

**NEGOTIATED AGREEMENT**

**BETWEEN THE**

**HERMON SCHOOL COMMITTEE**

**AND THE**

**HERMON EDUCATION ASSOCIATION/MEA/NEA**

**FOR 2021 – 2024**

## Contents

<b>Table of Contents</b>	
<b>Index</b>	<b>3</b>
<b>PREAMBLE</b>	<b>4</b>
<b>ARTICLE I – RECOGNITION</b>	<b>4</b>
<b>ARTICLE II – MANAGEMENT RIGHTS</b>	<b>4</b>
<b>ARTICLE III – ASSOCIATION RIGHTS</b>	<b>4</b>
<b>ARTICLE IV – TEACHER RIGHTS</b>	<b>5</b>
<b>ARTICLE V</b>	<b>8</b>
<b>ARTICLE VI – LEAVES</b>	<b>10</b>
<b>ARTICLE VII – POSTING OF VACANCIES</b>	<b>15</b>
<b>ARTICLE VIII – DUTIES</b>	<b>16</b>
<b>ARTICLE IX – EMPLOYMENT YEAR</b>	<b>16</b>
<b>ARTICLE X – TRAVEL</b>	<b>16</b>
<b>ARTICLE XI – TEACHER EVALUATION</b>	<b>16</b>
<b>ARTICLE XII – PROFESSIONAL CREDITS</b>	<b>17</b>
<b>ARTICLE XIII – PROFESSIONAL DISCUSSION COMMITTEE</b>	<b>17</b>
<b>ARTICLE XIV – SALARIES</b>	<b>18</b>
<b>ARTICLE XV – INSURANCES</b>	<b>19</b>
<b>ARTICLE XVII – LONGEVITY RECOGNITION</b>	<b>22</b>
<b>ARTICLE XVIII – MISCELLANEOUS PROVISION</b>	<b>22</b>
<b>ARTICLE XIX – DURATION OF AGREEMENT</b>	<b>23</b>
<b>APPENDIX A SALARY SCHEDULE</b>	<b>24</b>
<b>APPENDIX B</b>	<b>27</b>
<b>APPENDIX C SICK BANK APPLICATION INSTRUCTIONS</b>	<b>30</b>
<b>APPENDIX C-1 SICK BANK APPLICATION</b>	<b>31</b>
<b>APPENDIX C-2 SICK BANK CERTIFICATION</b>	<b>33</b>

<b>APPENDIX D</b>	<b>36</b>
<b>APPENDIX E</b>	<b>37</b>
<b>APPENDIX E-1</b>	<b>39</b>

### Index

Appendix C-1.....	31	Personal Leave.....	14
Appendix C-2.....	33	Posting Of Vacancies.....	15
Arbitration Procedure.....	8	Preamble.....	4
Association Rights.....	4	Professional Credits.....	17
Bereavement Leave.....	14	Professional Days.....	13
Dental Insurance Program.....	37	Professional Discussion Committee.....	17
Duration Of Agreement.....	23	Professional Leave.....	13
Duties.....	16	Professional Organization Leaves.....	14
Employment Year.....	16	Recognition.....	4
Extra Curricular Assignment Stipends.....	27	Sabbatical.....	10
Extra Curricular Assignments.....	21	Salaries.....	18
Grievance Procedure.....	8	Salary Schedule.....	24, 25, 26
Incentive.....	15	Sick Bank Application.....	31
Insurances.....	19	Sick Bank Application Instructions.....	30
Leaves.....	10	Sick Bank Certification.....	33
Longevity Recognition.....	22	Sick Leave.....	11
Management Rights.....	4	Sick Leave Bank.....	11
Miscellaneous Provision.....	22	Teacher Evaluation.....	16
Other Leaves.....	14	Teacher Rights.....	5
Parental Leave.....	13	Travel.....	16

## **PREAMBLE**

This Agreement is entered into between the Hermon School Committee and the Hermon Education Association/MEA/NEA. In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I – RECOGNITION**

The Hermon School Committee hereby recognizes the Hermon Education Association/MEA/NEA as the sole and exclusive bargaining agent as defined under State of Maine Public Law 26 M.R.S.A., Chapter 424, Section 962, for the entire group of certified professional employees (teachers, librarians, guidance counselors) of the Committee. HSD also recognizes as valued contributing employees, not by contract rights, those retired teachers who return to teach at HSD and are hence placed on the formerly residing salary scale.

Employees under Administrators, including the superintendent, principals, assistant principals, special services director, guidance director or others under administrative contracts shall be excluded as will school nurses, social workers, and/or school based therapists

## **ARTICLE II – MANAGEMENT RIGHTS**

The laws of the State of Maine recognize the responsibility for the operation of public schools rests in the hands of an elected school committee, in this case, the Hermon School Committee. Unless expressly provided otherwise in this agreement, the School Committee reserves the right to take all actions authorized and sanctioned by law as may be necessary in its judgment to carry out the mission of public schools, to determine the means and personnel by which operations are to be carried on and the services to be rendered, and to be the policy making and governing body of the public schools.

## **ARTICLE III – ASSOCIATION RIGHTS**

(A) No teacher scheduled jointly by the Committee and the Association to participate during working hours in negotiations, grievance proceedings, mediation, fact finding, arbitration, proceedings of the Maine Labor Relations Board, conferences or meetings shall suffer any loss in pay thereby.

(B) The Association shall be permitted to transact official Association business on school property when school is not in session in the building in question and where such business does not interfere with scheduled meetings or assigned duties of teachers, and to use school facilities and equipment subject to the same regulations and charges that govern other community organizations.

(C) The Committee agrees to deduct from employees' salaries money for local, state and national association dues as said employee shall authorize in writing. Authorization shall be continuous unless an employee revokes such an authorization by giving notice to the Association and Superintendent's office in writing by September 15 of any year. The Association shall certify in writing to the District the current rates of local, state and national dues and will give written notice of any changes in the dues prior to the effective date of the changes. The Association shall indemnify and hold the Board harmless against all

claims and suits which may arise by reason of making any such deductions, the cancellation of the same, and/or remittance of the same to apparently authorized officials of the Association.

## ARTICLE IV – TEACHER RIGHTS

### Part One:

(A) Just Cause - No teacher shall be disciplined or reprimanded in writing, reduced in rank or compensation without just cause. No continuing contract teacher shall be dismissed or non-renewed without just cause. Any such action asserted by the School Committee, or an agent or representative thereof, shall be subject to the grievance procedure herein set forth. It is understood that the previous sentence does not prevent the School Committee from implementing any form of discipline.

*Complaints/Investigations* - When a verbal or written complaint is made against a teacher, that teacher will be made aware of the complaint and provided the opportunity to respond. This provision is not intended to discourage the building principal from speaking to the teacher in question in an informal manner.

When an administrator believes that probable cause has been established to warrant an investigation, the administrator will provide in writing to the teacher under investigation a description of the allegation(s), including the name(s) of the complainant. If the teacher needs to be interviewed and such interview could lead to discharge or discipline they will be afforded a 24 hour notice (or less if by mutual agreement) unless there is a safety concern. Interviews will be conducted at the end of a school day. The teacher will be made aware of their right to association and or legal representation before proceeding.

The Association President will be notified if a complaint reaches the formal level, including the name of the member, unless a teacher specifically requests the contrary.

(B) Practice Teachers – No provisionally certified, probationary teacher shall be assigned a student or practicum teacher (within the first three years of employment). Teachers shall not be required to host a student teacher or practicum teacher but may host a student teacher or practicum teacher on a voluntary basis. A teacher may not host more than one student teacher or practicum teacher during a school year. Professionally certified, probationary teachers may host a student teacher or practicum teacher at the discretion of the building principal.

(C) Individual salary agreements shall be issued to continuing contract teachers by April 1<sup>st</sup> or within two weeks after ratification of the collective bargaining contract for the succeeding school year, whichever comes later. Probationary teachers shall be notified of their nomination by the superintendent no later than April 1<sup>st</sup>, and the School Committee shall use its best efforts to vote on any nomination no later than April 30<sup>th</sup>.

(D) Any individual teaching contract between the School Committee and an individual teacher, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

(E) Except in the case of probationary teachers who are not reemployed, whenever a teaching position is eliminated, the selection of the teacher whose contract is to be terminated shall be as follows:

(1) Within the impact area as listed:

- a) Grades PreK – 4
- b) Grades 5 – 8
- c) Grades 9 - 12 (by department as listed below alphabetically)
  - 1. Career Preparation
  - 2. English Language Arts
  - 3. Health and Physical Education
  - 4. Mathematics
  - 5. Modern and Classical Languages
  - 6. Science and Technology
  - 7. Social Studies
  - 8. Visual and Performing Arts
- d) K - 12 by specialty area (listed alphabetically)
  - 1. Art
  - 2. Gifted & Talented
  - 3. Library
  - 4. Literacy Specialist
  - 5. Math Specialist
  - 6. Music
  - 7. Nurse
  - 8. Special Education.

(2) Within each affected impact area, teachers shall be laid off in inverse order of seniority except as follows:

The least senior teacher(s) in the impact area may be retained and the next least senior teacher(s) laid off when the teacher(s) remaining in an impact area have fewer qualifications and abilities as determined by certification, training (non-degree study in courses, workshops, etc.) which meets the program needs in the impact area, advanced degrees in the program need area, teacher effectiveness rating, and experience (within or outside the system) in the positions to be filled.

(F) Any teacher with two (2) or more years' teaching experience in Hermon and proper certification in an impact area other than the one he or she is currently in may use that experience/certification to be placed on more than one department/grade level grouping seniority list.

(G) Seniority shall be defined as a teacher's most recent date of hire with the Hermon School Department. Specifically, this refers to the date in which a teacher is employed in his or her position at the beginning of a contract year. A seniority list based on the above listed impact area(s) will be developed. The superintendent shall provide to the Association president and have posted on the Association bulletin boards a seniority list no later than October 31<sup>st</sup>. Any disagreement with the seniority list must be reported to the superintendent by the teacher and/or the Association within thirty (30) days of the day of posting. On December 1<sup>st</sup>, the final list shall be posted with a copy to the Association. No changes to the list will be made following the December 1<sup>st</sup> posting except by mutual agreement between the superintendent and the Association.

(H) A teacher whose employment is terminated by a reduction in force shall be granted three (3) days with pay to candidate for other positions provided said teacher has not been offered a comparable position within the school system.

(I) All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave and credits towards sabbatical eligibility, shall be restored upon return to active employment as a bargaining unit member.

(J) The superintendent shall notify the Association president of any teachers who are laid off or recalled.

(K) Any continuing contract teacher who is laid off shall be recalled to the first available position(s) within the teacher's impact area for which she/he is qualified, prior to the employment of outside candidates. Recall rights shall terminate at the end of fifteen (15) months after the teacher goes off the payroll or ten (10) days after the teacher receives notice of an available position, whichever comes first. Recall shall be by registered letter to the teacher's last known mailing address. The teacher shall respond to such notice by registered mail within ten (10) days of receipt. It shall be the employee's responsibility to notify the Superintendent's Office by registered mail of her/his current mailing address. Failure to respond in a timely fashion shall be considered forfeiture of the offer.

#### Part Two: Retired Teachers

(A) A retired teacher is defined as any teacher who has retired and is receiving benefits from the Maine Public Employees Retirement System and has returned to teaching pursuant to MSRS Rule 410.

(B) Any teacher who has reached normal retirement age and who retires after September 1, 2011, may be restored to service for up to five (5) years. Any teacher who has reached normal retirement age and who retires after September 1, 2011, may be restored to service in one-year contracts with the appointing authority pursuant to 5 M.R.S.A. § 17859.

(C) With respect to initial placement on the salary schedule, a classroom teacher who returns to service as a classroom-based employee shall be placed at 100% of the compensation for the position to be filled at a step determined by the Committee, pursuant to 5 M.R.S.A. § 17859.

(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 employment with the School Committee as of the most recent date of hire.

(E) If the teacher was previously employed by the School Committee, there shall be no entitlement to any previous benefit accruals.

(F) During the period of reemployment, the retired teacher is not entitled to health insurance, dental insurance or life insurance benefits pursuant to 5 M.R.S.A. § 17859.

(G) All other items 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 V

### Part One: Grievance Procedure

#### (A) Definitions

(1) A grievance, for purposes of this contract, shall be defined as any controversy, complaint, misunderstanding, or dispute arising between the parties as to the meaning or application of the specific terms of this Agreement. A specific reference to the contract violation must be made in filing a grievance.

(2) An "aggrieved teacher" is the teacher or teachers making the claim.

(3) A "party in interest" is the teacher or teachers making the claim and any teacher who might be required to take action or against whom action might be taken in order to resolve the claim.

(4) "Days" shall mean calendar days exclusive of Saturdays, Sundays, legal holidays and storm days.

#### (B) Informal Procedure

Every reasonable effort should be made by the parties involved to arrive at a fair and equitable resolution of every grievance without resorting to the grievance procedure hereinafter set forth. It is understood that the presentation and discussion of grievances shall take place during non-teaching time. If the parties cannot resolve the issue, the issue may be submitted to the grievance procedure in accordance with the terms of this article.

#### (C) Formal Procedure

If the grievance has not been adjusted informally as above suggested, it may be submitted to the following grievance procedure:

##### Step 1. Principalship Level

Within twenty (20) teacher work days after the occurrence of such a grievance, or when the aggrieved teacher knew of such a grievance, the aggrieved teacher and/or the Association shall reduce the grievance to writing, setting forth the contentions in full, and shall sign the grievance and shall submit it to the principal of the school to which the aggrieved teacher is assigned or to the immediate superior if the aggrieved teacher is other than a classroom teacher.

The principal or immediate superior shall submit a written answer to the grievance to the aggrieved teacher and the Association within ten (10) days after receipt of the written grievance.

##### Step 2. Superintendent Level

If the answer of the principal or immediate superior does not satisfactorily adjust the grievance, the teacher and/or the Association may, within ten (10) days after receipt of the written answer from the principal or immediate superior, submit the grievance to the superintendent in writing, including the answer of the principal or immediate superior.



The superintendent shall hear the aggrieved teacher and/or the Association and shall submit a written answer to the grievance to the aggrieved teacher and/or the Association within ten (10) days after the receipt of the written grievance.

### Step 3. School Committee Level

If the aggrieved teacher is not satisfied with the disposition of the grievance at Step 2, the aggrieved teacher and/or the Association may within eight (8) days after the decision appeal to the School Committee. The School Committee within fifteen (15) days after receipt of the appeal shall meet with the aggrieved teacher and/or his or her representative for the purpose of reviewing the grievance. The School Committee shall, within ten (10) days after such meeting, render its decision in writing to the aggrieved teacher and/or the Association.

#### (D) Time Limits

In the event that the principal, immediate superior, superintendent or School Committee fails to respond within the time periods above provided for, then the aggrieved teacher and/or the Association may automatically proceed to the next level in the grievance procedure. By mutual agreement, however, time limits may be adjusted.

### Part Two: Arbitration Procedure

#### (A) Binding Arbitration

Any grievance concerned with the meaning or application of specific terms of the Agreement and which has been properly processed through the grievance procedure set forth above and has not been settled at the conclusion thereof may be appealed to arbitration by the Association by serving written notice of its intention to appeal on the Committee, together with a written statement of the specific provision or provisions of this agreement at issue. If, however, the grievance is not appealed to arbitration as provided in this section within fourteen (14) days after receiving the superintendent and School Committee's written decision, such grievance shall be considered settled in accordance with the action taken by the School Committee.

#### (B) Selection of Arbitrator

In the event a grievance is appealed to arbitration as provided in the foregoing section, the chairman of the School Committee or his/her designated representative shall meet with the aggrieved teacher and/or the president of the Association or his/her designated representative within five (5) days and shall jointly select as arbitrator a person who is recognized as experienced, impartial and competent. If the parties are unable to reach agreement at this meeting, either party may request the American Arbitration Association to furnish an arbitrator under its voluntary Labor Arbitration Rules or the parties may mutually agree to use another arbitration forum such as the Federal Mediation and Conciliation Service or Maine Board of Arbitration and Conciliation.

#### (C) Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator of the grievance and his/her opinion and award shall be confined to disputes between the parties as to the meaning or application of the specific terms of this Agreement. He/she shall have no authority to add to, subtract from, or modify any provision of this

Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Committee and the Association unless the grievances at issue directly relate to the same express provision or provisions of this Agreement and were timely appealed to arbitration by the Association when he/she was selected by the parties. The award in writing of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved teacher or teachers, the Association, and the Committee.

(D) Arbitration Procedure

The costs of services of the arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses and the cost of any hearing room will be borne equally by the Committee and the Association. All other expenses will be paid by the party incurring them. In the event that the Association withdraws the arbitration five (5) days or less before the scheduled hearing, the Association shall pay any late cancellation fee. If the arbitration hearing is withdrawn prior to this five (5) day period, any cancellation fees shall be paid by both parties,

## ARTICLE VI – LEAVES

(A) Sabbatical

The School Committee will grant a leave of absence to one (1) teacher every two (2) years for the purpose of pursuing a further course of study or to travel to the end that he/she may be better fitted by education and culture for his/her current position in the school. Sabbatical leaves granted under this policy shall be subject to the following conditions:

- (1) Application for sabbatical leave must be submitted prior to December 1st for any leave to be taken during the succeeding school year.
- (2) Applications for leave shall include a description of the proposed program of study and how such study relates to the needs of the school system. Additional information concerning the request may be required by the Sabbatical Leave Committee.
- (3) Applicants must have completed seven (7) years of service in the system for each sabbatical.
- (4) The number of professional employees on sabbatical leave at any time will be limited to one (1). The granting of a sabbatical leave will be dependent on a qualified replacement and adequate funds being available. An applicant will be notified in writing on or before May 15th whether or not his/her request for sabbatical is approved and before July 21st whether a qualified replacement is available.
- (5) Payment will be at the rate of one-half pay and one-half insurance and up to six (6) credit hours of course reimbursement for a full year or full pay and full insurance and up to six (6) credit hours of course reimbursement for up to one-half year. Stipends that are year round shall be prorated accordingly.
- (6) A teacher is assured of returning to his/her former position.

(7) A teacher on sabbatical will not be advanced on the salary schedule as though he/she had been regularly employed during the period of the sabbatical.

(8) Before receiving a sabbatical leave, a teacher shall agree in writing with the School Committee to return to serve as a teacher for the Hermon School Department for a period of not less than two years and, in the event of any breach of such an agreement, to repay the School Committee all sums advanced for sabbatical leave in proportion to the fulfillment of the two-year re-employment commitment.

(9) The School Committee will grant the sabbatical leave based upon the recommendation of a Sabbatical Leave Committee composed as follows: (1) two members of the Hermon School Committee, (2) the superintendent, and (3) one principal, all of the above to be appointed by the chairperson of the Hermon School Committee, and (4) three members of the Hermon Teachers Association (one elementary school, one middle school, and one high school), appointed by the president of the Hermon Teachers Association.

(B) Sick Leave

Each teacher shall be entitled to up to seventeen (17) sick leave days each year, cumulative to one hundred fifty (150) days as the first day of a new school year.

(1) Employees out of work on workers' compensation leave can utilize available, accrued sick leave to make up the difference between their regular compensation and the amount of compensation they are receiving through the workers' compensation insurer. The intent is that the employees will not double dip.

(2) Teachers accumulated sick days may be used with the approval of the superintendent for situations that require direct care for an FMLA/MFML defined family member.

(3) The Committee shall provide each teacher at the beginning of each school year a statement indicating the total of his/her sick leave credit.

(C) Sick Leave Bank

A. Purpose.

The sick leave bank is designed to provide income protection for eligible teachers who have exhausted their personal leave and annual/accumulated sick leave, and who have a serious health condition as defined by the Family Medical Leave Act, which prohibits them from performing their job.

Sick leave bank days are not available for absences covered by worker's compensation or for elective surgery that is not medically necessary.

B. Caps on sick leave bank days.

(1) Sick leave bank days will carry over from year to year with a cap of no more than 400 days.

(2) A teacher may be granted up to 30 days for an initial request for leave from the sick leave bank. The teacher can submit a second request with updated medical information for up to 30 additional days of leave from the sick leave bank. However, there is a maximum cap of 60 sick bank days that can be awarded to an employee in a contract year.

(3) Sick bank days will only be attributed to absences to days school is in session and/or employees are expected to be present.

#### C. Sick Bank Committee

(1) The sick leave bank shall be governed by a four-person committee comprised of an Association executive, the Superintendent, a designee of the Superintendent, and a teacher appointed by the association.

(2) At least 2 of the 4 members of the committee must approve all leave days from 0-30 days. At least 3 of the 4 members of the committee must approve any leave days from 31-60 days. Any approval from the committee must be based on documented medical need.

(3) The decision of the sick bank committee shall be final.

#### D. Eligibility and Enrollment.

(1) Teachers are eligible to join the sick leave bank upon employment.

(2) Membership in the sick leave bank is voluntary.

(3) In order to join the sick leave bank, a teacher must notify the Committee and donate one personal sick day each year no later than September 30. Failure to contribute to the sick bank before that date will make a teacher ineligible to use the sick bank until the following year.

(4) Teachers must donate a day each year to continue membership in the sick bank, regardless of whether the sick leave bank cap has been reached.

(5) Teachers may not access the sick leave bank until they have (a) depleted their annual and accumulated sick leave days, (b) depleted all personal or other paid leave, and (c) served a waiting period of five work days. If a sick leave bank request is approved, it shall be retroactive to the first day the teacher was absent following depletion of the teacher's personal sick leave days.

(6) All days donated to the sick bank become the property of the sick bank and may only be withdrawn in accordance with these contract provisions. Sick bank days cannot be withdrawn by individuals who leave the school system or wish to withdraw membership in the sick leave bank.

(7) Teachers who may qualify for MainePERS or Social Security disability retirement benefits are encouraged to apply for such benefits as soon as possible. A teacher must agree in writing that if he or she receives disability retirement, he or she will pay back any sick leave bank days used after the effective date of the disability retirement.

E. Administration and Requests.

(1) An eligible teacher must make requests for sick leave bank days on an application form maintained in the central office and attached here as Appendix C.

(2) Requests for sick bank leave and all medical information received shall be maintained in a confidential file separate from personnel files.

(D) Parental Leave

(1) Birth Parent/Non-birth Parent FMLA leave will be granted when deemed appropriate (under the guidelines set forth in the FMLA of 1993). Teachers will be permitted to convert their corresponding accumulated sick days into paid work days for up to eight weeks. Sick bank may be accessed by a birth parent per health care provider certification for up to six weeks post-delivery and extended for extenuating circumstances that would qualify under FMLA.

(2) Adoption Leave: A teacher adopting a child may request up to eight weeks of available sick time as paid leave for travel, legal responsibilities, family and other appointments associated with the adoption process under the Family Medical Leave Act. Additional time may be requested pursuant to Article VI, section J “Other Leaves.”

(3) Foster Leave: A teacher may request up to 3 days of parental leave to support the legal and or establishment needs of a foster child leading towards permanent adoption.

(E) Professional Leave

A teacher who is not eligible for a sabbatical leave may request a leave of absence without pay up to twelve (12) months for the purpose of further study. Plans must be presented in an application to the superintendent of schools no later than six (6) months prior to the beginning date of the requested leave and must be approved by the School Committee.

(F) Professional Days

(1) Up to three (3) professional leave days may be granted with pay at the sole discretion of the superintendent for the purposes of visiting other schools or attending meetings or conferences of an educational nature. Except in the case of mitigating circumstances, the teacher shall submit his/her request to the superintendent or his/her designee five (5) working days prior to the requested leave. Additional days may occur if the superintendent requests the teacher to attend a meeting or conference of an educational nature. A teacher will be reimbursed for the fees for any approved professional conference he/she attends. The decision of the superintendent is final and not grievable except where the grievant alleges the superintendent's denial was arbitrary and capricious. A teacher may request that the professional leave day be a district-sanctioned professional development day. If approved as a district-sanctioned day by the superintendent, the teacher's reasonable expenses such as fees, mileage, meals and lodging shall be provided at the Committee expense.

(2) If a teacher is required to attend a district-sanctioned meeting of an educational nature, it is considered to be district-sanctioned, thus the Committee shall provide reasonable expenses such as fees, mileage, meals and lodging.

(G) Professional Organization Leaves

Any non-probationary teacher who is an officer of any state or national professional organization shall be granted up to one (1) year's leave of absence without pay or benefits. An employee on leave under this section will not be advanced on the salary scale or seniority list during the period of leave, and will be guaranteed the right of reemployment in the same or similar position, subject to RIF. Only one person will be allowed this leave in any one year. Unless approved by the Committee, and in the interest of ensuring the continuity in education for students, teachers must commence this leave only at the beginning or end of a school semester and may return from leave only at the beginning of the school year in August.

(H) Personal Leave (Earn Paid Leave)

EPL (Earned Paid Leave) day may extend a school vacation or holiday providing substitute teachers are available and requests are timely. If subs are not available the request may be denied.

A teacher may use 5 of his/her accumulated sick leave days per year (or a prorated number of days based on the number of days employed) as earned paid leave. Earned paid leave cannot be accumulated from year to year. Whenever possible, notification of a request for earned paid leave shall be submitted in writing to the building principal at least ten (10) calendar days in advance of the day(s) requested. Leave may be granted at the discretion of the principal if requested less than ten (10) days in advance.

Professional staff receive seventeen (17) days of sick leave each year, five (5) of which may be used as earned paid leave for any purpose. Any unused earned paid leave will roll over as accumulated sick days each year.

Leave of any kind may only be used on days staff are scheduled to work. Earned paid leave has no cash value and will not be paid out upon separation from employment.

Coaches and advisors will accrue hours toward earned paid leave however, given earned paid leave has no cash value, there will be no impact to a coach or advisor's stipend.

(I) Bereavement Leave

Up to five (5) days per defined-loss shall be available for use as bereavement leave. This leave shall cover the deaths of spouse, domestic partner, parents, grandparents, step parents, parents-in-law, brother, sister, brother-in-law, sister-in-law, children and step-children. A total of two (2) days per year shall be available for use as bereavement leave for other persons.

(J) Other Leaves

Other leaves with or without pay and/or benefits may be granted by the superintendent. Days granted under this subsection shall be at a loss of 1/183 for each day.

If a teacher requests in writing and is granted an extended leave pursuant to Section J of this Article, which commences immediately following a leave granted under Section (D), the teacher shall reimburse the amount of health insurance paid by the Committee under a family and medical leave. If the teacher returns to employment immediately after the extended leave has expired, the teacher shall be reimbursed this health insurance premium. If the teacher does not return to employment, then the insurance reimbursement shall be forfeited.

(K) Incentive

(1) If a teacher does not use any sick leave, family sick leave or personal leave days during the employment year, the teacher shall receive the amount of two hundred (\$200) dollars.

(2) If a teacher uses one (1) day or a lesser portion of sick leave, family sick leave or personal leave during the employment year, the teacher shall receive the amount of one hundred (\$100) dollars.

(3) Payments under subsections 1 and 2 of this section shall be made during the first teacher workshop day of the next school year.

#### **ARTICLE VII – POSTING OF VACANCIES**

Positions as used in this section mean any position in the bargaining unit which pays a salary differential and/or involves an additional or higher level of responsibility. All vacancies shall be adequately publicized by the superintendent in accordance with the following procedure:

(1) When school is in session, a notice shall be posted in each school as far in advance as practicable, but not less than five (5) days before the final date when applications must be submitted. A copy of said notice shall be given to the president of the Association at the time of the posting. Teachers who desire to apply for such vacancies shall submit their applications or letters of intent in writing to the superintendent within the time limit specified in the notice, and the superintendent shall acknowledge promptly in writing the receipt of all such applications.

(2) During the summer months the superintendent shall post a list of all vacancies to be filled at the administration office, and a copy of said notice shall be mailed or emailed to the president of the Association.

(3) Included in the notice of vacancies to be distributed to all staff members of a vacancy system will be a list of qualifications necessary for the stated position as outlined by the administration and school board.

(4) Consideration to fill all professional vacancies in the Hermon School Department will first be given to qualified full time and part time applicants within the system. Consideration means interview prior to interviewing outside candidates.

(5) A vacancy is defined as an unfilled position.

## **ARTICLE VIII – DUTIES**

Every reasonable effort shall be made to relieve teachers from non-teaching duties.

Every effort will be made to keep required staff meetings outside of regular school hours to thirty (30) or fewer meetings per school year, with the following exceptions which are considered to be part of the teacher's employment requirements: I.E.P. meetings, Open House, Curriculum Night, committee meetings for which one volunteers or is paid, evaluation conferences, and parent/teacher conferences, or emergencies which require immediate attention.

## **ARTICLE IX – EMPLOYMENT YEAR**

(A) The regular teacher employment year shall extend for the student school year plus 8 teacher workshop / staff days. If the regular teacher employment year is extended by the School Committee beyond one hundred eighty-three (183) days, then teachers shall be compensated at a per diem rate calculated by dividing that teacher's annual salary as shown on the salary schedule by one hundred eighty-three (183). The eighth staff day will commence at the beginning of the 2021-2022 school year, and the content for that staff day will be developed in consultation with the HEA.

(B) Five (5) or more additional days will be added which shall be built-in storm or emergency days; and in the event they are not used, they shall be deducted from the total number of days in the calendar.

## **ARTICLE X – TRAVEL**

Travel allowance for teachers, when traveling at the request of the principal/ superintendent, will be paid at the rate of state reimbursement plus tolls. Requests for travel will be made through the building principals.

## **ARTICLE XI – TEACHER EVALUATION**

(A) The teacher shall be aware that he/she is being evaluated.

(B) The teacher shall be notified in writing of his/her evaluator(s).

(C) The teacher shall be able to see the evaluation, discuss it with the evaluator, and sign it indicating only that he/she has seen it. The teacher may respond to or rebut such evaluation and have such written responses or rebuttal attached to the evaluation and placed in the personnel file.

(D) The teacher shall have access to his/her personnel file and shall have the right to review material, particularly harmful material, which is put in the file. He/she shall also have the right to place material in the file himself/herself.

(E) The teacher shall be given adequate time to improve prior to another evaluation. Adequate time will be at the discretion of the evaluator.



## **ARTICLE XII – PROFESSIONAL CREDITS**

(A) Teachers shall be reimbursed for each credit hour of training up to the undergraduate or graduate dollar rate of the University of Maine at Orono or, if approved by the superintendent in advance, at a higher rate provided the course is job related, subject to the following conditions:

(1) Teachers will be reimbursed one hundred (100%) percent – up to three hundred (\$300) dollars for a graduate course or an undergraduate course of the cost of required books and/or software for such courses.

(2) Teachers will be reimbursed up to \$400 per course for any mandatory registration, activity or other fees charged by an institution at time of course registration.

(3) All courses must be approved by the Superintendent in advance of registration to qualify for reimbursement.

The annual maximum hours that are reimbursable are nine (9). \*\*\*

\*\*\* If a teacher applies to and is accepted into a two-year approved cohort program for the purpose of attaining an advanced degree, he/she may defer payment of up to six (6) additional approved credits into a third year. Reimbursement will remain at nine (9) credit hours per school year. It is the responsibility of the teacher to inform the superintendent and provide documentation that he/she is participating in a two-year cohort program prior to enrolling in any classes for which the teacher will seek reimbursement. Failure to seek approval of enrollment in the cohort or any individual class prior to seeking the approval of the superintendent nullifies reimbursement for that class(es).

(4) In order to receive reimbursement, the teacher must receive a grade of “B” or better, unless an exception is granted in writing by the superintendent.

(B) Upon successful completion and attainment of certification from the National Board for Professional Teaching Standards (NBPTS), the teacher will move one column right on the salary scale unless the employee is already in the M.A.+30/C.A.S. and the teacher will receive any state funded stipend in full.

(C) Recertification Fee Reimbursement

The School Committee shall reimburse fifty (\$50) dollars of a teacher’s State of Maine recertification fee, provided the teacher has explicitly followed his/her local certification plan and adhered to the guidelines of the Professional Learning Community Support System which requires a plan to be approved by the Steering Committee no less than two (2) years prior to the expiration of a certificate.

(D) HSD will use the University of Maine vendor billing option for teachers enrolled in courses. The University will bill HSD directly, bypassing the teacher requirement of upfront payment. This is billed at the completion of a course, if the grade is not a “B” HSD will refer the bill back to the teacher.

## **ARTICLE XIII – PROFESSIONAL DISCUSSION COMMITTEE**

(A) The Hermon School Department shall include a local Professional Discussion Committee, whose function will be to assist the superintendent of schools and the Hermon School Committee in developing policies. This Committee shall include all segments of the professional staff. Although the selection of

the Association member is the prerogative of the Hermon Education Association, it shall consist of a committee of eight (8) members composed of a representative from the elementary, middle, and high school levels, building principals, the superintendent, and one (1) member-at-large, usually the president of the Hermon Education Association.

Note: A committee composed of representatives by school buildings tends to promote better communication concerning the activity of the Professional Discussion Committee. The Professional Discussion Committee shall also consist of two (2) School Committee members and the superintendent or their designees.

(B) At times deemed advisable by the Professional Discussion Committee, the superintendent or the Hermon School Committee shall arrange meetings of the above parties which may or may not be formal meetings of record for the purpose of reaching mutually satisfactory agreements on policies.

#### **ARTICLE XIV – SALARIES**

(A) All teachers shall be paid on schedule as of the effective date of this Agreement VIA direct deposit to the bank of his/her choice. Non-negotiable copies of transactions shall be provided on a bi-weekly basis coinciding with the deposit of funds.

(B) A teacher shall automatically be advanced from one (1) step to another step of the salary scale upon completion of a year's work. A year's work is defined as working more than one hundred ten (110) days.

(C) The salaries of teachers shall be paid no later than Friday of every other week.

(D) The total anticipated annual salary shall be prorated so that there will be twenty-six (26) paychecks. However, in the event that there are twenty-seven (27) possible payroll dates in any given year, teachers may elect to take their salary in twenty-seven (27) payments for that year.

In the event that a teacher is employed for less than a full year, the pro-rated salary shall be calculated using the number of days the teacher is actually employed multiplied by 1/183 of the salary stated for the position.

(E) A teacher may request summer paychecks in one lump sum provided this request is made in writing by June 1 and forwarded to the Office of the Superintendent, and further:

(1) The entire lump sum payment will be made on the pay date immediately following the close of school in June if sufficient balances exist in the school budget.

(2) If sufficient balances do not exist, the June portion would be paid in June and the balance in the first payroll in July.

(3) If balances are insufficient to honor all requests in June, then such requests will be honored in the order that they were submitted to the Superintendent's Office. All authorized payroll deductions will be taken out of the appropriate period.

(F) The Committee agrees not to interrupt the normal salary payments to any teacher who is summoned for and who appears for jury duty on a teacher work day. Teachers may retain stipends received for jury duty.

(G) Teachers who are requested by administration to perform duties other than those requested of all teachers in that building or of an equivalent assignment outside the normal work day may, at the discretion of the superintendent, be compensated at the rate of \$35 per hour.

(H) Salary Schedules: Placement of employees on the salary scale shall be determined by their years of contracted, certified experience in a public school (including long term substitute teachers).

(1) Teachers will advance from one column to another at the beginning of the school year in which they meet all criteria for that designation.

(2) Teachers will advance to the next column of the salary scale at the beginning of the school year or in February of that same school year after it is demonstrated that they have accumulated eighteen graduate level credits beyond the Bachelor's degree in an approved matriculating degree program, acquired a Master's degree, accumulated eighteen graduate level credits beyond the Master's degree in an approved matriculating degree program, or accumulated thirty graduate level credits beyond the Master's degree in an approved matriculating degree program.

(3) When offering a position to a teacher in an area designated by the Maine Department of Education as "targeted needs" and the teacher has experience in another district, the superintendent may place the teacher on the salary schedule up to four (4) steps above the teacher's actual teaching experience or at the same step that she/he is assigned in the district currently employed. The teacher shall remain at the same step until the years of teaching experience equal placement; thereafter, the teacher will advance on the salary schedule. Scale placement must be documented and certified in writing by the teacher to the superintendent. Whenever this occurs, the superintendent will send written notification to the president of the Association.

## ARTICLE XV – INSURANCES

### (A) Health Insurance

(1) *Premium Sharing*: For the period, September 1, 2021 – August 31, 2024, the School Committee shall pay the following percentage of the monthly premium cost of the MEA Benefits Trust Choice Plus Plan, with the balance to be paid by the employee,

Single	91%
Adult with Children	80%
Two Adults	77%
Family	77%

(2) *Plan Selection*: Employees can choose the Anthem Standard Plan, Choice Plus Plan, or Standard 500 / Standard 1000 plans and pay the difference between the Choice Plus premium and the plan selected.

(3) A teacher will be paid benefits on a pro-rata basis for less than a full-time position.

(4) Selection Period. The School Committee shall cooperate with Anthem Blue Cross/Blue Shield of Maine to conduct a selection period to allow qualified teachers to choose between the above plan options during the first full week in May each year, and the effective date of any changes made during the selection period shall be September 1 of that year.

(5) Changes in Coverage. For the duration of this agreement and notwithstanding any language above, any teacher who expands his/her insurance coverage shall be responsible for their share of the premium of the selected coverage level. Example: If an individual paying 10% of single Choice has a child and wishes to change coverage to Adult with Child, then the individual will be responsible for 21% of the Adult with Child Choice premium. The Committee would be responsible for 79 % of the newly selected Adult with Child Choice premium.

(6) Any teacher electing no insurance coverage through the Hermon School Department shall receive a cash in lieu payment of half the single rate of the least costly plan, and not to exceed \$3,000 annually for the duration of this Agreement. In order to receive cash in lieu of health insurance, the employee shall be required to sign a certification confirming that the employee and his / her eligible dependents have been offered affordable health insurance by the Hermon School Department and that the employee and his / her eligible dependents are covered under another employer-sponsored group health insurance plan and are not receiving health insurance coverage through the health insurance exchange under the ACA.

(B) Dental Insurance

The School Committee agrees to pay the premium for a single subscriber to the MSMA Dental Plan. (Plan # 2). Teachers shall be eligible to purchase dependent coverage at their own expense.

(C) Life Insurance

For employees hired prior to July 1, 2015, MEPERS (Maine Public Employees Retirement System) group life insurance (basic, supplemental 1 and dependent a) will be provided by the school department at the option of the employee at the time of hire. For employees hired after July 1, 2015, basic level MEPERS group life insurance will be provided by the school department at the option of the employee at the time of hire. The option to purchase supplemental or dependent coverage shall be available to the employee.

(D) Pre-Tax Deduction

If any contribution is required by an employee for any insurance plan which qualifies for a pre-tax deduction, the contribution paid by a teacher shall be done on a pre-tax basis in accordance with the rules and regulations of the Internal Revenue Service.

(E) Medical and Dependent Care Reimbursement Accounts

(1) The School Committee and the Association in an effort to reduce medical costs and dependent care costs have agreed to the following pre-tax program to provide such cost savings pursuant to I.R.S. rules and regulations:

a) A teacher may voluntarily deduct from his/her salary through payroll deduction on a pre-tax basis up to \$2,500 annually to his/her medical reimbursement account and up to \$5,000 annually to his/her dependent care account pursuant to procedure of the Horace Mann Flexible Benefits Plan.

b) The teacher shall be responsible for any monthly employee administrative fee charged on an after-tax basis.

c) If at the conclusion of the year any unexpended funds exist, those funds will be forfeited and placed in the HSD General Fund under Miscellaneous Revenue.

d) Participation under this program is irrevocable for the year, subject to a change in the family status such as marriage, divorce, death of spouse or child, birth of child or adoption, or termination.

#### **ARTICLE XVI – EXTRA CURRICULAR ASSIGNMENTS**

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

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

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

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

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

(E) Teachers may apply for extra-curricular/co-curricular activities and shall be given first consideration in a pool of internal and external candidates.

(F) Stipend Committee

(1) The stipend committee shall be governed by a four-person committee comprised of an Association executive, the Superintendent, a designee of the Superintendent, and a teacher appointed by the Association.

(2) The purpose of the stipend committee is to review and recommend approval of new stipend positions, recommend removal of unneeded positions, and to recommend any adjustments to the percentage index assigned to each position. Recommendations are brought by the superintendent to the school committee for final approval.

a) Teachers must request a meeting with the committee by filling out the appropriate form.

b) The application will be reviewed by the committee.

c) An addendum will be created with changes that will be adopted during the next contract cycle.

#### **ARTICLE XVII – LONGEVITY RECOGNITION**

It is understood that any day(s) for which the teacher receives longevity recognition cannot be carried into retirement as outlined by the Maine Public Employees Retirement System. Should a teacher have and choose to carry unused sick days into retirement, the payment of longevity recognition would only be applied to those days above and beyond days counted toward retirement. (Maine Public Employees Retirement System allows credit days for up to ninety (90) days of unused and unpaid sick leave.)

A teacher who has accumulated at least twenty (20) years of teaching service to the Hermon School Department and who has accumulated unused sick time of thirty (30) days or more in addition to the ninety (90) days that may be carried into retirement, shall be eligible for longevity recognition provided that the teacher presents his/her written resignation and the written request for longevity recognition no later than February 1<sup>st</sup> of the year of retirement. Longevity recognition payments will be paid after July 1<sup>st</sup> of the year of retirement.

A teacher who meets the standards described above shall be paid the equivalent of thirty (30) days at the base rate of the salary scale not to exceed \$6,000.

#### **ARTICLE XVIII – MISCELLANEOUS PROVISION**

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement:

(1) If by the Association, to the Committee and a copy to the superintendent.

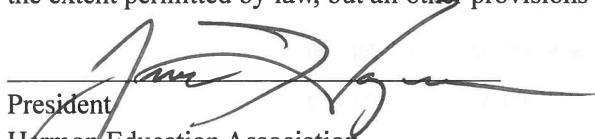
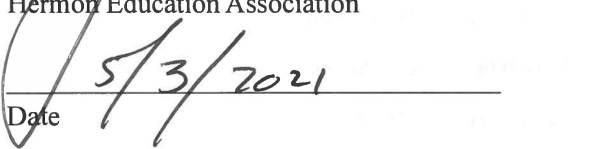
(2) If by the Committee, to the Association in care of the president.

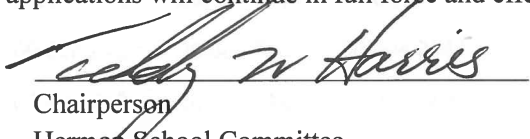
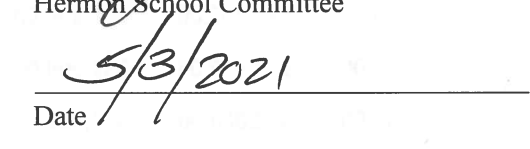
**ARTICLE XIX – DURATION OF AGREEMENT**

(A) This Agreement shall become effective as of its signing for members of the bargaining unit and this Agreement shall expire on August 31, 2024. In the event the contract expires before a new contract is ratified, this agreement shall remain in effect until a new agreement is reached.

(B) In witness whereof, the parties have caused this Agreement to be signed and witnessed by their respective authorized agents all on the day and year below written.

(C) Savings Clause - If any provision of this Agreement or any application thereof to any teacher or group of teachers is found contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

  
\_\_\_\_\_  
President  
Hermon Education Association  
  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chairperson  
Hermon School Committee  
  
  
\_\_\_\_\_  
Date

**APPENDIX A SALARY SCHEDULE**

**2021-22**

<b>Exp.</b>	<b>Step</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+18</b>	<b>MA+30/CAS</b>
0	1	\$38,800.00	\$39,800.00	\$40,800.00	\$41,800.00	\$42,800.00
1	2	\$38,800.00	\$39,800.00	\$40,800.00	\$41,800.00	\$42,800.00
2	3	\$40,000.00	\$41,000.00	\$42,000.00	\$43,000.00	\$44,000.00
3	4	\$41,100.00	\$42,100.00	\$43,100.00	\$44,100.00	\$45,100.00
4	5	\$42,200.00	\$43,200.00	\$44,200.00	\$45,200.00	\$46,200.00
5	6	\$43,300.00	\$44,300.00	\$45,300.00	\$46,300.00	\$47,300.00
6	7	\$44,400.00	\$45,400.00	\$46,400.00	\$47,400.00	\$48,400.00
7	8	\$45,500.00	\$46,500.00	\$47,500.00	\$48,500.00	\$49,500.00
8	9	\$46,600.00	\$47,600.00	\$48,600.00	\$49,600.00	\$50,600.00
9	10	\$47,700.00	\$48,700.00	\$49,700.00	\$50,700.00	\$51,700.00
10	11	\$48,800.00	\$49,800.00	\$50,800.00	\$51,800.00	\$52,800.00
11	12	\$49,900.00	\$50,900.00	\$51,900.00	\$52,900.00	\$53,900.00
12	13	\$51,000.00	\$52,000.00	\$53,000.00	\$54,000.00	\$55,000.00
13	14	\$52,100.00	\$53,100.00	\$54,100.00	\$55,100.00	\$56,100.00
14	15	\$53,200.00	\$54,200.00	\$55,200.00	\$56,200.00	\$57,200.00
15	16	\$54,300.00	\$55,300.00	\$56,300.00	\$57,300.00	\$58,300.00
16	17	\$55,400.00	\$56,400.00	\$57,400.00	\$58,400.00	\$59,400.00
17	18	\$56,500.00	\$57,500.00	\$58,500.00	\$59,500.00	\$60,500.00
18	19	\$57,600.00	\$58,600.00	\$59,600.00	\$60,600.00	\$61,600.00
19	20	\$58,700.00	\$59,700.00	\$60,700.00	\$61,700.00	\$62,700.00
20	21	\$59,800.00	\$60,800.00	\$61,800.00	\$62,800.00	\$63,800.00
21	22	\$60,900.00	\$61,900.00	\$62,900.00	\$63,900.00	\$64,900.00
22	23	\$65,052.00	\$66,052.00	\$67,193.00	\$68,052.00	\$69,214.00



**2022-23**

<b>Exp.</b>	<b>Step</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+18</b>	<b>MA+30/CAS</b>
0	1	\$40,400	\$41,400	\$42,400	\$43,400	\$44,400
1	2	\$41,600	\$42,600	\$43,600	\$44,600	\$45,600
2	3	\$42,700	\$43,700	\$44,700	\$45,700	\$46,700
3	4	\$43,800	\$44,800	\$45,800	\$46,800	\$47,800
4	5	\$44,900	\$45,900	\$46,900	\$47,900	\$48,900
5	6	\$46,000	\$47,000	\$48,000	\$49,000	\$50,000
6	7	\$47,100	\$48,100	\$49,100	\$50,100	\$51,100
7	8	\$48,200	\$49,200	\$50,200	\$51,200	\$52,200
8	9	\$49,300	\$50,300	\$51,300	\$52,300	\$53,300
9	10	\$50,400	\$51,400	\$52,400	\$53,400	\$54,400
10	11	\$51,500	\$52,500	\$53,500	\$54,500	\$55,500
11	12	\$52,600	\$53,600	\$54,600	\$55,600	\$56,600
12	13	\$53,700	\$54,700	\$55,700	\$56,700	\$57,700
13	14	\$54,800	\$55,800	\$56,800	\$57,800	\$58,800
14	15	\$55,900	\$56,900	\$57,900	\$58,900	\$59,900
15	16	\$57,000	\$58,000	\$59,000	\$60,000	\$61,000
16	17	\$58,100	\$59,100	\$60,100	\$61,100	\$62,100
17	18	\$59,200	\$60,200	\$61,200	\$62,200	\$63,200
18	19	\$60,300	\$61,300	\$62,300	\$63,300	\$64,300
19	20	\$61,400	\$62,400	\$63,400	\$64,400	\$65,400
20	21	\$62,500	\$63,500	\$64,500	\$65,500	\$66,500
21	22	\$66,952	\$67,952	\$69,093	\$69,952	\$71,114

**2023-24**

<b>Exp.</b>	<b>Step</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+18</b>	<b>MA+30/CAS</b>
0	1	\$42,000.00	\$43,000.00	\$44,000.00	\$45,000.00	\$46,000.00
1	2	\$43,200.00	\$44,200.00	\$45,200.00	\$46,200.00	\$47,200.00
2	3	\$44,300.00	\$45,300.00	\$46,300.00	\$47,300.00	\$48,300.00
3	4	\$45,400.00	\$46,400.00	\$47,400.00	\$48,400.00	\$49,400.00
4	5	\$46,500.00	\$47,500.00	\$48,500.00	\$49,500.00	\$50,500.00
5	6	\$47,600.00	\$48,600.00	\$49,600.00	\$50,600.00	\$51,600.00
6	7	\$48,700.00	\$49,700.00	\$50,700.00	\$51,700.00	\$52,700.00
7	8	\$49,800.00	\$50,800.00	\$51,800.00	\$52,800.00	\$53,800.00
8	9	\$50,900.00	\$51,900.00	\$52,900.00	\$53,900.00	\$54,900.00
9	10	\$52,000.00	\$53,000.00	\$54,000.00	\$55,000.00	\$56,000.00
10	11	\$53,100.00	\$54,100.00	\$55,100.00	\$56,100.00	\$57,100.00
11	12	\$54,200.00	\$55,200.00	\$56,200.00	\$57,200.00	\$58,200.00
12	13	\$55,300.00	\$56,300.00	\$57,300.00	\$58,300.00	\$59,300.00
13	14	\$56,400.00	\$57,400.00	\$58,400.00	\$59,400.00	\$60,400.00
14	15	\$57,500.00	\$58,500.00	\$59,500.00	\$60,500.00	\$61,500.00
15	16	\$58,600.00	\$59,600.00	\$60,600.00	\$61,600.00	\$62,600.00
16	17	\$59,700.00	\$60,700.00	\$61,700.00	\$62,700.00	\$63,700.00
17	18	\$60,800.00	\$61,800.00	\$62,800.00	\$63,800.00	\$64,800.00
18	19	\$61,900.00	\$62,900.00	\$63,900.00	\$64,900.00	\$65,900.00
19	20	\$63,000.00	\$64,000.00	\$65,000.00	\$66,000.00	\$67,000.00
20	21	\$64,100.00	\$65,100.00	\$66,100.00	\$67,100.00	\$68,100.00
21	22	\$68,852.00	\$69,852.00	\$70,993.00	\$71,852.00	\$73,014.00

**APPENDIX B**

**HERMON SCHOOL DEPARTMENT**

**EXTRA CURRICULAR ASSIGNMENT STIPENDS**

*The following payments are listed as percentage indices. Beginning in the 2021-2024 School Year, an extra-curricular position shall be compensated by applying the percentage index to \$36,000.*

*Any new activity approved by the School Committee during the 2021-2024 Agreement may, at the discretion of the Hermon School Committee, be added to appendix and the superintendent will determine the stipend amount – up to 3%.*

	<i>Percentage</i>
	<u>2021-2024</u>
<i>(A) <u>Football</u></i>	
<i>1. Varsity Coach</i>	<i>15.5</i>
<i>2. Varsity Assistant Football Coach (2)</i>	<i>11.0</i>
<i>(B) <u>Basketball</u></i>	
<i>1. Varsity Boys</i>	<i>15.5</i>
<i>2. Varsity Girls</i>	<i>15.5</i>
<i>3. J.V. Boys</i>	<i>11.0</i>
<i>4. J.V. Girls</i>	<i>11.0</i>
<i>5. Boys "A" Middle School</i>	<i>8.0</i>
<i>6. Girls "A" Middle School</i>	<i>8.0</i>
<i>7. Boys "B" Middle School</i>	<i>3.0</i>
<i>8. Girls "B" Middle School</i>	<i>3.0</i>
<i>9. Freshman Basketball</i>	<i>9.5</i>
<i>10. Unified Basketball Coach</i>	<i>8.0</i>
<i>(C) <u>Cheerleading</u></i>	
<i>1. Fall Cheering</i>	<i>6.5</i>
<i>2. Varsity</i>	<i>11.0</i>
<i>3. J.V.</i>	<i>6.5</i>
<i>4. Middle School</i>	<i>5.0</i>
<i>(D) <u>Soccer/Field Hockey</u></i>	
<i>1. Varsity Boys Soccer</i>	<i>13.5</i>
<i>2. Varsity Girls Soccer</i>	<i>13.5</i>
<i>3. J.V. Boys Soccer</i>	<i>6.5</i>
<i>4. J.V. Girls Soccer</i>	<i>6.5</i>
<i>5. Boys Soccer - Middle School</i>	<i>5.5</i>
<i>6. Girls Soccer - Middle School</i>	<i>5.5</i>
<i>7. Boys "B" Soccer - Middle School</i>	<i>3.0</i>
<i>8. Varsity Field Hockey</i>	<i>11.0</i>

9.	<i>J.V. Field Hockey</i>	6.5
10.	<i>Field Hockey - Middle School</i>	4.0
(E)	<u><i>Baseball/Softball</i></u>	
1.	<i>Varsity Boys</i>	13.5
2.	<i>Varsity Girls</i>	13.5
3.	<i>J.V. Boys</i>	6.5
4.	<i>J.V. Girls</i>	6.5
5.	<i>Boys - Middle School</i>	5.5
6.	<i>Girls - Middle School</i>	5.5
(F)	<u><i>Cross Country/Track</i></u>	
1.	<i>Varsity Cross Country</i>	8.0
2.	<i>Cross Country - Middle School</i>	4.0
3.	<i>Indoor Track</i>	12.5
4.	<i>Indoor Track Assistant</i>	4.0
5.	<i>Spring Track</i>	9.0
6.	<i>Spring Track Assistant</i>	4.0
(G)	<u><i>Other Sports</i></u>	
1.	<i>Chess - High School</i>	4.5
2.	<i>Chess - Middle School</i>	4.5
3.	<i>Golf</i>	9.5
4.	<i>Intramurals - Middle School (2)</i>	3.5
5.	<i>Ski - Elementary/Middle School</i>	2.5
6.	<i>Tennis</i>	9.5
7.	<i>Special Olympics Coordinator</i>	13.5
(H)	<u><i>Department Heads</i></u>	
1.	<i>Career Preparation</i>	6.5
2.	<i>English Language Arts</i>	6.5
3.	<i>Mathematics</i>	6.5
4.	<i>Science and Technology</i>	6.5
5.	<i>Social Studies</i>	6.5
6.	<i>Modern Languages and Arts</i>	6.5
	<i>Special Education</i>	6.5
6.	<i>Staff Facilitators (K-4) (5)</i>	2.5
7.	<i>Staff Facilitators (5-8) (5)</i>	2.5
(I)	<u><i>Other Co-Curricular</i></u>	
1.	<i>Building Club Advisor – Middle School</i>	1.0
2.	<i>Civic Oration – Middle School</i>	1.0
3.	<i>Math Team Advisor – Middle School</i>	1.0
4.	<i>Show Choir – Middle School</i>	3.5
5.	<i>Spelling Bee – Middle School (2)</i>	1.0
6.	<i>Student Council Advisor - Middle School</i>	1.0
7.	<i>Yearbook Advisor – Middle School _____</i>	2.5
8.	<i>Art Club</i>	1.0
9.	<i>Civil Rights Team Advisor</i>	1.5

10. <i>French Club</i>	2.5
11. <i>Key Club</i>	8.5
12. <i>Math Club</i>	1.0
13. <i>National Honor Society</i>	1.5
14. <i>One Act Play</i>	6.0
15. <i>One Act Play –Technical Director</i>	4.0
16. <i>Senior Class Advisor (2)</i>	5.0
17. <i>Junior Class Advisor (2)</i>	2.5
18. <i>Sophomore Class Advisor (2)</i>	2.5
19. <i>Freshman Class Advisor (2)</i>	2.0
20. <i>Spanish Club</i>	2.5
21. <i>Student Council (HHS) (2)</i>	2.5
22. <i>Extended Music</i>	14.0
23. <i>Musical Accompanist</i>	3.0
24. <i>Musical Choreographer</i>	3.5
25. <i>Musical Play Director</i>	6.0
26. <i>Musical Music Director</i>	3.5
27. <i>Musical Technical Director</i>	4.0
28. <i>Chemical Hygiene Officer</i>	5.0
29. <i>NEASC Chairs (2)</i>	3.5
30. <i>IEP Coordinator (2)</i>	4.0
31. <i>International Thespian Society</i>	2.5
32. <i>Spring Play Director</i>	6.0
33. <i>Spring Play Technical Director</i>	4.0
34. <i>New Teacher Mentoring</i>	6.5
35. <i>Certification Committee</i>	6.5
36. <i>Wellness Ambassador</i>	6.5
37. <i>Auditorium Supervisor</i>	6.5
38. <i>Show Choir - Director</i>	6.5
39. <i>Show Choir - Music Director</i>	6.5
40. <i>Show Choir - Choreographer</i>	1.5
41. <i>Show Choir - Accompanist</i>	1.5
42. <i>Outdoor Adventure Club Advisor</i>	6.5
43. <i>Hawks for Change Advisor</i>	1.5
44. <i>Book Club Advisor</i>	1.5
45. <i>GSA</i>	1.5

## **APPENDIX C SICK BANK APPLICATION INSTRUCTIONS**

### **HERMON SCHOOL DEPARTMENT**

1. This application must be filled out in its entirety. Please print or type all information. Incomplete applications will be returned for further clarification and will delay possible use of sick bank days.
2. Please deliver the Certification of Health Care Provider form to your medical provider. After completing the form, your provider should return the form to you.
3. You may send the completed Certification of Health Care Provider directly to the Superintendent's Office or you may attach it to your application. However, your application will not be processed until the Superintendent's Office receives the Certification of Health Care Provider.
4. If you have any questions regarding your application or status please contact the Superintendent's Office.

**APPENDIX C-1 SICK BANK APPLICATION**

**HERMON SCHOOL DEPARTMENT**

Please type or print all information

**INTRODUCTION**

The sick leave bank is designed to provide income protection for eligible teachers who have exhausted their personal and sick leave, and who have an absence due to a serious health condition that prohibits them from performing their job.

Sick leave bank days are not available for absences covered by workers' compensation or for elective surgery that is not medically necessary.

**SECTION I: CONTACT INFORMATION**

Employee Name:

Address:

Phone Number:

**SECTION II: REASON FOR REQUEST TO WITHDRAW DAYS FROM SICK BANK**

Number of days requesting from the Sick Leave Bank: \_\_\_\_\_

In your own words, describe the nature of your condition:

Date you were last actively at work: \_\_\_\_\_

Date you are expected to return to work: \_\_\_\_\_

Date illness/injury occurred: \_\_\_\_\_

Is this injury / illness work related? [ ] Yes [ ] No

**SECTION 3: MEDICAL PROVIDER INFORMATION**

Name of attending physician(s): \_\_\_\_\_

Date physician **first** consulted for this illness: \_\_\_\_\_

Date physician **last** consulted for this illness: \_\_\_\_\_

Did illness/injury require an inpatient hospital stay?  Yes  No

If yes, please list the dates of your hospital stay and what medical facility you were treated in:

Dates: \_\_\_\_\_

Name of Facility: \_\_\_\_\_

**SECTION 4: DISABILITY RETIREMENT**

I acknowledge that in the event that this request is granted, either in whole or in part, and I am subsequently deemed eligible for a Maine Public Employee Retirement System's or Social Security's disability retirement and in fact receive a disability retirement, that I am obligated to pay back to the school system the value of the number of Sick Bank days used after the effective date of the disability retirement.  Yes  No

**SECTION 5: LIMITED AUTHORIZATION TO RELEASE INFORMATION**

By signing this form, I hereby authorize the release of this form, the accompanying doctor's certificate, and the other materials I have enclosed with this sick bank application to the designated members of the Sick Bank Committee. I also understand that a copy of these materials will be maintained by the Superintendent's Office in a confidential medical file.

**SECTION 6: EMPLOYEE'S CERTIFICATION**

I certify that all of the statements made by me in this application for paid benefits by my publicly funded employer are true and complete to the best of my knowledge and belief and that such statements have been honestly presented. I understand that providing any false or misleading information on this application shall be fully sufficient grounds to refuse to grant sick bank days to me, or, if such days have already been provided to me, to discipline me in accordance with the collective bargaining agreement and/or Maine law.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



**APPENDIX C-2 SICK BANK CERTIFICATION**

**HERMON SCHOOL DEPARTMENT**

31 Billings Road  
Hermon, ME 04401  
Tel: (207) 848-4000 ext. 6100  
Fax: (207) 848-5226

**CERTIFICATION OF HEALTH CARE PROVIDER FOR SERIOUS HEALTH  
CONDITION**

(This form should be used only if a current FMLA/FML medical certification form does not exist on file.)

**A. FOR COMPLETION BY PRINCIPAL**

Employee's name: \_\_\_\_\_

Employee's job title: \_\_\_\_\_

List employee's essential job functions (or attach job description):

**B. INSTRUCTIONS TO THE EMPLOYEE**

You must give this form to your health care provider to complete so that you can return it to the Superintendent's Office prior to accessing the sick leave bank. It is preferable for you to return the form yourself.

**C. INSTRUCTIONS TO THE HEALTH CARE PROVIDER**

The above-named employee has requested leave from a sick leave bank for a serious medical condition which he/she anticipates will result in a long-term absence from work.

Please answer, fully and completely, all applicable parts of this form. Several questions seek a response as to the duration of a condition or treatment. Your answer should be your best estimate based upon your medical knowledge, experience and examination of the patient. Please be as specific as you can and limit your responses to the condition for which the employee is seeking sick leave bank coverage.

Please be sure to sign and date the form. Thank you.

Provider's name: \_\_\_\_\_

Provider's business address: \_\_\_\_\_

Type of practice/medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**CERTIFICATION OF HEALTH CARE PROVIDER FOR SERIOUS HEALTH  
CONDITION**

**PART 1: MEDICAL FACTS**

1. Approximate date condition commenced:

2. Probable duration of condition:

3. Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility?       **Yes**       **No**

If so, dates of admission and discharge:

4. a. Date(s) you treated the patient for condition:

4. b. How often will the patient need to have treatment visits due to the condition?

5. Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?     **Yes**       **No**

If so, state the nature of such treatment(s) and expected duration of treatment(s):

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6. If the illness is personal to the employee, is the employee unable to perform any of his/her job functions due to the condition:       **Yes**       **No**

If so, identify the job functions the employee is unable to perform:

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7. If the employee seeks leave to care for the catastrophic illness of a parent, spouse, child, or sibling, is the employee needed to care for the family member:

**Yes**       **No**       **Unknown**

If so, explain why other individuals are not able to care for or comfort the family member:

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8. Describe other medical facts, if any, relevant to the condition for which the employee seeks to access the sick leave bank (such medical facts could include symptoms, diagnosis, or any regimen of continued treatment):

**PART 2: AMOUNT OF LEAVE NEEDED**

Please estimate the beginning and ending dates for the period of incapacity (please provide specific dates, with the understanding that the ending date is approximate and subject to change):

**PART 3: ADDITIONAL INFORMATION (include question number, if applicable):**

\_\_\_\_\_

**PART 4: CERTIFICATION**

As a medical or health care provider with the knowledge necessary to make this determination, it is my opinion that the above employee has a Serious Health Condition which makes him/her unable to return to work as set forth above.

\_\_\_\_\_  
Signature of Health Care Provider

\_\_\_\_\_  
Date

**NOTICE TO HEALTH CARE PROVIDER:**

In accordance with the federal Genetic Information Nondiscrimination Act, we request that you do not provide any genetic information regarding the patient or family members (including family medical history; the results of patient/family members' genetic tests; the fact that the patient/family members sought or received genetic tests; or any genetic information regarding a fetus or embryo of the patient/family members.

PLEASE RETURN THIS FORM TO THE PATIENT AS SOON AS POSSIBLE.  
THANKYOU.

APPENDIX D

**Hermon School Department**  
**Earn Paid Leave Request Form**

Negotiated Agreement: Hermon School Committee and  
Hermon Teachers Association

Article V I(H) Personal Leave (Earn Paid Leave)

*EPL (Earned Paid Leave) day may extend a school vacation or holiday providing substitute teachers are available and requests are timely. If subs are not available the request may be denied.*

*A teacher may use 5 of his/her accumulated sick leave days per year (or a prorated number of days based on the number of days employed) as earned paid leave. Earned paid leave cannot be accumulated from year to year. Whenever possible, notification of a request for earned paid leave shall be submitted in writing to the building principal at least ten (10) calendar days in advance of the day(s) requested. Leave may be granted at the discretion of the principal if requested less than ten (10) days in advance.*

*Professional staff receive seventeen (17) days of sick leave each year; five (5) of which may be used as earned paid leave for any purpose. Any unused earned paid leave will roll over as accumulated sick days each year.*

*Leave of any kind may only be used on days staff are scheduled to work. Earned paid leave has no cash value and will not be paid out upon separation from employment.*

*The Superintendent may request further explanation.*

Application Date: \_\_\_\_\_

Teacher: \_\_\_\_\_

School: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_

Requesting Date: \_\_\_\_\_ Day of Week \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

- \_\_\_\_\_ Approved
- \_\_\_\_\_ Not Approved
- \_\_\_\_\_ Approved without Pay

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

- \_\_\_\_\_ Superintendent
- \_\_\_\_\_ Principal
- \_\_\_\_\_ Teacher

1 2 3

**APPENDIX E**  
**SUMMARY OF BENEFITS**  
**MSMA DENTAL INSURANCE PROGRAM**

**PLAN #2: \$25 Individual Deductible (3x for family)**  
**\$1,300 Calendar Year Maximum for Class I, II and III**

**Class I Procedures: Diagnostic and Preventive** **Plan Pays 100%**

- § Clinical Oral Examinations – twice a year
- § Intra Oral X-Rays: Complete Series (including Bitewings) limit one series in a 36 consecutive month period
- § Bitewings – twice a year
- § Dental prophylaxis – twice a year
- § Flouride Treatments – for individuals under 19 years of age limit to one in any 12 month consecutive period

**Class II Procedures: Basic** **Plan Pays 80%, You Pay 20% after \$25 Deductible**

- § Amalgam, silicate, acrylic or plastic fillings
- § Root canal therapy
- § Surgical Services – such as gingival curettage and extractions of impacted teeth
- § Periodontal scaling and root planning
- § If more than one periodontal surgical procedure is performed per quadrant, only the most inclusive is considered a dental procedure
- § Osseous surgery – flap entry and closure are part of the dental procedure for osseous surgery and osseous graft
- § Adjustment of dentures
- § Replace broken tooth on complete or partial denture
- § Simple extractions

**Class III Procedures: Major** **Plan Pays for 50%, You Pay 50% After \$25 Deductible**

- § Gold or crown restorations only when the tooth cannot be restored with amalgam, silicate, acrylic or plastic fillings
- § Complete and partial dentures (includes 6 months of post-installation care)

**Class IV Procedures: Orthodontic Coverage** **Plan Pays 50%, You Pay 50%**

**\$1,100 Lifetime Maximum for Orthodontia**

Orthodontic coverage is available under this plan. The benefit is limited to dependent children under age 19. The maximum lifetime benefit is \$1,100. The plan covers:

- § Comprehensive orthodontic treatment, preliminary study including cephalometric radiographs, diagnostic casts and treatment plan.

§ Appliances for tooth guidance. Eligible orthodontic treatment is payable at 50%, and payments will begin once the bands are placed. Periodic payments will be made for eligible orthodontic services, provided the eligible dependent remains in active treatment.

## **APPENDIX E-1**

Maine School Management Association  
Dental Insurance Trust Fund  
49 Community Drive  
Augusta, ME 04330  
1-800-660-8484

### **Highlights of the Dental Insurance Program**

- § Dental insurance is a limited benefit (not like your medical insurance where something could be medically necessary)
- § Benefits of up to \$1,300 per calendar year
- § No network – can go to any dentist in or out of State of Maine
- § No waiting periods
- § Sealants are only covered for dependents under the age of 15, permanent molar teeth only, only applied once
- § Fluoride treatments are for dependents under the age of 19, one in a twelve month period
- § Claims are processed promptly by Patient Advocates, LLC averaging within four days upon receipt of claim
- § Customer service is available from MSMA (1-800-660-8484) and Patient Advocates (1-800-290-8559)
- § Exam, cleanings and bitewing x-rays are provided twice a year (unless calendar year benefits have been exhausted)
- § \$1,100 orthodontic benefits for dependents under the age of 19 under Plans 1 or 2
- § Claims are paid based upon usual, customary and reasonable charges (UCR). You may be billed the difference between the actual charge and the UCR. The UCR is determined by an outside firm and updated every six months.
- § Dependents are covered up to age 26.
- § MSMA administers COBRA and retiree benefits
- § Benefit can be taken into retirement with no reduction in benefit.