

NEGOTIATED AGREEMENT

Between

HERMON SCHOOL COMMITTEE

and the

HERMON EDUCATION ASSOCIATION

for the

EDUCATIONAL TECHNICIANS I, II & III,

For

September 1, 2020 to August 31, 2023

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This Agreement is entered into between the Hermon School Committee (hereafter the "HSC") and the Hermon Education Association (hereinafter referred to as the "Association").

ARTICLE I - RECOGNITION

The HSC recognizes the Association as the sole and exclusive bargaining agent in accordance with the Municipal Public Employees Labor Relations Law, 26 M.R.S.A. Section 961 et seq., for a unit consisting of all Educational Technicians I, II and III, excluding all other Department employees as well as Educational Technicians who have been hired in temporary/substitute or on-call positions or hired on a contracted basis.

For purposes of this Agreement, a temporary/substitute position means a position in which an employee holds on an interim basis for less than twelve months.

ARTICLE II – RIGHTS

A. Management

1. 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 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 the policy making and governing body of the public schools.

B. Association

1. No employee 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.

2. The Association shall be permitted to transact official Association business on school property when school is not in session in the building in question or where it does not interfere with scheduled meetings or assigned duties for employees, and to use the school facilities and equipment subject to the same regulations and charges as govern community organizations using such facilities and equipment.

ARTICLE III - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which from time to time may arise concerning the terms and conditions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration, or having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

B. Definitions

1. A "grievance" is a dispute as to the meaning or application of a specific written term of this Agreement.
2. A "grievant" is the employee or employees making the claim.
3. A "party in interest" is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
4. "Days" shall mean working days when the central office is open, Monday through Friday, excluding holidays.

C. Time Limits

Time is of the essence in the filing and processing of all grievances under this Article. Failure on the part of the grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of such grievance and be a complete bar to arbitration, unless both parties agree to waive or extend time requirements.

D. Informal Procedure

If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with the Special Education Director, principal or other appropriate administrator in an effort to resolve the problem informally. Should the employee desire, he/she shall have the right to have an Association representative present.

Informal settlements shall not set precedence for other grievance proceedings.

E. Formal Procedure

1. Level One - Special Education Director or School Principal

a. If a grievant is not satisfied with the outcome of informal procedures, the claim may be presented as a formal grievance in writing to the Special Education Director or Principal within 20 days of the occurrence.

b. The Special Education Director or Principal shall, within ten (10) days after receipt of the above formal written grievance, render his/her decision and the reason(s) therefore in writing to the grievant, with a copy to the Association.

2. Level Two - Superintendent of Schools

a. If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may, within ten (10) days after receipt of the decision from Level One, file the initial grievance with the Superintendent.

b. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the grievant for the purpose of resolving the grievance.

c. The Superintendent shall, within ten (10) days after the meeting, render his/her decision and the reason(s) therefore in writing to the grievant, with a copy to the Association.

3. Level Three – Hermon School Committee

a. If the grievant is not satisfied with the decision rendered at Level Two, the grievant may, within ten (10) days after receipt of the decision, file the grievance with the HSC.

b. The HSC shall, within fifteen (15) days after receipt of the appeal, meet with grievant and representatives of the Association and any party in interest for the purpose of reviewing the grievance.

c. The HSC shall, within ten (10) days after such meeting, render by mail, posted within the time limits, its decision and the reason(s) therefore in writing to the grievant, with a copy to the Association.

4. Level Four - Impartial Arbitration

a. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within three (3) days after receipt of the decision from Level Three or within eight (8) days after the Hermon School Committee meeting, submit the grievance to arbitration. Written notice shall be provided to the HSC.

b. A representative of the Chairperson of the HSC and a representative of the President of the Association shall, within five (5) days after receipt of such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select one.

c. The arbitrator selected shall confer promptly with the representatives of the HSC and the Grievance Committee, shall review the record of the prior meetings, and shall hold such hearings with the parties in interest as he/she shall deem requisite.

- d. The arbitrator shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the HSC and the Association, and shall be final and binding on the parties' subject to judicial review.
- e. The cost for the services of the arbitrator shall be borne equally by the HSC and the Association.

5. Time Limits:

- a. 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 employee and/or the Association may automatically proceed to the next level in the grievance procedure. By mutual agreement, however, time limits may be adjusted.
- b. If the grievance is not appealed to arbitration as provided in this section within ten (10) 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.

F. Meetings

- 1. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.
- 2. When an employee is not represented by the Association, the Association shall be given reasonable opportunity to be present as provided in 26 MRSA Section 967(2).

ARTICLE IV - WORK WEEK & WORK SCHEDULE

A. Work Year, Work Week, And Work Day

The work year, work week and work day for each position shall be established by the HSC and may be changed by the HSC for bona fide program or business reasons. Employees shall receive notice of their schedule prior to the end of the proceeding school year whenever possible. Employees shall be given five days notice prior to any change.

1. Work Year

An employee's work year shall consist of:

- a.175-day student school year
- b.the opening day workshop
- c.any other workshop days that the employee is required to attend

2. Work Week

The normal work week shall consist of:

- a.Thirty-five (35) or more hours per week for full-time employees;
- b.Less than thirty-five (35) for part-time employees.

3. Work Day

- a.All employees working six (6) or more hours per day will be scheduled for a paid duty free lunch equal to the student lunch period.

B. Overtime

The HSC may require overtime at its discretion. No employee shall work overtime without prior approval except in an emergency. Overtime shall be paid at a rate of time and one half after the employee has completed forty (40) hours actually worked in a work week. Paid leaves shall not be counted as time worked for purposes of computing overtime. Employees offered and accepting after school duties on a voluntary basis, will be paid at their hourly rate unless overtime applies.

ARTICLE V - SENIORITY AND LAYOFF

A. Seniority

"Seniority" shall be an employee's length of continuous regular service since the date of his or her most recent date of employment as an employee in the bargaining unit.

B. Seniority List, Job Classifications, And Impact Areas

1. Within ninety (90) days of the execution of this Agreement, the HSC shall establish a seniority list by impact area with the name and date of hire of each employee, with the employee with the greatest seniority listed first. In following years, the seniority list shall be posted annually no later than October 31st.
2. Employees shall have thirty (30) calendar days after posting to object to the seniority list, otherwise the list shall be assumed to be accurate for the following twelve (12) months except for necessary adjustments for new employees.
3. For purposes of this Article, the following impact areas for each job classifications shall be used
 - a. Special Education (Ed Tech I, II, and III)
 - b. Regular Education (Ed Tech I, II, and III)
 - c. Title 1 (Ed Tech I, II, and III)

C. Reduction In Force (RIF)

1. "Reduction in Force" (hereafter "RIF") shall mean the discontinuance of employment of any employee for financial or program reasons as determined by the HSC.
2. In the event of a RIF, the employee(s) with the least seniority within the impact area shall be laid off, so long as the remaining employees are qualified to perform the necessary duties in terms of authorization, skills and abilities. In the event there is a reduction in a Special Education impact area, the least senior employee may be retained and the next least senior employee released based on demonstrated training, credentials, and

performance evaluations that in the judgment of the Special Education Director, minimizes the disruption to the educational program of students.

Notwithstanding the foregoing, educational technicians hired to work one-on-one with a student may be laid off when such services are no longer required. An educational technician transferred to a one-on-one position shall be listed in the impact area from which they were transferred.

3. An Educational Technician III displaced as a result of the application of subsection 2 above may displace the least senior Educational Technician II, and an Educational Technician II may displace the least senior Educational Technician I provided he/she is qualified for the position and is more senior.
4. An employee selected to be reduced in force shall receive notice as soon as reasonably possible but in no event less than two (2) weeks written notice.

D. Recall

1. Upon layoff, a non-probationary employee shall be placed on a recall list. In the event of a vacancy within the employee's classification that is in the impact area from which the employee was laid off, the employee shall be offered the position. When two or more employees are eligible for recall, the most senior employee shall be offered the position. If the vacancy occurs for a special education one-on-one position, the recall shall be subject to the Superintendent's determination that the employee is qualified on the basis of training and experience for the particular one-on-one position.

Employees shall remain on the recall list for a period of nine (9) months unless the employee:

- Waives recall rights in writing
- Declines an offer of reemployment to a position for which the employee was eligible.

Employees shall be responsible for furnishing a current address to the district while on the recall list.

2. Employees who have been employed for a year or more and are reemployed within nine (9) months of the effective date of layoff shall retain their seniority, wage scale position and all benefits accumulated prior to the layoff.
3. Employees who were reduced in force after 120 days of work for the school year will advance one step on the wage scale if reemployed for the successive school year.

ARTICLE VI – WAGES

- A. School year employees who elect pay averaging shall be paid in twenty-six (26) equal installments. Employees shall make their election at the start of the school year and may not change their election for the duration of the work year. Adjustments for additional hours beyond the regular schedule or for loss of hours from the employee's regular schedule shall be made from the employee's wages for the pay period in which the additional work or loss of work occurred. School year employees hired mid-year shall have their pay averaged in proportion to the remaining work year. If, because of mid-year termination or severance, the amount an employee receives under this pay averaging system is more than the employee has earned, such overage shall be withheld from the employee's last paycheck. If the employee receives less than the employee's paid hours times his or her rate of pay under this pay averaging system, the Board will pay such underpayment to the employee in the employee's last check.
- B. Upon hire, an Educational Technician shall receive credit for prior experience as an educational technician or school teacher at an approved school. Experience at another level (college or nursery school) shall be granted credit at the discretion of the Superintendent.
- C. With 2 months-notice of an anticipated change and appropriate documentation, an ed tech who has achieved a higher level of credentials with the DOE will advance to the next column on the pay scale (II or III) and keep their years of service, seniority, and step on

the pay scale. The change will take effect on September 1 or February 1 following the earning of the higher-level credential.

<u>ARTICLE VI – WAGES</u>			
2020-21			
Level	Ed Tech I	Ed Tech II	Ed Tech III
Level 1	\$12.50	\$14.60	\$15.10
Level 2	\$12.65	\$14.85	\$15.35
Level 3	\$13.00	\$15.20	\$15.70
Level 4	\$13.35	\$15.60	\$16.10
Level 5	\$13.75	\$16.00	\$16.50
Level 6	\$14.15	\$16.40	\$16.90
Level 7	\$14.55	\$16.80	\$17.30
Level 8	\$14.95	\$17.20	\$17.70
Level 9	\$15.30	\$17.60	\$18.10
Level 10	\$15.65	\$18.00	\$18.50
Level 11	\$16.00	\$18.40	\$18.90
Level 12	\$16.35	\$18.85	\$19.35
2021-22			
Level	Ed Tech I	Ed Tech II	Ed Tech III
Level 1	\$12.75	\$14.85	\$15.35
Level 2	\$12.90	\$15.10	\$15.60
Level 3	\$13.25	\$15.45	\$15.95
Level 4	\$13.60	\$15.85	\$16.35
Level 5	\$14.00	\$16.25	\$16.75
Level 6	\$14.40	\$16.65	\$17.15
Level 7	\$14.80	\$17.05	\$17.55
Level 8	\$15.20	\$17.45	\$17.95
Level 9	\$15.55	\$17.85	\$18.35
Level 10	\$15.90	\$18.25	\$18.75
Level 11	\$16.25	\$18.65	\$19.15
Level 12	\$16.60	\$19.10	\$19.60

2022-23			
Level	Ed Tech I	Ed Tech II	Ed Tech III
Level 1	\$13.25	\$15.10	\$15.60
Level 2	\$13.50	\$15.35	\$15.85
Level 3	\$13.75	\$15.70	\$16.20
Level 4	\$14.00	\$16.10	\$16.60
Level 5	\$14.25	\$16.50	\$17.00
Level 6	\$14.65	\$16.90	\$17.40
Level 7	\$15.05	\$17.30	\$17.80
Level 8	\$15.45	\$17.70	\$18.20
Level 9	\$15.80	\$18.10	\$18.60
Level 10	\$16.15	\$18.50	\$19.00
Level 11	\$16.50	\$18.90	\$19.40
Level 12	\$16.85	\$19.35	\$19.85

ARTICLE VII - BENEFITS

A. Health Insurance

1. The HSC agrees to contribute the following amounts as listed below to eligible full-time employees towards the cost of single subscriber coverage of the MEA Benefits Trust Choice Plus Plan for the length of this contract.
 - i. Single 90%
 - ii. Adult with Children 60%
 - iii. Two Adults 50%
 - iv. Family 40%
2. An employee will be paid benefits on a pro-rata basis for less than a full-time position.
3. Selection Period: The School Committee shall cooperate with Anthem Blue Cross/Blue Shield of Maine to conduct a selection period to allow qualified employees to choose between the options of the MEA Choice Plus Plan. Changes made during the selection period will take effect September 1 of that year. Any rate changes made by Anthem to an employee's current plan will take effect on July 1.

4. Changes in Coverage: For the duration of this agreement and notwithstanding any language above, any employee who expands his/her insurance coverage shall pay their share of the new or additional premium cost of such election.
5. HSC contributions shall be determined under the Choice Plus Plan. The HSC reserves the right to elect the insurance plan and health insurance company as long as the benefits provided are reasonably comparable with existing coverage. The parties recognize that health insurance plans can vary substantially in terms of benefits provided. For purposes of this provision "reasonably comparable" means that the level of benefits in terms of deductibles and/or out of pocket expenses are not significantly different or that a person could reasonably believe that the plan change is in the best interests of both the Employees and the HSC.
6. Employee contributions towards health insurance premiums costs may be made on a pre-tax basis if eligible under section 125 of the Internal Revenue Code.
7. For each contract year, any eligible full-time employee who elects not to receive HSC contributions for health insurance and can provide proof of other employer sponsored group coverage shall receive a payment of three thousand (\$3000) dollars. Said payment shall be paid in one lump sum at the end of the school year and shall be subject to state and federal tax. In no case shall an employee of Hermon School Department receive said payment in lieu of health insurance and be offered/allowed coverage by Hermon School Department through a spouse or any other family member.
8. 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 an employee shall be done on a pre-tax basis in accordance with the rules and regulations of the Internal Revenue Service.
9. Medical and Dependent Care Reimbursement Accounts: 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. An employee 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 employee shall be responsible for any monthly employee administrative fee charged on an after-tax basis. The current administrative fee, including a debit card reimbursement plan, while subject to change, is:
 - i. Medical Care: \$1.50 per month
 - ii. Dependent Care: \$1.50 per month
 - iii. Both Accounts: \$1.50 per month

10. All parties to this contract recognize the financial impact of increased insurance premiums for both the employee and the school district. All parties share a joint desire to maintain coverage at the lowest possible cost for both the employee and the school district. All parties are committed to personal wellness and the utilization of the benefits of the health insurance plan in the most effective and efficient manner as means to *Maintain coverage* at the lowest possible cost.

Therefore:

- It is agreed that employee commitment to understanding how to most efficiently utilize the health insurance benefits offered as a benefit of employment in Hermon School Department is critical to maintaining coverage at an affordable cost. The Association and HSC shall share responsibility for an ongoing effective utilization of health insurance awareness program.
- Employees enrolled in the district offered health insurance plan shall agree, at a minimum, to register and complete the health assessment portion of the Anthem on Life Health portal wellness program. It is

suggested that employees take advantage of additional opportunities to utilize this program to improve personal wellness as well as participate in local wellness related opportunities /activities.

B. Dental Insurance

The HSC agrees to make dental insurance available to all eligible full time Hermon School Department employees at the employee's expense through a payroll deduction.

C. Sick Leave

1. New employees shall be given five (5) sick days at the start of each school year and then shall earn one (1) day per month for seven months through June for a total of 12 sick leave days per year until the first September 1st following their first full year of employment. New hires during the school year shall receive a prorated benefit for the remainder of their first year. On the first September 1st following one full year of employment, employees shall receive twelve (12) sick leave days per year.
2. Sick leave days shall be accumulative to a maximum of ninety (90) days.
3. Use of sick leave shall be subject to the following conditions:
 - a. The absence must be necessitated by personal illness or physical incapacity of such a degree as to render the employee unable to perform the work of the assigned position.
 - b. In the event that the Superintendent has a reasonable basis for believing there is abuse of sick leave, the Superintendent shall have the right to request medical documentation of the need for sick leave.

D. Family Illness Leave

1. Up to ten (10) personal sick leave days may be used for illness in the immediate family requiring care by the employee.
2. Immediate family includes spouse, domestic partner, son or daughter, parent, or any person actually living in the employee's household and who is ill and requires the employee's care.

E. Bereavement Leave

Employees may be granted up to five (5) days per defined loss of leave without loss of pay in the event of the death of a spouse, domestic partner, child, parent, sibling, step-parent, step-sibling, step-children, in-law, grandparent, or grandchild. Additional days may be granted by the Superintendent.

F. Personal Leave

During the school year, each employee shall be granted two personal days for personal business that is compelling and non-recreational in nature and cannot reasonably be conducted during non-school time. Personal days shall be deducted from the employee's accumulated sick leave. Personal leave shall require the prior approval of the supervisor and Superintendent and shall not be used to extend vacations or for recreational purposes.

G. Incentive

1. If an Ed Tech does not use any sick leave, family sick leave, personal leave, or unpaid time during the employment year, the Ed Tech shall receive the amount of two hundred (\$200) dollars.
2. If an Ed Tech uses one (1) day or a lesser portion of sick leave, family sick leave, personal leave, or unpaid time during the employment year, the Ed Tech 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 pay period of the next school year.

H. Military Leave

A leave of absence for military leave shall be granted by the HSC in accordance with State and Federal law.

I. Jury Duty Leave

1. Employees who are required to lose time from their assigned schedule of work because of jury duty service shall be paid for such time lost at their regular rate.
2. The employee shall furnish the superintendent's office with a written statement from the court showing the days of jury duty and the fees which s/he was eligible to receive for each day.

3. It is expressly understood that the employee will report for work assignment immediately upon release from jury duty service at such time during the school day while on call for jury duty service but not required to be in attendance by the court.
4. Jury duty fees earned during such time lost shall immediately be paid to the district when received by the employee.

J. Holidays

1. All employees shall receive the following paid holidays:
Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day.

Employees will be paid at their straight-time rate and they will be paid based on their regularly scheduled hours.

The number of holidays paid will be pro-rated for employees working less than full-time by the appropriate percentage.

K. Course Reimbursement

Payments for professional credits earned by an Educational Technician working full time that add value to the Educational Technician as an employee of Hermon School Department shall be paid under the following conditions:

1. Approval:
Prior approval has been granted by the Superintendent.
2. Completion of Course:
Successful completion of course within one year of the course start date with a grade of "B" or better or "pass" for a pass/fail course.
3. Employment Status for Reimbursement:
Reimbursement shall be conditioned upon employee being in active employment status. Active employment status ends when the HSC accepts an employee's resignation.
4. Reimbursement:

Full tuition reimbursement upon receipt of course grade and evidence of payment shall be paid for all approved courses at the undergraduate or graduate rate at the University of Maine. Employees will be reimbursed for 100% of associated course fees and required textbooks.

5. Credit Limit:

Three (3) credit limit per fiscal year provided budgeted funds are available.

L. Cancelations, Delays and Early Dismissals

On days when school is unexpectedly delayed or dismissed early, Ed Techs shall be paid for their regularly scheduled day provided the day is counted as a full day of school.

ARTICLE VIII- EMPLOYEE RIGHTS

- A. All employees shall serve a probationary period of twelve (12) months starting from his/her initial employment date in the unit. At the discretion of the superintendent, new employees or employees who are reassigned may receive up to two (2) days of paid training for specific job orientation in their assigned rooms.
- B. After successful completion of the probationary period, no employee shall be discharged or suspended without pay without just cause.
- C. Whenever an employee is required to appear before the HSC or the Superintendent in a meeting which could adversely affect his/her continued employment, the employee shall receive prior written notice of the reasons for the meeting and shall be entitled to have an Association representative to advise the employee during the meeting.
- D. Employee participation in extracurricular and co-curricular activities shall be voluntary.
- E. The HSC agrees to replace or repair, in terms of like, kind and quality, an employee's eyeglasses or articles of clothing which are damaged or destroyed in the performance of his/her duties.

F. The HSC shall provide the Association with the HSC's agenda prior to its monthly meetings as well as the agenda and list of policies under consideration for the Curriculum and Policy Committee. An Association representative is invited and encouraged to attend. The Association may request to meet and consult on those matters of educational policy.

ARTICLE IX- PERSONNEL FILES

- A. One personnel file shall be maintained at the Superintendent's Office for every employee. The personnel file shall be maintained in accordance with 20-A MRSA Section 6101. An employee shall receive copies of materials that are placed in the personnel file relating to the employee's performance, conduct or character. An employee may submit a rebuttal to any materials included in his/her personnel file and such rebuttal shall be attached to the original material and filed with it.
- B. Upon request, an employee shall have the right to view and receive copies of any documents, other than confidential letters of recommendation, contained in his/her personnel file. An employee is entitled to one (1) free copy of his/her files annually. There will be a charge for additional copies during the year.
- C. Any formal written complaint regarding an employee by a parent, student, or other person used for disciplinary purposes shall be called to the attention of the employee and the employee shall be notified of the nature of the complaint and the identity of the Complainant. The employee shall be given an opportunity to respond and/or rebut such complaint.
- D. After 2 years, an employee may request a review of the personnel file with the building administrator and ask for disciplinary items to be removed. The building administrator will make a recommendation to the superintendent for a removal decision.

ARTICLE X- POSITION VACANCIES

- A. Whenever a job opening occurs for a position within the bargaining unit, notice shall be posted on the school unit web site and an email notice sent to all staff at the same time the vacancy is posted internally and externally.
- B. The HSC reserves the right to hire the candidate it deems appropriate for the position. Any internal candidate shall be provided first consideration. In the event that two internal candidates are, in the HSC's determination, equally qualified and suitable for the vacant position, the applicant with the most seniority shall be selected.

ARTICLE XI - JOB DESCRIPTION

Each employee shall be provided with a current written job description which describes his/her job responsibilities. Prior to any change in written job descriptions, the HSC will prepare a draft of the modified job description, send notice of the proposed changes to the HEA, and, upon request by the Association, consult.

ARTICLE XII- EVALUATIONS

Employees shall be evaluated on an ongoing basis and shall be provided with an annual written evaluation by their appropriate administrator with input from their immediate supervisor. Employees shall be provided with an opportunity to meet with their evaluator prior to the written evaluation being placed in their personnel file. The employee may submit a response in writing to the evaluation within 10 days of receipt. The evaluation instrument shall include, but shall not be limited to, duties enumerated in the job description. The employee shall be given time to improve prior to another evaluation. Adequate time will be determined by the evaluator.

ARTICLE XIII – SEVERABILITY

In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable laws, such law(s) shall prevail and such provisions of the agreement shall be considered invalid and void. Such invalidity shall not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect.

ARTICLE XIV - DUES DEDUCTION FROM SALARY

- A. The Board agrees to deduct from each employee's salary such monies for local, state and/or national association membership dues as the employee may from time to time voluntarily authorize the Board to deduct in writing. No dues will be deducted without written permission of the employee.
- B. Dues deduction shall continue automatically from year to year unless canceled in writing by the employee informing both the Superintendent and the Association President. The Association President shall notify the Hermon School Department payroll division at the start of each school year of the names of employees who have elected dues deductions and the amounts to be deducted as dues for the ensuing year.
- C. The Association shall fully indemnify and hold the Board harmless from and against any and all claims, suits or demands which may arise by virtue of the making of the same, cancellation of same, and remitting of same to officials of the Association or the Maine Education Association.

ARTICLE XV - TERM OF AGREEMENT

The term of this Agreement shall be from September 1, 2020 to August 31, 2023.

In the event the contract expires before a new contract is ratified, this agreement shall remain in effect until a new agreement is reached.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 21st day of January, 2020

Hermon School Committee

By Jody E. White

By _____

Hermon Education Association

By Karen Abbott

By _____

JODY E. WHITE
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES ON SEPTEMBER 12, 2023



