	\$44,582	\$47,313	\$49,372
9	\$45,395	\$48,516	\$50,597
10	\$45,754	\$49,234	\$51,315
11	\$46,582	\$50,454	\$52,557
12	\$47,300	\$51,172	\$53,275
13	\$48,504	\$52,410	\$54,535
14	\$49,222	\$53,128	\$55,253
15	\$50,800	\$54,383	\$56,531
16	\$52,037	\$55,656	\$57,829

<u>Exp</u>	<u>BA</u>	<u>MA</u>	<u>CAGS</u>
17	\$52,755	\$56,374	\$59,265
18	\$54,010	\$57,666	\$60,582
19	\$55,641	\$59,695	\$61,919
20	\$56,933	\$61,745	\$63,278
21	\$57,651	\$63,181	\$64,714
22	\$59,680	\$64,534	\$66,094
23	\$61,729	\$66,626	\$68,215
24	\$63,799	\$68,022	\$71,795
25	\$64,876	\$68,022	\$73,231
26+	\$68,045	\$71,596	\$73,963

2022-2023

<u>Exp</u>	<u>BA</u>	<u>MA</u>	<u>CAGS</u>
0,1	\$40,000	\$42,000	\$44,000
2	\$41,422	\$44,056	\$45,690
3	\$41,605	\$44,239	\$45,873
4	\$42,711	\$45,410	\$47,270
5	\$42,894	\$45,593	\$47,453
6	\$43,077	\$45,776	\$47,819
7	\$44,397	\$47,163	\$49,251
8	\$45,567	\$48,585	\$50,308
9	\$45,933	\$48,951	\$51,085
10	\$47,137	\$50,409	\$52,590
11	\$47,320	\$50,775	\$52,956
12	\$48,558	\$52,270	\$54,501
13	\$48,924	\$52,636	\$54,867
14	\$50,381	\$54,169	\$56,451
15	\$50,747	\$54,535	\$56,817
16	\$52,424	\$56,108	\$58,443
17	\$53,956	\$57,722	\$60,111
18	\$54,322	\$58,088	\$60,843
19	\$55,894	\$59,745	\$62,556
20	\$57,690	\$61,812	\$64,315
21	\$59,346	\$63,923	\$66,121
22	\$59,712	\$64,655	\$66,853
23	\$61,777	\$66,448	\$68,708
24	\$63,888	\$68,655	\$70,980
25	\$66,045	\$70,547	\$74,036
26	\$66,594	\$70,547	\$74,768
27+	\$69,349	\$73,588	\$76,414

2023-2024

<u>Exp</u>	<u>Level</u>	<u>BA</u>	<u>MA</u>	<u>CAGS</u>
0-2	0	\$ 41,500	\$ 43,500	\$ 45,500
3,4	1	\$ 42,820	\$ 45,820	\$ 47,820
5-7	2	\$ 44,276	\$ 47,378	\$ 49,446
8	3	\$ 45,781	\$ 48,989	\$ 51,127
9,10	4	\$ 47,338	\$ 50,654	\$ 52,865
11,12	5	\$ 48,947	\$ 52,377	\$ 54,663
13,14	6	\$ 50,612	\$ 54,157	\$ 56,521
15,16	7	\$ 52,332	\$ 55,999	\$ 58,443
17	8	\$ 54,112	\$ 57,903	\$ 60,430
18,19	9	\$ 55,951	\$ 59,871	\$ 62,485
20	10	\$ 57,854	\$ 61,907	\$ 64,609
21	11	\$ 59,821	\$ 64,012	\$ 66,806
22,23	12	\$ 61,855	\$ 66,188	\$ 69,077
24	13	\$ 63,958	\$ 68,439	\$ 71,426
25	14	\$ 66,132	\$ 70,766	\$ 73,854
26,27	15	\$ 68,381	\$ 73,172	\$ 76,365
28+	16	\$ 70,706	\$ 75,659	\$ 78,962
	17	\$ 73,110	\$ 78,232	\$ 81,647
	18	\$ 75,595	\$ 80,892	\$ 84,423

Newly hired teachers with teaching experience shall receive the same salary as currently employed teachers with the same experience and degree.

No teachers shall be placed on levels 17-18 in 2023-2024.

Teachers currently with BA+30 will receive BA salary +\$1000

Teachers currently with MA+30 will receive MA salary +\$1000

* Effective October 1, 2012, no bargaining unit member will be eligible to move onto or be placed on the B+30 or the M+30 salary lane. Bargaining unit members who are currently being paid on these lanes will continue to receive the negotiated amount specified in the respective lane.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or application is contrary to law, then such provisions or applications will be valid and subsisting, only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the term and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed color, religion, national origin, sex, domicile or marital status.
- D. Sufficient copies of this Agreement shall be printed by the Board at the shared expense of the Board and the Association.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, the following shall apply:
 - 1. If by the Association to the Board, through the Superintendent.
 - 2. If by the Board to the Association, through the Superintendent.
- F. "Days" shall mean central office working days.
- G. The final nominee for a position in the District will be offered a copy of the Agreement.
- H. The Board and the Association acknowledge that this Agreement in Articles VI, F. and XII, A. 2., B. and C. include provisions which constitute educational policies as referenced in 26 M.R.S.A., subsection 965,1. C. The Board and the Association anticipate continuation of such policies for the foreseeable future. However, the Board and the Association further acknowledge that it is the right of the Board to review and change such educational policies during the period covered by this Agreement. If changes in such policies are contemplated by the Board, it shall meet and consult about the contemplated changes with the Association prior to their adoption and implementation. If such educational policies are changed, the Board shall bargain collectively with the Association regarding the impact of the changes on the wages, hours, and working

conditions of the teachers.

ARTICLE XXV

SENIORITY AND STAFF REDUCTIONS

A. Position Elimination

1. If the Board is contemplating the elimination of any bargaining unit positions, it (or its designee) will notify the Association. The Board (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit positions.
2. A decision by the Board to eliminate any bargaining unit position 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 prompt written notice of the positions to be eliminated.

B. Selection of Teachers for Layoff

1. 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:

- a. Within each affected impact area, teachers shall be laid off in inverse order of seniority except as modified.

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, experience, or training to provide the programs to be retained in the impact area.

- b. The following impact areas shall be used:

(1) Pre K-6

(2) 7-12 department impact areas by department:

English
Math

Social Studies
Science

Foreign Language	Industrial Arts
Business Education	Family and Consumer Sciences
Health	

(3) K-12 specialty impact areas by specialty:

Library	Art
Music	Physical Education
Special Education	Gifted and Talented
Nurses	Title I
Guidance	

(4) In-house Suspension

Seniority shall be based on continuous employment as a teacher in M.S.A.D. No. 49. When two or more teachers have the same length of continuous employment in M.S.A.D. No. 49, the teacher with the greater or greatest total teaching experience shall be deemed to have the greater or greatest seniority. If two (2) or more teachers have the same seniority, the teacher with the highest degree attained shall have the greatest seniority. If two or more teachers still have the same seniority, the teacher with the greater number of successfully completed college courses after the highest degree attained shall have the greatest seniority. Periods while a teacher is either on an approved leave of absence, or on layoff subject to recall as described below shall not be considered a break in continuous employment in M.S.A.D. No. 49 and shall be counted in the computation of seniority.

It is understood that a part time teacher may as a result of a reduction in force have to accept a full time position.

C. Seniority List Preparation

1. The Superintendent will post the seniority list in all designated teachers rooms and provide the Association with a copy by September 30 annually. All teachers shall be listed in the impact area reflecting their current assignment, in descending order of seniority. The list shall show each teacher's name; date when the teacher's continuous employment in M.S.A.D. No. 49 began; and, if relevant to determination of seniority order, the teacher's total teaching experience. Teachers whose current assignment is in more than one impact area will be listed in the impact area in which they spend the major portion of their school day.
2. Any disagreement with the list must be reported by the Association to the Superintendent (or if by a teacher, to the Association and the Superintendent within ten days after delivery of the list to the

Association and posting. Any changes to the list, other than those changes resulting from the disposition of disagreements reported during this ten-day review period, will be made only by mutual agreement of the Superintendent and the Association.

D. Rights Upon Layoff

1. Notice

- a. A teacher who is to be laid off shall receive at least ninety (90) calendar days' notice of layoff in writing. A copy of the notice of layoff shall be simultaneously sent to the Association.

2. Benefits

- a. A teacher who is notified that he or she is to be laid off shall be granted up to three days leave with pay, upon request to and approval by the Superintendent, for the purpose of seeking alternate employment.
- b. Teachers who have been laid off may participate at their own expense in the District's group health insurance plan for such period as is permitted under the insurance contract, not to exceed two years from the effective date of layoff.

3. Recall

- a. A teacher with continuing contract who is laid off shall be eligible for consideration for recall for three years from the effective date of the teacher's layoff.
- b. The Board (or its designee) shall mail to the Association and to each teacher who is eligible for recall consideration a list of all existing and anticipated teaching vacancies as soon as each opening is known. It shall be the responsibility of the teacher to keep the Superintendent notified of the teacher's current mailing address.
- c. Teachers who wish to be considered for such a vacancy shall inform the Superintendent within ten days of the notification letter of their interest in the available position(s). A teacher eligible for recall consideration shall retain the right to reemployment in any available position within the teacher's impact area for which the teacher is certified qualified (by certification, experience, and training) and interested, prior to the employment of new hires. Where more than one teacher who is eligible for recall consideration is qualified for and interested in recall to a position, recall shall occur in order of seniority. If a teacher is offered reemployment in accordance with these terms and refuses, the teacher

shall forfeit further eligibility for recall consideration.

- d. All benefits 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.

ARTICLE XXVI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of the first school calendar day of 2021, subject to the Association's right to negotiate over a successor Agreement as provided by law, and except that the Association may re-open, subject to the statutory 120-day notice requirement, Article XXI. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. Changes may be made, prior to the expiration of the Agreement, at any time by mutual agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon.

MSAD #49 Teachers Association

Jennifer Pouch
Glen Paul Fung
Doris R. Pratt
Robin Patterson
Maryann White

June 15, 2021
Date

MSAD #49 Board of Directors

Danielle Boudin
F. Stewart Huxley

June 14, 2021
Date