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AGREEMENT

between the

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 3
BOARD OF DIRECTORS

and the

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 3 EDUCATION
ASSOCIATION

2020 - 2023

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PREAMBLE

This Agreement entered into by and between the Maine School Administrative District No. 3 Education Association (hereinafter called the "Association") affiliated with the Maine Education Association and the National Education Association and the Maine School Administrative District No. 3 Board of Directors (hereinafter called the "Board").

WITNESSETH

Whereas, the Board and the Association both recognize that providing a quality education for the children is a mutual aim, and that the character of such education depends in large measure upon the quality and morale of the members of the bargaining unit, their effective instruction of students, as well as upon policies and programs established by the Board;

Whereas, the members of the teaching profession are particularly qualified to advise in formulating policies and programs designed to improve education standards;

Whereas, the Board has a statutory obligation, pursuant to the Municipal Public Employees Labor Relation Law under Title 26, MRSA, Chapter 9-A, State of Maine;

The parties have reached certain understandings, which they desire to confirm in this Agreement as follows:

**ARTICLE 1
DEFINITIONS**

1. **Association** -Whenever the term "Association" is used, it refers to the Maine School Administrative District No.3 Education Association and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.
2. **Board**- Whenever the term "Board" is used, it refers to the Maine School Administrative District No. 3 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.
3. **Gender**- Whenever the masculine is used, it is to include the feminine unless otherwise expressly provided or clearly indicated by the context.

- 1 4. **Number-** Whenever the singular is used, it is to include the plural unless
2 otherwise expressly provided or clearly indicated by the context.
3
- 4 5. **Principal-** Whenever the term "Principal" is used, it is to include the
5 administrator of any work location or functional division.
6
- 7 6. **School-** Whenever the term "School" is used, it is to include any work
8 location or functional division.
9
- 10 7. **Superintendent-** Whenever the term "Superintendent" is used, it shall
11 mean the Superintendent of Schools of Maine School Administrative
12 District No.3, or the Assistant Superintendent or any other person whom
13 the Superintendent or the Board specifically designates to act for the
14 Superintendent in a particular situation or class of situations.
15
- 16 8. **Teacher-** Whenever the term "Teacher" is used, unless otherwise
17 expressly provided or clearly indicated by the context of this Agreement,
18 it shall refer to all public employees defined as "public employees" in
19 Title 26 MRSA, Chapter 9-A represented by the Association in the
20 bargaining unit; however, the word "Teacher" shall not include a)
21 evening school personnel while acting as such, b) summer school
22 personnel while acting as such, c) personnel employed in a capacity or in
23 any program which is not usually or typically associated with the regular
24 school program while acting as such, d) extra- curricular personnel while
25 acting as such, excepting Schedule B which outlines payment for
26 extracurricular assignments, e) employees employed less than six (6)
27 months pursuant to Chapter 9-A, Title 26, Section 962 6, F and f)
28 Occupational, Speech, or Physical Therapists who are not District
29 employees. Any teacher covered by this Agreement who works less than
30 full time shall receive prorated salary and benefits based upon time
31 worked compared to the time worked by full-time employees.
32
- 33 9. **Probationary Teacher** – refers to a teacher who has not yet been
34 employed by RSU 3 for the probationary period required per 20-A
35 MRSA Section 13201.
36
- 37 10. **Bargaining Unit** -Whenever the term "Bargaining Unit" is used, it refers
38 to the unit containing Classroom Teachers, Guidance Counselors,
39 Librarians, Nurses, Occupational, Physical or Speech Therapists who are
40 District employees, Social Workers, and Music Supervisors excepting
41 those defined in 8 above.
42

- 1 11. **Subject Area** -Whenever the term "Subject Area" is used, it refers to
2 courses, disciplines or materials within a related Subject Field.
3
- 4 12. **Grievance** -A "Grievance" is a claim based upon an event or condition
5 which affects a teacher or teachers as related to the interpretation,
6 meaning or application of any of the provisions of this Agreement.
7
- 8 13. **Grievant** -A "Grievant" is the teacher or teachers making the claim.
9
- 10 14. **Party In Interest** -A "Party in Interest" is the person or persons making
11 the claim and any person who might be required to take action or against
12 whom action might be taken in order to resolve the claim
13
- 14 15. **Itinerant Teacher** – An "Itinerant Teacher" is any teacher who is
15 required to teach in more than one geographical location.
16
- 17 16. **Days** - "Days" shall mean working school days.
18
- 19 17. **Preparation Time** – “Preparation Time” is time for teachers to prepare
20 for student instruction and support. It is understood that this contract
21 does not guarantee preparation time. When and if preparation time is
22 provided during the teachers’ in-school workday, it is intended to be
23 teacher-directed time and will not be interrupted, except for student
24 supervision emergencies or meetings that have been planned in advance
25 by mutual agreement with the teacher.
26

27 **ARTICLE 2**
28 **RECOGNITION**

29
30 The Board hereby recognizes the Association as the exclusive bargaining agent
31 as defined in 26 MRSA, Chapter 9-A, Section 962, #2 of all approved and/or
32 certified professional employees of the MSAD No.3 School System as defined
33 in Article I, Sections 8 and 9.
34

35 **ARTICLE 3**
36 **NEGOTIATION PROCEDURE**

- 37
38 A. The Board agrees to negotiate a successor agreement with the Association
39 pursuant to 26 MRSA, Chapter 9-A.
40
- 41 B. Should a mutually acceptable amendment to this Agreement or a new
42 Agreement be negotiated by the parties, it shall be reduced to writing, be
43 signed by the Board and the Association, and be adopted by the Board.

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- C. This Agreement incorporates the entire understanding of the parties on all matters which were negotiated. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. Both parties may, however, mutually agree to bargain mid-term over wages, hours, and working conditions.
- D. The parties recognize that should the Board adopt or change an educational policy which creates an impact upon the working conditions of teachers, the parties shall have an obligation to bargain over the impact of such a change if the Association requests such bargaining in writing.

**ARTICLE 4
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 affecting the interpretation, meaning, or application 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 teacher having a grievance, to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

B. Time

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every reasonable effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits

1 set forth herein shall be reduced so that the grievance procedure may be
2 exhausted prior to the end of the school year or as soon thereafter as it is
3 practicable.
4

- 5 3. Time is of the essence in the filing and processing of all grievances under
6 this Article. Failure on the part of the grievant to make timely filing or to
7 strictly adhere to all further time requirements in the processing of a
8 grievance, shall constitute a waiver for such grievance and be a complete
9 bar to arbitration. No arbitrator shall have the authority to waive, amend,
10 modify, or adjust the time requirements set forth herein.
11

12 C. Informal Procedure
13

- 14 1. If a teacher believes that a grievance exists, the matter should first be
15 discussed with the appropriate administrator in an effort to resolve the
16 problem informally.
17

18 D. Formal Procedure
19

20 Level 1
21

- 22 1. If the grievant is not satisfied with the outcome of the informal procedure,
23 he may present his claim as a formal grievance in writing, on a form
24 supplied by the Superintendent, to the appropriate administrator. Said
25 administrator shall provide a written reply within ten (10) days; either the
26 grievant or the principal may request a meeting within the same time
27 frame.
28
- 29 2. A grievance shall be deemed waived unless submitted in writing within
30 ten (10) days after the grievant first knew or was informed of the events
31 or conditions constituting the alleged grievance.
32

33 Level 2
34

35 Within five (5) days, the grievant may appeal a decision to the
36 Superintendent of Schools who shall review the materials submitted to
37 him, may discuss the issue with the parties involved and shall render a
38 written decision within ten (10) days of the date of appeal.
39

40 Level 3
41

42 To carry an appeal to the Board, a grievant shall, within five (5) days of
43 the Superintendent's written decision, submit the complete records thus

1 far accumulated, plus his or their written reasons for said appeal to the
2 Superintendent of Schools who shall notify the Chairman of the Board
3 within five (5) school days and the Chairman shall determine whether to
4 schedule the appeal for an executive session at the next regular meeting
5 or at a special meeting. The Board shall within five (5) days after such
6 meeting, render its decision and the reasons thereof, in writing to the
7 grievant.

8
9 Level 4

- 10
11 1. If the grievant is not satisfied with the disposition of the grievance by the
12 Board, he may, within five (5) days after the decision or within five (5)
13 days after the Board meeting, request in writing to the President of the
14 Association that his grievance be submitted to arbitration.
15
16 2. The Association shall, within five (5) days after the receipt of such
17 request, determine whether the grievance is meritorious and therefore
18 requires further action. The Association shall submit the grievance to
19 arbitration by so notifying the Board in writing if, in its opinion, the
20 grievance is meritorious and therefore requires action by an arbitrator.
21
22 3. If the parties cannot mutually agree to an arbitrator within ten (10) days
23 the Association may notify the American Arbitration Association or
24 another mutually acceptable arbitration tribunal such as the Federal
25 Mediation and Conciliation Service or the Maine Board of Arbitration
26 and Conciliation to propose the names of arbitrators pursuant to its
27 selection procedure.
28
29 4. The arbitrator selected shall confer promptly with the representatives of
30 the Board and the Association, shall review the record of the prior
31 meetings, and shall hold hearings with the grievant and other parties in
32 interest as he shall deem requisite.
33
34 5. The arbitrator shall have no power to add to, subtract from, or modify the
35 provisions of this Agreement, and shall confine any decision to the
36 meaning of the specific written contract provision which gave rise to the
37 dispute. The arbitrator shall be without power to make any decision
38 which is contrary to law, interferes with the statutory duties of the Board,
39 or violates the terms of this Agreement. The arbitrator's decision will be
40 binding, subject to judicial review.
41
42 6. The costs for the services of the arbitrator shall be borne equally by the
43 Board and the Association.

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E. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. Any party in interest may be accompanied by a non-participating support person of his/her own choosing at any level. He/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, then the Association shall have the right to be present.

F. Miscellaneous

1. The parties recognize that the Association may file and process grievances on behalf of grievants.
2. All documents, communications, and records dealing with the processing of a grievance, with the exception of an Association grievance, shall be filed in the personnel files of the grievant.
3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance.

**ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to provide to the Association, preceding the next Board meeting, a copy of the Board's agenda. Furthermore, a copy of the Board's minutes will be made available to the Association after ratification.
- B. Representatives of the Association, the Maine Educational Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations as determined by all affected building principals. All affected building principals and the Superintendent shall be notified of any such use.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Both the principal of the

1 building in question and the Superintendent shall be notified in advance of
2 the time and place of all such planned meetings. If a facility has been
3 previously scheduled for use at the same time the Association requests its
4 use, an alternative site will be selected by the Association. The Association
5 agrees to assume costs of custodial and police services whenever such
6 services are required by law or Board policy as applied to any public group.

7
8 D. The Association shall have in each building, the right to use an existing
9 bulletin board in each faculty lounge or suitable area. The Association shall
10 have the right to the partial use of the bulletin board in the central office for
11 Association notices.

12
13 E. The Association shall have the right to use the existing inter-school mail
14 facilities and school mail boxes as it deems necessary.

15
16
17 **ARTICLE 6**
18 **TEACHER EMPLOYMENT RIGHTS**

19
20 A. Just Cause

- 21
22 1. No continuing contract teacher shall be reprimanded in writing, dismissed,
23 suspended, or non-renewed without just cause.
24
25 2. In any arbitration properly invoked on the dismissal, suspension, or non-
26 renewal of the teaching contract of a continuing contract teacher, the
27 arbitrator shall not substitute her/his judgment for that of the Board, but shall
28 be limited to determining only whether, on the evidence presented, a
29 reasonable person could have come to the same decision reached by the
30 Board.
31
32 3. By way of clarification, this just cause provision does not apply to the non-
33 renewal, dismissal, or suspension of a probationary teacher, nor does it apply
34 to the termination of a teacher's contract in connection with the elimination
35 of a teaching position due to a reduction in force, nor does it apply to the
36 non-reappointment or dismissal of a teacher under annual appointment to
37 coaching or other extracurricular or co-curricular activity.
38
39 4. Any suspension of a teacher pending final investigatory action shall be with
40 pay.
41
42 5. Whenever any teacher is required to appear before the Superintendent and/or
43 Board in a formal disciplinary proceeding which could adversely affect the

1 continuation of that teacher in her/his employment, s/he shall be given prior
2 written notice of the reasons for such meeting and shall be entitled to have a
3 representative of the Association present to advise her/him during such
4 meeting.

5
6 **B. Personnel File**

- 7
8 1. The Superintendent shall maintain, for official school department
9 purposes, one personnel file for each employee. This file shall be kept
10 under conditions that ensure its integrity and safekeeping, and shall
11 contain copies of personnel forms, official correspondence to and/or from
12 the employee, written evaluations and other appropriate materials relating
13 to the employee's employment. If any documents, not included in the
14 personnel file, are used in an adverse personnel action, the teacher shall
15 be provided a copy of the documents and a fair opportunity to respond
16 before action is taken.
17
18 2. An employee shall be given a copy of all materials relating to the
19 employee's work performance that are placed in the employee's
20 personnel file. The employee shall have ten (10) working days to submit
21 his/her response, if so desired. Anonymous or unattributed materials shall
22 not be placed in the file.
23
24 3. An employee shall have the right to examine his/her file in the presence
25 of the Superintendent or designee during normal business hours upon
26 twenty-four (24) hours' notice. Upon request, an employee may obtain a
27 copy of any materials at the Board's expense.
28
29 4. At least once every two (2) years, a teacher shall have the right to indicate
30 those documents and/or other materials in her/his file which s/he believes
31 to be obsolete or otherwise inappropriate to retain. Said documents shall
32 be reviewed by the Superintendent and if, in the Superintendent's opinion,
33 they are obsolete or otherwise inappropriate to retain, they shall be
34 destroyed.

35
36 **C. Reduction in Staff**

37
38 At such time as the Board determines that a reduction in force is necessary,
39 the following procedure shall be utilized:

- 40
41 1. Position Elimination
42

- 1 a. If the Board is contemplating the elimination of any bargaining unit
2 positions, the Board or its designee will meet and consult with the
3 Association upon written request prior to a decision to eliminate any
4 bargaining unit positions.
5
- 6 b. A decision by the Board to eliminate any bargaining unit position shall
7 not be subject to the grievance procedure or arbitration.
8
- 9 c. In the event that the Board decides to eliminate any bargaining unit
10 position, it shall give the Association prompt written notice of the
11 positions to be eliminated.
12

13 2. Impact Areas
14

- 15 a. Pre K-5 (pre-kindergarten through grade five)
- 16 b. 6-12 by Content areas
- 17 c. K-12 by Specialty Areas
18

19 3. Order of Layoff
20

21 Except in the case of probationary teachers who are not re-employed for
22 the following year, the selection of the teacher(s) to be terminated as a
23 result of the elimination of any bargaining unit position(s) shall be as
24 follows:
25

- 26 a. Within each affected impact area, layoffs will be based on seniority,
27 certification, and qualifications that pertain to the education of
28 students. The following shall apply in the event of a RIF:
29
- 30 1. Seniority shall be based upon continuous years of service within
31 the RSU #3 school district and shall run from the most recent date
32 of hire. The tiebreakers with the same amount of continuous years
33 of service shall be first total teaching service.
34
- 35 2. Teachers who are employed with teaching responsibilities and hold
36 certificates with endorsements in more than one subject area have
37 seniority rights independently in both areas.
38
- 39 3. A teacher who is transferred from one content to another content or
40 from one specialty area to another specialty area shall retain all
41 seniority in the prior content, specialty area, or area in new
42 assignment.
43

1 4. Recall List

2

3 a. The Superintendent shall establish a recall list by impact area of all
4 continuing contract teachers who are on layoff status. Teachers shall
5 be listed in order of layoff and shall be recalled in reverse order of
6 layoff. The recall list shall be posted in each building and a copy shall
7 be provided to the Association President.

8

9 b. Teachers who teach in more than one impact area shall be listed in
10 each impact area.

11

12 5. Recall

13

14 a. When a vacancy occurs in the specific impact area, in which a
15 continuing contract teacher held a position prior to being laid off, said
16 teacher shall be recalled to that specific position.

17

18 b. When a vacancy occurs, those continuing contract teachers who have
19 lost their position shall be offered their position back.

20

21 c. Continuing contract teachers shall remain on the recall list for a period
22 of twenty- four (24) months from the date of severance or until they
23 have either refused an offer of a position of an equivalent amount of
24 time from the Board or have signed a contract elsewhere for a position
25 of an equivalent amount of time. It is the responsibility of the teacher
26 to inform the Superintendent in writing of changes in job status and to
27 furnish the Superintendent with a current mailing address.

28

29 6. Other Considerations

30

31 a. Continuing contract teachers whose positions have been terminated
32 due to a reduction in force shall, be entitled to not more than five (5)
33 days leave with pay for the purpose of seeking alternative
34 employment. These days are in addition to days granted elsewhere in
35 the Agreement.

36

37 b. The Superintendent shall post a seniority listing of teachers by impact
38 area no later than December 15 listing teachers with the greatest
39 seniority first, and shall provide a copy to the Association.

40

41 c. A teacher who is to be laid off shall receive at least ninety (90) days
42 written notice prior to the effective date of the layoff.

43

- 1 d. The Superintendent shall establish a recall list of all continuing
2 contract teachers by impact area who are on layoff and shall make said
3 list available to the President of the Association by October 30.
4
- 5 e. Upon return from layoff a teacher shall be entitled to the benefits
6 contained in this Agreement to which he/she was entitled at the time
7 of layoff. Benefits shall not accrue nor be allowed while the teacher is
8 on layoff status.
9
- 10 f. Seniority shall be based upon continuous employment within the
11 bargaining unit from the most recent date of hire. When two or more
12 teachers have the same length of continuous service in the unit, the
13 teacher with the greater length of total service with the unit shall be
14 deemed to have the greater length of service.
15

16 7. Reduction in Staff Severance Benefit

17
18 If a teacher's contract is terminated due to a reduction in force
19 pursuant to this Article, then the teacher will be eligible for a
20 severance payment as follows:
21

22 a) If the teacher has at least ten, but not more than nineteen, years
23 of continuous service in this bargaining unit, then the teacher will
24 be paid an amount based on the number - not to exceed fifteen - of
25 unused sick days that are available at the time of the notice of
26 termination; or
27

28 b) If the teacher has twenty or more years of continuous service in
29 this bargaining unit, then the teacher will be paid an amount based
30 on the number - not to exceed thirty - of unused sick days that are
31 available at the time of the notice of termination.
32

33 The amount of these severance payments will be calculated using the
34 per diem rate of the base salary of the salary scales for the year in
35 which the termination occurs.
36

- 37 c. It is further understood that any teacher who receives a benefit under
38 this provision shall not be eligible for the benefit provided in
39 Article 17, Section A(7). A teacher is eligible for either the benefit
40 under Article 17, Section A(7) or is eligible for the benefit listed
41 above.
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ARTICLE 7
TEACHING HOURS

- A. 1. Teachers may be required to attend faculty or other professional meetings. The total time for faculty meetings or professional meetings shall not exceed one hundred-eighty (180) minutes per month.
2. An Association representative may speak to the teachers after any meeting referred to in paragraph 1.
3. The notice of an agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meeting except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
4. The length of the teacher work year shall not exceed seven (7) days beyond the length of the student year. Should a teacher be required to work more than 182 days then the teacher shall be paid 1/182 of the teacher's annual salary rate for each day beyond 182.
5. Teachers who receive prior written approval from the Superintendent to work on curriculum work during for which compensation is not otherwise provided by this Agreement, will be compensated at an hourly rate of \$35.00.
6. The Superintendent may contract with individual teachers for special projects, which will be internally posted whenever possible.
- B. Teachers shall have a daily duty-free lunch period of at least twenty-five (25) minutes excepting in unusual circumstances.
- C. Teacher participation in extracurricular activities shall be voluntary. When teachers are appointed to the extracurricular positions as listed in the extracurricular salary schedule they shall be compensated for any such activity at the rate so established.
- D. Time for annual scheduled parent/teacher conferences shall be provided for in the annual school calendar as part of teacher workshop time. It is mutually understood that additional conferences may be scheduled by parents and/or teachers as needed.
- E. The teacher's in-school workday should not exceed seven and one-half hours, which time includes student supervision duties before, during, or after

1 the student day. It is understood that from time to time a teacher's duty may
2 cause the teacher day to extend beyond the 7.5 hours. In addition, the day
3 may be extended for any mutually agreeable reason. The time necessary to
4 meet a teacher's professional responsibilities is not counted in the 7.5 hour
5 day.
6

- 7 F. The Board agrees to annually consult with the Association before making a
8 final decision on the official start and end times of schools within RSU 3. A
9 list of official start and end times for all schools will be given to the
10 association at the beginning of each school year.
11

12 **ARTICLE 8**
13 **NON-TEACHING DUTIES**
14

- 15 A. 1. Teachers shall not be required to transport students in their personal
16 vehicle. A teacher may voluntarily transport a student or students in the
17 teacher's personal vehicle with the advance written approval of each of
18 the following:
19
20 a. His/her principal or immediate supervisor,
21
22 b. Superintendent, and
23
24 c. The approval of the minor student's parent or guardian.
25
26 2. The Board shall arrange for and maintain appropriate insurance coverage
27 for losses and expenses, above those covered by the insured vehicle,
28 incurred by a teacher against whom any action shall be brought arising
29 out of authorized use of his own automobile in the performance of his
30 duties, up to limits set forth in the District insurance policy.
31
32 3. Any teacher who is requested or required by the Superintendent to attend
33 out-of- district conferences/seminars will have prior approved travel and
34 expenses reimbursed.
35
36 4. A teacher will be compensated at the State of Maine employee's mileage
37 rate, as determined at the commencement date of this Agreement, for use
38 of his/her personal automobile for authorized travel.
39
40 B. All duties and activities which have an admission charge shall be on a
41 voluntary basis and be compensated at an agreed upon rate.
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**ARTICLE 9
TEACHER EMPLOYMENT**

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- A. The Board agrees to hire only teachers who are approved and/or certified by the Maine Department of Education for every regular teaching assignment.
 - B. Each teacher shall be placed on his proper step of the salary schedule with the following exceptions:
 - 1. Non-public school experience may be, but is not required to be, counted.
 - 2. Credit not to exceed one (1) year, for Peace Corps Service or AmeriCorp shall be given.
 - C. Previously accumulated unused sick leave days will be restored to all returning former MSAD #3 teachers provided the teacher returns within two (2) years from his/her last day of MSAD #3 employment, requests the restoration in writing to the Superintendent and provides proper documentation of the unused sick leave days. The number of days restored will be capped at 60 days.
 - D. 1. Continuing contract teachers shall be notified of their contract status no later than February 28.
 - 2. Probationary contract teachers shall be notified of contract status on or before May 15 of each year pursuant to 20-A M.R.S.A. 13201 unless the teacher and the Superintendent mutually agree to earlier notification.
 - 3. Teachers shall be notified of salary status at the beginning of the new contract year or within ten (10) days of the ratification of the negotiated contract, whichever date is the later.

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**ARTICLE 10
SALARIES**

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part thereof. The salaries for the positions of occupational, physical, and speech therapists will be determined by the individuals and the Superintendent with written notification of their annual salaries to the President of the Association.
- B. The annual salaries of teachers shall be paid in twenty-six (26) installments due every other Thursday. A teacher may choose to receive his July and

1 August pay on the first pay day in July in one lump sum, if such desire is
2 indicated in writing by June 1. Proper payroll deductions, if desired, shall be
3 made from this check for health insurance and other authorized deductions,
4 So as to afford coverage for the individual until the first deduction the
5 following fall
6

7 C. Direct Deposit

8
9 Upon written request by a teacher, the District shall provide direct deposit of
10 the teacher's paycheck to one bank account as designated by the teacher.
11

12 **ARTICLE 11**
13 **TEACHER ASSIGNMENT**

- 14
15 A. Teachers shall be given notice of their tentative class and/or subject
16 assignments and building assignments for the forthcoming year no later than
17 the last day of the school year, whenever possible.
18
19 B. The Superintendent shall assign all newly appointed personnel to their
20 specific positions within that subject area and/or grade level for which the
21 Board has appointed the teacher. The Superintendent shall give notice of
22 assignments to new teachers as soon as practicable.
23

24 **ARTICLE 12**
25 **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

- 26
27 A. 1. Teachers who desire to transfer to a vacancy shall file a letter (or e-mail)
28 with the Superintendent. The Superintendent will notify the association
29 upon receipt of the request. If multiple candidates from within RSU 3
30 request the same transfer, all will be granted an interview.
31
32 2. Any continuing contract teacher who has been reassigned or transferred
33 shall not lose seniority as a result of such reassignment or transfer.
34
35 B. In the determination of requests for voluntary reassignment and/or transfer,
36 the wishes of the individual teacher shall be considered.
37

38 **ARTICLE 13**
39 **INVOLUNTARY TRANSFERS AND ASSIGNMENT**

- 40
41 A. Notice of an involuntary transfer or reassignment shall be given to teachers
42 as soon as practicable.

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- B. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in MSAD #3, length of service in the particular school building and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

- C. An involuntary transfer will be made only when the Superintendent determines the transfer is necessary. The Superintendent shall notify the affected teacher of such transfer and the reason for such transfer in writing. The teacher may, at his option, have an Association representative present at a meeting with the Superintendent to discuss the transfer.

**ARTICLE 14
VACANCIES**

- A. Whenever a vacancy in a position occurs, it will be publicized by the Superintendent by means of a notice placed in every school as far in advance of the appointment as possible and on the District's employees email system. The email notice shall state the general job vacancy title and any interested employee may contact the Superintendent's office for additional information. The vacancy posting shall be for a minimum of ten (10) calendar days.

- B. The Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The best qualified applicant in the judgment of the Board will be appointed.

**ARTICLE 15
TEACHER EVALUATION**

- A. All monitoring or observation of the work or performance of a teacher shall be conducted in a professional manner.

- B. A teacher shall be given a copy of any evaluation report within ten (10) days after observation(s). At the request of either the teacher or the evaluator, a conference will be held to review an evaluation. No such report shall be submitted to the central office, placed in the teacher's personnel file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

- 1 C. A teacher shall have the right, upon written request, to review the contents of
2 his/her evaluation, which shall be kept in the teacher's personnel file, and to
3 receive copies of any documents contained therein. A teacher shall be
4 entitled to have a representative of the Association accompany him during
5 such a review.
6
- 7 D. Each teacher shall be given a copy of the evaluation procedure to be utilized
8 during the school year by September 15th of each year.
9

10 **ARTICLE 16**
11 **TEACHER FACILITIES**
12

- 13 A. Each school shall have the following facilities:
14
- 15 1. Space in each classroom where textbooks, instructional materials, and
16 supplies may be stored.
17
 - 18 2. A desk, chair, and locking file cabinet will be available for each teacher.
19
 - 20 3. One teacher rest room separate from students' rest rooms.
21
 - 22 4. Free parking.
23
- 24 B. In order to permit freedom of access both during and after regular school
25 hours, all teachers shall be permitted to have keys/access cards to the faculty
26 lounge, teacher's homeroom and interior hallway doors to their base school,
27 and upon request and subject to reasonable regulation, shall be provided with
28 a key (or other means of access) to an outside door in their area of the
29 building for access during non-school hours. Teachers under contract for the
30 coming school year may, upon request, keep their keys during the summer
31 vacation.
32

33 **ARTICLE 17**
34 **SICK and FAMILY LEAVE**
35

- 36 A. 1. All teachers employed shall be entitled to fifteen (15) sick leave days
37 each year. Leave will be awarded on the first official day of said school year
38 whether or not they report for duty on that day. If a teacher uses no more
39 than 3 sick days (paid or unpaid) per year, that teacher will be eligible to
40 receive an incentive in the amount of \$500.00 to be paid out in the payroll
41 warrant immediately following the last day of school. Unpaid leave, of any
42 kind, will count toward the total.
43

- 1 2. Unused sick leave days shall be accumulated from year to year to a
2 maximum of one hundred twenty (120) days. Teachers who have reached
3 120 days of accumulated sick time shall begin the following year with 135
4 sick days with the understanding that at the end of the year their accumulated
5 sick leave shall not exceed one hundred twenty (120) days.
6
- 7 This pattern will be continued until after twenty (20) continuous years of
8 MSAD 3 employment. At that time a teacher's unused sick leave shall be
9 accumulated from year to year to a maximum of one hundred fifty (150)
10 days following the same pattern described above.
11
- 12 3. During the last year of a teacher's employment prior to retirement, a teacher
13 may be granted up to an additional fifteen (15) sick leave days so that their
14 accumulation does not drop below 120.
15
- 16 4. A teacher may elect to use up to fifteen (15) of his/her paid sick leave days
17 per year for family sick leave. Family sick leave shall be for the purpose of
18 caring for or attending to members of the immediate family whose illness
19 demands the employee's care. Immediate family shall be regarded as
20 spouse, significant other, child, step-child, parents including parents of
21 spouse, brother, sister, son and daughter-in-law, grandchild, grandparent or
22 any relative living in the employee's home, and in a situation where a unique
23 relationship exists between a teacher and some other person over a period of
24 time, and which evinces a state of responsibility, caring and a closeness
25 similar to kinship. The Superintendent of Schools may make exceptions to
26 this section based upon extenuating circumstances. In such cases, the
27 Superintendent may approve use of personal accumulated sick time in
28 increments of 15 days not to exceed the total personal accumulated sick time
29 available to the employee. Employees will not be eligible to use the sick
30 bank under conditions outlined in this section.
31
- 32 5. The Board shall provide a written statement for every teacher by the second
33 pay period of each school year indicating the total of sick leave accumulated.
34
- 35 6. In cases of injury covered under the Workers' Compensation Act, a teacher
36 will receive from his or her accumulated sick leave the difference between
37 the amount of his regular net pay and the amount received as worker's
38 compensation. The difference shall be charged on a pro rate basis to the
39 teacher's accumulated sick leave and shall cease when the teacher's sick
40 leave is exhausted.
41
- 42 7. Upon completion of ten (10) continuous years of service in MSAD #3 a
43 teacher, upon retirement, shall be paid the equivalent of his or her

1 accumulated sick leave over and above his regular compensation subject to
2 the following limitations:

- 3
- 4 a. Teachers will be eligible to receive compensation at the individual's
5 per diem rate up to thirty (30) days with the total amount to be capped
6 at no more than 27% of the overall base pay for teachers in that year.
 - 7 b. In order to guarantee payment of accumulated sick leave in a specific
8 fiscal year upon retirement, the individual concerned must notify the
9 Superintendent one hundred twenty (120) days prior to July 1, of the
10 retirement year. Payment made not later than July 31st of the next
11 fiscal year.
 - 12 c. Retirement is defined as being eligible to receive benefits under the
13 Maine State Retirement System at the effective date of the teacher's
14 resignation. Retirement shall not include leaving this District to teach
15 in another Maine School Administrative Unit.
 - 16 d. It is further understood that any teacher who receives a benefit under
17 this provision shall not be eligible for the benefit provided in Article
18 VI, Section C. A teacher is eligible for either the benefit under Article
19 VI, Section C or is eligible for the benefit listed above.

- 20
- 21 8. In the event of a death of a currently employed (including on an approved,
22 unpaid leave) teacher with ten (10) years of service in MSAD #3, the
23 teacher's survivors will be paid in accordance with the provision of
24 paragraphs 1 or 2 above.

25

26 B. Sick Leave Pool

- 27
- 28 1. The Association shall establish a sick leave bank for extended illness or
29 disability to which teachers may contribute days of credited sick leave. The
30 sick leave bank shall be administered by the Association which shall
31 establish rules and regulations governing same, except that any denial of a
32 request must also be agreed upon by the Superintendent. A list of
33 contributors and a copy of the established rules and regulations shall be
34 provided annually to the Superintendent.
 - 35
 - 36 2. The Superintendent agrees to honor withdrawals from the bank upon
37 written notification by the Association. To be eligible to draw days from the
38 bank a teacher must:
 - 39
 - 40 a. have used all available sick leave, and
 - 41
 - 42 b. been absent for five (5) consecutive days. If granted, the sick leave
43 will be effective on the first day of the five (5) day waiting period.

1
2 3. The maximum accumulation of days in the bank shall not exceed three
3 hundred (300) days.
4

5
6 **ARTICLE 18**
7 **TEMPORARY LEAVES OF ABSENCE**
8

9 **A. Bereavement Leave**

10
11 Each teacher shall be allowed up to five (5) days per year for death in the
12 immediate family. Immediate family shall include spouse, significant other,
13 child, step-child, parents including parents of spouse, brother, sister, son and
14 daughter in law, grandchild, grandparent or any relative living in the
15 employee's immediate home. In situations where a unique relationship exists
16 between a teacher and some other person over a period of time, and which
17 evinces a state of responsibility, caring and a closeness similar to kinship,
18 such leave may be approved by the Superintendent. Other bereavement
19 leave may be granted by the Superintendent with an explanation.
20

21 **B. Personal Leave**

22
23 Each employee shall be entitled to three (3) days per year for personal
24 business which cannot be conducted outside of school hours, upon advance
25 approval of forty-eight (48) hours whenever possible. Such leave shall not
26 be used to extend a holiday or vacation period. Exceptions may be granted
27 at the Superintendent's discretion. Any unused personal days will be rolled
28 into sick days.
29

30 **C. Other Leave**

31
32 Other leaves either with or without pay may be granted at the discretion of the
33 Board and/or Superintendent. An employee on any requested unpaid leave
34 shall be responsible for reimbursing the Board the total employer's cost of
35 insurance benefits on a per diem basis. It is understood that the ratio used
36 shall be the number of leave days which are unpaid compared to the number
37 of days in the total work year.
38

39 **D. Jury Duty**

40
41 The time necessary for jury duty will be granted. The Board agrees to pay
42 the difference between a teacher's regular daily salary rate and the amount of
43 daily compensation paid by the court.

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ARTICLE 19
EXTENDED LEAVES OF ABSENCE

A. The Board agrees that one (1) continuing contract teacher, designated by the Association upon request, shall be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates, when elected to a major office in the Local, State or National Professional Association.

B. Teachers who are members of the National Guard or other authorized state, military or naval forces, and those teachers who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to leave of absence pursuant to state and federal laws.

C. An eligible employee may request, and will be granted, a family and medical leave of up to twelve (12) weeks of unpaid leave in accordance with the Federal and State Family and Medical Leave Act.

D. Parental Leave

Parental leave shall be granted for the birth, adoption, or foster placement of a child for up to 12 work weeks. Teachers will be permitted to use their accumulated sick days, but will not be permitted to draw from the sick bank for this purpose. During these 12 weeks, paid or unpaid, no change in employee's benefits will occur. These 12 weeks must be continuous per the school calendar.

An extended maternity leave of up to one year, without pay, may be granted upon request. While on extended maternity leave, a teacher may elect to continue coverage under existing insurance programs provided the teacher assumes the total cost of the premiums and forwards that amount to the Superintendent's Office prior to the date upon which said office makes premium payments. Upon return from extended maternity leave, the teacher shall be assigned to her same position, if available, or to an equivalent position.

E. A leave of absence, without pay, up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family or to care for an adopted child. Additional time may be granted at the discretion of the Board.

- 1 F. The Board shall grant a leave of absence for one semester without pay, to
2 any teacher to campaign for himself.
3
- 4 G. Other leaves of absence, with or without pay, may be granted by the
5 Board for good reason.
6
- 7 H. Upon request, the Board may grant increment credit for time spent on
8 extended leave.
9
- 10 I. The benefits contained within this Agreement to which a teacher was
11 entitled at the time his leave of absence commenced, including unused
12 accumulated sick leave and credits toward sabbatical eligibility, shall be
13 restored to him upon his return, and he shall be assigned to the same
14 position which he held at the time said leave commenced, if available, or
15 if not, to a substantially equivalent position.
16
- 17 J. All initial applications or requests for extensions or renewals of leaves of
18 absences shall be applied for and granted in writing.
19
- 20 K. If any voluntary unpaid leave is requested by a teacher and is granted by
21 the Superintendent and/or the Board, then the teacher may elect to
22 participate in any District insurance programs and shall be responsible for
23 any premium cost. Any teacher on any unpaid leave shall be responsible
24 for reimbursing the Board the total employer's cost of insurance benefits
25 on a per diem basis. It is understood that the ratio used shall be the
26 number of leave days which are unpaid compared to the number of days
27 in the total work year.
28

29 **ARTICLE 20**
30 **SABBATICAL LEAVES**
31

- 32 A. Upon receipt of a written recommendation from the Superintendent, a
33 sabbatical leave shall be granted to a teacher by the Board for study which
34 would increase his/her professional competence and the value of his/her
35 service to MSAD #3 subject to the following conditions:
36
- 37 1. Sabbatical leaves shall be granted on the basis of one teacher from the
38 District at a time.
39
- 40 2. Requests for sabbatical leave must be received by the Superintendent in
41 writing, in such form as may be developed by the Superintendent, no later
42 than January 1, and action must be taken on all such requests no later than

1 threatening physical injury to others or to obtain possession of weapons or
2 other dangerous objects upon the person or within control of a pupil.

3

4 C. Whenever any action is brought against a teacher before the Board or before
5 the Commissioner of Education of the State of Maine which may affect the
6 teacher's employment or salary status, the Board shall reimburse the teacher
7 for the reasonable cost of his defense in any action except when the teacher
8 is found at fault.

9

10 D. 1. The Board shall provide defense protection up to the limits of its
11 insurance policy or the amount established by the Maine Tort Claims
12 Act, whichever is greater, support to the teacher including legal and
13 other assistance for court action brought by parents or citizens against
14 the teacher while acting responsibly in the discharge of his duties.

15

16 2. The Board shall provide defense protection up to the limits of its
17 insurance policy or the amount established by the Maine Tort Claims
18 Act, whichever is greater, support to the teacher including legal and
19 other assistance for any assault upon the teacher while acting
20 responsibly in the discharge of his duties.

21

22 3. When absences arise out of or from such assault or injury, the teacher
23 shall not forfeit any sick leave or personal leave.

24

25 4. Teachers shall immediately report cases or assault suffered by them in
26 connection with their employment to their principal or other
27 immediate superior.

28

29 5. Such notification shall be immediately forwarded to the
30 Superintendent who shall, upon advice of legal counsel, comply with
31 any reasonable request from the teacher for information in the
32 possession of the Superintendent relative to the incident or the persons
33 involved and shall act in appropriate ways as liaison between the
34 teacher, the police, and the courts.

35

36 E. Administration of Medication and Medical Procedures

37

38 1. No employee shall be required to administer or dispense drugs, either
39 prescription or non-prescription, to a student or perform any medical
40 procedures upon a student without advance written permission (excluding
41 emergency medical procedures) from the student's parent or legal
42 guardian.

43

1 2. If a husband and wife are both employed by MSAD #3, the Board
2 reserves the right to require employees to take the lowest cost option for
3 which they are eligible. For example, if it is less expensive for them to
4 take a single and an adult with child than a family plan, they must take
5 the single and adult with child coverage. The couple, however, may elect
6 to select a more expensive coverage offered by the Board provided they
7 pay the premium difference.

8

9 B. The Board agrees to formally adopt a section 125 plan to permit employees
10 to pay insurance premiums with pre-tax dollars as well as select alternative
11 health insurance plans.

12

13 C. Any teacher who elects not to participate in the coverage under this section
14 shall receive a 403(b) payment by the Board of one thousand (\$1000) dollars
15 annually.

16

17 D. The Board agrees to pay up to two hundred forty-five dollars (\$245) per year
18 applicable to the cost of the District's dental insurance plan. The selection of
19 coverage or the determination of specific plan shall be made jointly by the
20 parties. It is mutually understood that this insurance coverage will
21 commence on September 1 of each year.

22

23 E. If a teacher elects to participate in the 403(b) plan offered by the District, the
24 teacher may change his/her options per year during the months of September
25 and January.

26

27

ARTICLE 24

28

PERSONAL AND ACADEMIC FREEDOM

29

30 A. The personal life of a teacher is not an appropriate concern for attention of
31 the Board except as it may affect a teacher's fitness to teach or profitability to
32 the school.

33

34 B. The Board's policy of controversial issues (IMB) shall be the guideline for a
35 teacher's presentation of a controversial issue.

36

37

ARTICLE 25

38

DUES DEDUCTIONS FROM SALARY

39

40 A. The Board agrees to deduct from teachers' salaries money for Maine State
41 Retirement and affiliated insurance, current health insurance programs
42 supported by the Board, Credit Union, annuities, mutual funds and other

1 programs mutually agreed to by the Association and the Board will be made
2 by the Board upon authorization by the individual members.

3
4 B. Voluntary Dues Deduction

5
6 1. The Board agrees to deduct from a teacher's salary such sums for unified
7 Association dues as said teacher individually and voluntarily authorizes
8 the Board to deduct and to transmit said monies promptly to the
9 Association.

10
11 2. The Association shall certify to the Board in writing the current rate of
12 unified member dues. In the event the Association changes the rate of its
13 membership dues, the Association shall give the Board and its
14 membership written notice prior to the effective date of such change.

15
16 C. Teacher Options

17
18 1. Any teacher who is or becomes covered under this Agreement pursuant to
19 Article I and who has not agreed to voluntarily authorize the Board to
20 deduct unified Association dues pursuant to paragraph B above shall,
21 within thirty days of becoming covered by this Agreement, choose from
22 among the following three options, none of which is a condition of
23 employment by the Board:

24
25 a. United membership in the National Education Association/Maine
26 Education Association/MSAD #3 Education Association:

27
28 b. Payment of a service fee equal to 80 percent (80%) of unified dues as
29 a contribution toward the cost of collective bargaining, contract
30 administration and the adjustment of grievances; or

31
32 c. Exclusion from either of the two above options. Failure on the part of
33 a teacher to choose either the membership or the service fee option
34 shall constitute a choice to be excluded from both of the options.

35
36 2. Any teacher who chooses either the membership option or the service fee
37 option shall sign a payroll form authorizing deduction of the membership
38 dues or the service fee within thirty days of coverage under this
39 Agreement,

40
41 3. Any teacher choosing exclusion from both the membership and the
42 service fee options shall be bound by such choice for the remainder of
43 this contract year, and shall be entitled to the services of the National

1 Education Association/Maine Education Association/MSAD #3
2 Education Association on the same basis as any other teacher. However,
3 any such teacher shall be assessed reasonable fees for such services by
4 the National Education Association/Maine Education Association/MSAD
5 #3 Education Association, including reasonable fees for employee
6 representative services and attorney's fees and reasonable costs and
7 expenses, including arbitrator's fees and expenses necessarily incurred by
8 the Association.

9
10 4. The National Education Association, the Maine Education Association
11 and the MSAD #3 Education Association jointly and separately agree to
12 indemnify and hold the Maine School Administrative District #3, its
13 Board of Directors, agents and employees, jointly and separately and in
14 their individual and official capacities, fully and completely harmless
15 from and against any and all claims, suits, demands, defense costs,
16 including attorney's fees, judgments and damages of any kind or nature
17 whatsoever which may arise as a result of any action taken pursuant to
18 any provision of this Article.

19
20 D. The Association shall certify to the Board in writing the current rate of local,
21 state, and national member dues. In the event any association changes the
22 rate of its membership dues, the local Association shall give the Board and
23 its membership written notice prior to the effective date of such change.
24

25 **ARTICLE 26**
26 **PROFESSIONAL IMPROVEMENT**

27
28 A. Whenever any certified teacher completes with a grade of B or better or
29 grade of Pass in a Pass/Fail course, the Board will reimburse the teacher for
30 actual costs of tuition at the University of Maine rate and up to \$200 per
31 course for required text and fees.

32
33 1. Teachers planning to request reimbursement for up to nine (9) credit
34 hours of professional work, in any education related field, must have
35 course work approved in advance by the Superintendent.

36
37 a. Approval must be requested and given prior to active enrollment.
38 Teachers may request a waiver of the course grade requirement from
39 the Superintendent prior to taking the course.

40
41 b. Only courses where teachers are to receive college credit from an
42 accredited institution for the purpose of certification and/or
43 recertification or obtaining an advanced degree, and only for those

- 1 than an individual has to pay tuition to enroll in will teachers receive
2 recognition for reimbursement.
3
- 4 2. Payment will be made on the second accounts payable after receipt of
5 final grade on an official transcript for approved study and submission of
6 itemized receipt of required text and university fees.
7
 - 8 3. An individual may request payment for nine (9) credit hours per year.
9
 - 10 4. Should a teacher complete more than nine (9) credit hours in a year, any
11 credits over the nine (9) may be carried forward to subsequent years.
12 Payment will not be made for courses taken more than two (2) years (730
13 days) prior to the date of request for payment. If a teacher leaves prior to
14 the subsequent contract year, the teacher will be responsible for the cost
15 of any credits over nine (9).
16
 - 17 5. Payment will not be made for courses taken more than three (3) months
18 (90 days) prior to employment in MSAD #3.
19
 - 20 6. Teachers may request advance payment of tuition credits and
21 reimbursement for required text and fees upon submission of receipt of
22 payment of such, subject to the conditions above. Teachers agree to
23 submit a final grade on an official transcript 60 days after the scheduled
24 course completion. Teachers failing to submit the official course
25 transcript in a timely fashion evidencing satisfaction of the above grade
26 requirement agree to reimburse the District all payments advanced
27 through payroll deductions.
28
 - 29 7. Upon request by the teacher, and after approval by the Superintendent,
30 the Board shall pay the full cost, up to two teachers per year, of the
31 application fee for participation in the certification process of the
32 National Board for Professional Teaching Standards. Requests shall not
33 be unreasonably denied and, in the absence of clear evidence that the
34 Superintendent's decision is capricious and/or arbitrary, such decision
35 shall be final. The Board has the option to increase the number of teacher
36 candidates.
37
- 38 In addition, each teacher candidate shall be provided a maximum of three
39 (3) days paid leave to prepare his/her portfolio for submission. Teachers
40 whose application fee is paid by the Board will not be entitled to course
41 or textbook reimbursement during the school year in which they are
42 candidates for National Board Certification.
43

1 If a teacher does not complete the National Board Certification process,
2 the teacher shall reimburse MSAD #3 all monies paid to NBPTS on
3 his/her behalf. Achievement of National Board certification is not
4 required to fulfill the conditions set forth in this section. Participation in
5 this process is voluntary.
6

7 **ARTICLE 27**
8 **MISCELLANEOUS PROVISIONS**
9

- 10 A. If any provisions of this Agreement or any application of this Agreement to
11 any employee or group of employees is held to be contrary to law, then such
12 provision or application shall not be deemed valid and subsisting, except to
13 the extent permitted by law, but all other provisions or applications shall
14 continue in full force and effect.
15
- 16 B. Any individual contract between the Board and an individual teacher
17 hereafter executed shall be subject to and consistent with this Agreement.
18 This Agreement during its lifetime shall be controlling.
19
- 20 C. The Board and the Association agree that there shall be no unlawful
21 discrimination, and that all practices, procedures, and policies of the school
22 system shall clearly exemplify that there is no unlawful discrimination in the
23 hiring, training, assignment, promotion, transfer, or discipline of teachers or
24 in the application or administration of this Agreement on the basis of race,
25 creed, color, religion, national origin, sex, sexual orientation, domicile,
26 disability or marital status.
27
- 28 D. Whenever any notice is required to be given by either of the parties to this
29 Agreement to the other pursuant to the provisions of this Agreement.
30
- 31 1. If by the Association to the Board, in care of the Chairman and a copy to
32 the Superintendent.
33
- 34 2. If by the Board to the Association, in care of the President.
35
- 36 E. In addition to all general responsibilities for maintaining an optimum
37 learning environment, every teacher, as a professional practitioner, has the
38 responsibility to participate in the diagnosing of individual learning
39 problems, to participate in devising of remedial strategies and programs, to
40 provide extra-help periods and activities and continually encourage the
41 student to persist in overcoming his problems.
42

- 1 F. To facilitate the above mentioned actions, an adequate, ongoing system of
2 student evaluation will be maintained by the teacher so that the student's
3 progress may be effectively monitored and the student (and his parents,
4 when necessary) may be kept currently informed of his progress.
5
- 6 G. During the term of this Agreement, the Board and the Association agree to
7 negotiate the means by which the parties may compensate for the loss of
8 income caused by a reduction in state subsidy that may occur after a budget
9 is passed by the District.

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ARTICLE 28
DURATION OF AGREEMENT

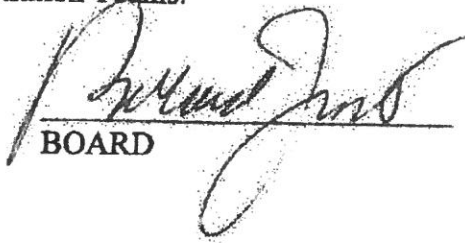
This Agreement shall be effective as of September 1, 2020 for any teacher actively employed as of the signing date and shall continue in effect until August 31, 2023, subject to the Association's right to negotiate over a successor agreement as provided in Article 3.

1 In witness whereof, the parties hereto have caused this Agreement to be signed
2 by the Chairperson of the Board and the President of the Association, and by
3 their respective Chairpersons of the Negotiation Teams.

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ASSOCIATION



BOARD

Dated: 8/14/2020

SCHEDULE A TEACHERS SALARY SCALES

2020-2021

Years Experience	BA Scale	BA+30 Scale	MA Scale
0	\$37,000	\$38,500	\$40,500
1	\$37,800	\$39,300	\$41,300
2	\$38,600	\$40,100	\$42,100
3	\$39,400	\$40,900	\$42,900
4	\$40,200	\$41,700	\$43,700
5	\$41,000	\$42,500	\$44,500
6	\$41,800	\$43,300	\$45,300
7	\$42,850	\$44,350	\$46,350
8	\$43,900	\$45,400	\$47,400
9	\$44,950	\$46,450	\$48,450
10	\$46,000	\$47,500	\$49,500
11	\$47,050	\$48,550	\$50,550
12	\$48,100	\$49,600	\$51,600
13	\$49,150	\$50,650	\$52,650
14	\$50,200	\$51,700	\$53,700
15	\$51,250	\$52,750	\$54,750
16	\$52,300	\$53,800	\$55,800
17	\$53,350	\$54,850	\$56,850
18	\$54,400	\$55,900	\$57,900
19	\$55,450	\$56,950	\$58,950
20	\$56,500	\$58,000	\$60,000
21+	\$57,550	\$59,050	\$61,050

**SCHEDULE A
TEACHERS SALARY SCALES**

2021-2022

Years Experience	BA Scale	BA+30 Scale	MA Scale
0	\$38,500	\$40,000	\$42,000
1	\$39,300	\$40,800	\$42,800
2	\$40,100	\$41,600	\$43,600
3	\$40,900	\$42,400	\$44,400
4	\$41,700	\$43,200	\$45,200
5	\$42,500	\$44,000	\$46,000
6	\$43,300	\$44,800	\$46,800
7	\$44,350	\$45,850	\$47,850
8	\$45,400	\$46,900	\$48,900
9	\$46,450	\$47,950	\$49,950
10	\$47,500	\$49,000	\$51,000
11	\$48,550	\$50,050	\$52,050
12	\$49,600	\$51,100	\$53,100
13	\$50,650	\$52,150	\$54,150
14	\$51,700	\$53,200	\$55,200
15	\$52,750	\$54,250	\$56,250
16	\$53,800	\$55,300	\$57,300
17	\$54,850	\$56,350	\$58,350
18	\$55,900	\$57,400	\$59,400
19	\$56,950	\$58,450	\$60,450
20	\$58,000	\$59,500	\$61,500
21+	\$59,050	\$60,550	\$62,550

**SCHEDULE A
TEACHERS SALARY SCALES**

2022-2023

Years Experience	BA Scale	BA+30 Scale	MA Scale
0	\$40,000	\$41,500	\$43,500
1	\$40,800	\$42,300	\$44,300
2	\$41,600	\$43,100	\$45,100
3	\$42,400	\$43,900	\$45,900
4	\$43,200	\$44,700	\$46,700
5	\$44,000	\$45,500	\$47,500
6	\$44,800	\$46,300	\$48,300
7	\$45,850	\$47,350	\$49,350
8	\$46,900	\$48,400	\$50,400
9	\$47,950	\$49,450	\$51,450
10	\$49,000	\$50,500	\$52,500
11	\$50,050	\$51,550	\$53,550
12	\$51,100	\$52,600	\$54,600
13	\$52,150	\$53,650	\$55,650
14	\$53,200	\$54,700	\$56,700
15	\$54,250	\$55,750	\$57,750
16	\$55,300	\$56,800	\$58,800
17	\$56,350	\$57,850	\$59,850
18	\$57,400	\$58,900	\$60,900
19	\$58,450	\$59,950	\$61,950
20	\$59,500	\$61,000	\$63,000
21+	\$60,550	\$62,050	\$64,050

Longevity Pay:

1. Any teacher who has taught in MSAD 3 for twenty (20) continuous years or more shall receive an annual stipend of \$1,500.00.

Scale Placement:

- A. The BS Scale includes certified teachers with an earned bachelor's degree from a recognized college or university.
- B. The MS Scale includes certification by the National Board of Professional Teaching Standards.
- C. Placement on the BS+30/MS Scale will be adjusted at the beginning of each contract year, unless notified by March 1st for a December start on the new BS+30/MS scale.
- D. The MS/BS +30 Scale includes teachers who satisfy one of the following requirements:

1. Initial Placement (time of hiring)

- a. The teacher has
 1. an earned master's degree from a college or university approved/accredited by a regional accrediting association or its equivalent or
 2. successfully completed thirty (30) hours of credit, from a college or university approved/accredited by a regional accrediting association or its equivalent, which the superintendent approves at the time of hiring.
- b. A teacher in his/her first year of employment shall have until July 1 or sixty (60) days after the issuance of his/her second probationary contract to appeal the Superintendent scale placement. Failure to file a timely appeal shall be a complete bar to any further action against the Board by the teacher and/or the Association.

2. Placement After First Year of Employment

- a. The teacher has:

1. an earned master's degree from a college or university approved/accredited regional accrediting association or its equivalent or
 2. successfully completed thirty (30) hours of graduate credit from a college university approved/accredited by a regional accrediting association or its equivalent which the superintendent either
 - a. approves at time of hiring and/or
 - b. approves in writing in advance of registration for a course after be employed
 3. successfully completed thirty (30) hours of undergraduate credits which a teacher's major field of study or are related to his/her present position and received prior written approval from the superintendent prior to registration in each course.
 4. Certification by the National Board of Professional Teaching Standards.
- b. Approval of course work shall not be unreasonably withheld.

SCHEDULE B

Starting after September 1, 2018, new stipend positions may be created and added to this schedule. Upon request by the Association, the Superintendent will meet by March 1st annually to review all stipends. The Superintendent will determine which new stipends, if any, will be proposed to the School Board for funding.

The following payments are listed as percentage indices calculated by applying the percentage index to step one of the previous year's BS scale of the Teachers Salary Scale contained in Schedule A.

Schedule B stipend factors 2020/2021		Schedule B stipend factors 2021/2022		Schedule B stipend factors 2022/2023	
High School Sports*		High School Sports*		High School Sports*	
Assistant Coach	6.0%	Assistant Coach	5.9%	Assistant Coach	5.7%
Baseball JV	7.0%	Baseball JV	6.9%	Baseball JV	6.7%
Baseball Varsity	11.0%	Baseball Varsity	10.9%	Baseball Varsity	10.7%
Basketball JV	9.0%	Basketball JV	8.9%	Basketball JV	8.7%
Basketball Varsity	13.5%	Basketball Varsity	13.4%	Basketball Varsity	13.2%
Cheering Fall	5.0%	Cheering Fall	4.9%	Cheering Fall	4.7%
Cheering Winter	8.5%	Cheering Winter	8.4%	Cheering Winter	8.2%
Field Hockey JV	7.0%	Field Hockey JV	6.9%	Field Hockey JV	6.7%
Field Hockey Varsity	11.0%	Field Hockey Varsity	10.9%	Field Hockey Varsity	10.7%
Football JV	6.0%	Football JV	5.9%	Football JV	5.7%
Football Varsity	11.0%	Football Varsity	10.9%	Football Varsity	10.7%
Golf	6.5%	Golf	6.4%	Golf	6.2%
Soccer JV	7.0%	Soccer JV	6.9%	Soccer JV	6.7%
Soccer Varsity	11.0%	Soccer Varsity	10.9%	Soccer Varsity	10.7%
Softball JV	7.0%	Softball JV	6.9%	Softball JV	6.7%
Softball Varsity	11.0%	Softball Varsity	10.9%	Softball Varsity	10.7%
Track Outdoor	11.5%	Track Outdoor	11.4%	Track Outdoor	11.2%
Unified Basketball	2.0%	Unified Basketball	2.0%	Unified Basketball	2.0%
Wrestling	11.5%	Wrestling	11.4%	Wrestling	11.2%
High School Co-Curricular*		High School Co-Curricular*		High School Co-Curricular*	
Art Club	3.5%	Art Club	3.4%	Art Club	3.2%
Broadcasting (AV) #1	6.5%	Broadcasting (AV) #1	6.4%	Broadcasting (AV) #1	6.2%
Broadcasting (AV) #2	6.5%	Broadcasting (AV) #2	6.4%	Broadcasting (AV) #2	6.2%
Chamber Singers**	8.0%	Chamber Singers**	7.9%	Chamber Singers**	7.7%
Civils Rights Club	2.5%	Civils Rights Club	2.5%	Civils Rights Club	2.5%

Class Advisor - 10th	2.5%	Class Advisor - 10th	2.5%	Class Advisor - 10th	2.5%
Class Advisor - 11th	3.0%	Class Advisor - 11th	3.0%	Class Advisor - 11th	3.0%
Class Advisor - 12th	3.0%	Class Advisor - 12th	3.0%	Class Advisor - 12th	3.0%
Class Advisor - 9th	2.5%	Class Advisor - 9th	2.5%	Class Advisor - 9th	2.5%
Drama & One-Act	10.0%	Drama & One-Act	9.9%	Drama & One-Act	9.7%
Envirothon	3.5%	Envirothon	3.4%	Envirothon	3.2%
Fencing Club	2.5%	Fencing Club	2.5%	Fencing Club	2.5%
GAPP	8.0%	GAPP	7.9%	GAPP	7.7%
Graduation Coordinator	6.0%	Graduation Coordinator	5.9%	Graduation Coordinator	5.7%
GSA Club	2.5%	GSA Club	2.5%	GSA Club	2.5%
Library Club	2.5%	Library Club	2.5%	Library Club	2.5%
Math Team Advisor	4.5%	Math Team Advisor	4.4%	Math Team Advisor	4.2%
NHS Advisor	3.0%	NHS Advisor	3.0%	NHS Advisor	3.0%
Outing Club	3.5%	Outing Club	3.4%	Outing Club	3.2%
Peace Jam	4.0%	Peace Jam	3.9%	Peace Jam	3.7%
Performance Band**	5.5%	Performance Band**	5.4%	Performance Band**	5.2%
Performance Chorus**	5.5%	Performance Chorus**	5.4%	Performance Chorus**	5.2%
Project Graduation	5.5%	Project Graduation	5.4%	Project Graduation	5.2%
Spanish Club	2.5%	Spanish Club	2.5%	Spanish Club	2.5%
Student Council	2.5%	Student Council	2.5%	Student Council	2.5%
Yearbook	8.0%	Yearbook	7.9%	Yearbook	7.7%
Department Heads - 3% stipend plus \$100.00 per FTE under supervision.		Department Heads - 3% stipend plus \$100.00 per FTE under supervision.		Department Heads - 3% stipend plus \$100.00 per FTE under supervision.	

* An experience factor will be added to these base percentages if applicable according to the following (longevity does not apply to District/School leadership stipends):

After 3 years 1%

After 6 years 2%

After 9 years 3%

These experience factors are NOT cumulative.

Placement on experience scales will be consistent with existing practices.

** These stipends are accounting for the fact that these positions are part of the regular teacher contract because these teachers are the only teachers who must assess students outside of regular school time. These stipends are in place to account for this fact and not to separate these positions from the regular teaching duties of these individuals.

Schedule B stipend factors 2020/2021		Schedule B stipend factors 2021/2022		Schedule B stipend factors 2022/2023	
Middle School Sports*		Middle School Sports*		Middle School Sports*	
Assistant Coach	4.0%	Assistant Coach	3.90%	Assistant Coach	3.80%
Baseball	5.0%	Baseball	4.90%	Baseball	4.80%
Basketball	6.0%	Basketball	5.90%	Basketball	5.80%
Cheering Fall	4.0%	Cheering Fall	3.90%	Cheering Fall	3.80%
Cheering Winter	6.0%	Cheering Winter	5.90%	Cheering Winter	5.80%
Football	5.0%	Field Hockey	4.90%	Field Hockey	4.80%
Field Hockey	6.0%	Football	5.90%	Football	5.80%
Outdoor track	5.0%	Outdoor track	4.90%	Outdoor track	4.80%
Soccer	5.0%	Soccer	4.90%	Soccer	4.80%
Softball	5.0%	Softball	4.90%	Softball	4.80%
Unified Basketball	1.0%	Unified Basketball	1.00%	Unified Basketball	1.00%
Wrestling	4.0%	Wrestling	3.90%	Wrestling	3.80%
Middle School Co-Curricular*					
Art Club	3.5%	Art Club	3.40%	Art Club	3.30%
Drama	5.5%	Drama	5.40%	Drama	5.30%
Performance Chorus**	3.0%	Performance Chorus**	3.00%	Performance Chorus**	3.00%
Newspaper	2.5%	Newspaper	2.50%	Newspaper	2.50%
Performance Band**	3.0%	Performance Band**	3.00%	Performance Band**	3.00%
Student Council	2.5%	Student Council	2.50%	Student Council	2.50%
Yearbook	2.5%	Yearbook	2.50%	Yearbook	2.50%
8th grade advisor	5.0%	8th grade advisor	4.90%	8th grade advisor	4.80%
MS Team Leaders - 2.0% plus number of full time equivalent teachers under supervision multiplied by \$100.00		MS Team Leaders - 2.0% plus number of full time equivalent teachers under supervision multiplied by \$100.00		MS Team Leaders - 2.0% plus number of full time equivalent teachers under supervision multiplied by \$100.00	

