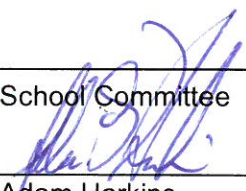

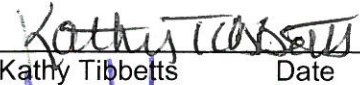
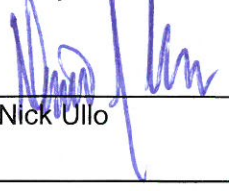



Contract Agreement
Between

The Town of Southport
School Committee
And
The Southport Educators'
Association

2022-2023
2023-2024
2024-2025

School Committee			
	7/7/22		
Adam Harkins	Date		Date
		Teachers' Association Representative	
			
Kathy Tibbetts	Date		
	7/7/2022		
Nick Ulio	Date	Robert Kahler, Secretary	Date

Approved at Board Meeting 7/7/22

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PREAMBLE

This Agreement, entered between the SOUTHPORT EDUCATORS ASSOCIATION, representing the Southport teachers, (hereinafter called the "Association"), and the SOUTHPORT SCHOOL BOARD, (hereinafter called the "Board"). SEA is affiliated with the Maine Educators Association (MEA) and the National Educators Association (NEA).

WITNESSETH

WHEREAS, The Board and the Association both recognize that providing a quality education for the children of the public schools in a mutual aim and that the character of such education depends in large measure upon the quality and morale of the members of the Association as well as upon policies and programs established by the Board; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in developing programs designed to improve educational standards; and

WHEREAS, the Board has a statutory obligation pursuant to the Municipal Public Employees Labor Relation Law, under Chapter 424 of Public Law 1969, State of Maine, to confer and negotiate in good faith with respect to wages, hours, working conditions, and contract grievance arbitration; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

RECOGNITION

A. Whenever the term "Board" is used, unless otherwise expressly provided or clearly indicated by the context of this agreement, it shall refer to the School Committee mentioned on the title page of this contract.

B. The Board hereby recognizes the Association as the exclusive bargaining representative--defined under State of Maine Public Law, Chapter 424, Section 962--for the entire group of certified professional public employees of the Board. State of Maine Public Law, Chapter 42, Section 962, except any person:

1. Elected by popular vote; or
2. Appointed to office pursuant to statute, ordinance, or resolution for a specified term of office by the executive head or body of the public employer; or
3. Whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the executive head, body, department head, or division head of the applicable bargaining unit; or
4. Who is a department head or division head appointed to office pursuant to statute, ordinance, or resolution for an unspecified term by the executive head or body of the public employer; or
5. Who is a Superintendent or an Assistant Superintendent of a school system; or
6. Who has been employed less than six months; or
7. Who is a temporary, seasonal, or an on-call employee.

C. Unless otherwise indicated, the term "teachers", when used hereinafter in this agreement, shall refer to all certified professional public employees represented by the Association in the negotiating unit as defined above, and references to male teachers shall include female teachers.

D. The term certified herein to be defined as one certified in the field of education by the State Department of Education.

NEGOTIATION PROCEDURE

A. No later than 120 days, prior to the conclusion of the fiscal year, in the year of the expiration of this agreement, either party may notify the other of its intent to begin negotiating a successor agreement. Within fifteen (15) days after receipt of such notice, unless otherwise mutually agreed upon, designated representatives of the Board shall meet with designated representatives of the Association and shall begin negotiating in executive session in accordance with the procedure set forth herein. Any agreement negotiated by the parties shall be reduced to writing and submitted to the Board and Association for ratification. Any agreement so negotiated and ratified shall be signed by the Board and the Association and shall apply to all teachers.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.

C. Neither party, in any negotiations, shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by the Agreement as established by the rules, regulations, and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to its effective date.

E. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in the Recognition section of this Agreement, with any organization other than the Association for the duration of this Agreement.

F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which from time to time may arise affecting the terms and conditions of employment of teachers. 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 and that the Association has been given the opportunity to be present at such adjustment and to state its views.

B. Definitions

1. A "grievance" shall mean a complaint by a teacher or the Association that there has been, as to him or it, a violation or inequitable application of any of the provisions of this contract.

2. An "aggrieved person" is the person or persons making the claim.

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

4. "Days" shall mean working school days.

C. Time Limits

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

D. Informal Procedure

1. If a teacher feels that he may have a grievance, he may discuss the matter with his immediate superior or an appropriate administrator in an effort to resolve the problem informally.

2. If the teacher is not satisfied with such disposition of the matter, he shall have the right to have an Association representative within his area assist him in further efforts to resolve the problem informally with the immediate superior.

E. Formal Procedure

1. Level One--School Principal

a. If an aggrieved person is not satisfied with the outcome of informal procedures or if he has elected not to utilize them, he may present his claim as a formal grievance in writing to his immediate superior. A grievance will be deemed waived unless submitted in writing 45 days after the aggrieved party knew or should have known of the events or conditions constituting alleged grievances.

b. The principal shall, within five (5) days after receipt of the written grievance, render his decision and the reasons therefore in writing to the aggrieved person with a copy to the chairman of the Association's Professional Rights and Responsibilities Committee.

2. Level Two--Superintendent of Schools

a. If the aggrieved person is not satisfied with the resolution at level one or if no answer is received, he may, within five (5) days, file his written grievance with the Association and Superintendent of Schools at Level Two.

b. The Superintendent shall, within ten (10) days of receipt of the written grievance, meet with the aggrieved party and with representatives of the Association for the purpose of resolving the grievance.

c. The Superintendent shall, within three (3) days after the hearing, render his decision and the reasons, therefore, in writing, to the aggrieved person with a copy to the Professional Rights and Responsibilities Committee.

3. Level Three--Board of Education

a. If the aggrieved person is not satisfied with the resolution of the grievance at Level Two, he may, within five (5) days after receiving the Superintendent's response, file the grievance again with the Association and the Board.

b. The Board shall, within ten (10) days after receipt of the appeal, meet with the aggrieved person and with the representatives of the Association for the purpose of reviewing the grievance.

c. The Board shall, within three (3) days after such meeting, render its decision and the reasons therefore, in writing, to the aggrieved person with a copy to the Professional Rights and Responsibilities Committee.

4. Level Four--Arbitration

a. If the aggrieved person is not satisfied with the resolution of his grievance at Level Three, he may, within five (5) days, request in writing of the Association that his grievance be submitted to arbitration.

b. The Association shall have five (5) days, after receipt of such request to submit the grievance to the arbitrator by so notifying the Board in writing.

c. The chairman of the board and the president of the Association shall, within five (5) days after 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.

d. The arbitrator shall, within thirty (30) days after his/her selection, render their decision in writing to all parties in interest--setting forth his 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 Board and the Association and shall be final and binding on the parties, and such decision shall be subject to review by a Justice of the Superior Court in the manner specified in Public Law, Chapter 424.

e. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation

1. Nothing in these sections denies the right of the employee to secure advice, counsel, and representation from any person and/or the appropriate committee of the educator's association concerning the alleged grievance, which shall have the responsibility of following the appropriate administrative channels.

2. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reasons of such participation.

3. Any party, in interest, may be represented at Levels Two and Three of the formal grievance procedure by a person of his/her own choosing--except that he 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, the Association shall have the right to be present and to file a brief through all stages of the procedure.

4. The teacher may, if he/she so desires, call upon the professional services of the Maine Educators Association for consultation and assistance at any stage of the procedure.

G. Miscellaneous

1. If, in the judgment of the Professional Rights and Responsibilities Committee, a grievance affects a group or class of teachers, the Professional Rights and Responsibilities Committee may submit such grievance in writing to the superintendent directly; and the processing of such grievances shall be commenced at Level Two. The Professional Rights and Responsibilities Committee may process such a grievance through all levels of the grievance procedure.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

3. 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.

TEACHERS' RIGHTS

A. Pursuant to Chapter 424, Public Law of the State of Maine, the Board hereby agrees that every certificated, professional, public employee of the Board has the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the Law of the State of Maine, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred under Chapter 424, Public Laws of the State of Maine or other laws of Maine or the Constitution of Maine and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates; his/her participation in any activities of the Association and its affiliates; collective negotiations with the Board of his institution of a grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment .

B. No teacher shall be reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth before such action shall become final.

C. Whenever any teacher is required to appear before the Superintendent, Board, or any committee or member thereof in a formal hearing concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

D. Teachers shall not be required to work under unsafe or hazardous conditions, nor to perform tasks which endanger their health, safety or well-being.

E. The Board shall place on the agenda of each regular Board meeting any matters brought to its consideration by the teacher, so long as those matters are made known to the Superintendent's office ten (10) school days prior to said regular meeting. It is understood that emergency items would be considered on shorter notice. The agenda will be sent to the association president via the same method and at the same time as received by the board.

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- B. Representatives of the Association, the MEA, and the NEA shall be permitted to transact official association business on school property supervised by the Board at all reasonable times--provided that this shall not interfere with or interrupt normal school operations. No group Association meetings shall take place while school is in session. No teacher shall attend BREA, MEA and/or NEA meetings while school is in session as per Schedule B, except in the case where a teacher shall have available personal leave to attend such conference or convention (excluding the regular annual teacher's convention).
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings on school property supervised by the Board. The principal of the building in question shall approve, upon being notified in advance of the time and place, of all such planned meetings.
- D. The Association shall have the right to use school facilities and equipment; including, typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times by qualified operators when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- E. Teachers may not use school buildings or facilities if there is a work stoppage, slow-down, or strike in the Union.
- F. The Association shall have, in each building, the right to use a bulletin board in each faculty lounge.
- G. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary.
- H. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the teachers and no other organization.

I. The Board shall place on the agenda of each regular Board meeting any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office ten (10) school days prior to said regular meeting. It is understood that emergency items would be considered on shorter notice. The agenda will be available at the Superintendent's office three school days prior to the meeting.

RIGHTS OF THE BOARD

A. Except as expressly provided otherwise by this Agreement, the determination and administration of school policy, the operation of the schools, and the direction of the employees are vested exclusively in the School Board. The Board retains all rights and powers that it has or may hereafter be granted by law.

B. The Board shall not be subject to grievance procedures for past policies in effect before the effective date of this Agreement. If any provisions of this document or any application thereof to any teacher or group of teachers is found contrary to law, then such provisions or applications will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

SCHOOL YEAR

A. The teacher work year shall consist of 180 days

1. 175 Student Days
2. 5 Workshop Days

B. Teachers who are absent exceeding the bounds of this contract shall have 1/180th of their annual salary deducted for each unexcused absence.

TEACHING HOURS AND TEACHING LOAD

A. 1. Although scheduling may necessitate that teachers do not have a daily planning period, all efforts will be made to ensure that teachers are given the equivalent of one forty-five (45) minute period per day to plan their lessons. If a teacher chooses to alter his/her teaching schedule which results in the elimination of his/her planning period, coverage for a planning period will not be provided.

2. The total in-school workday shall not consist of more than eight (8) hours or less than the state minimum which shall include a duty-free lunch period whenever possible.

3. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' school day and shall be permitted to leave thirty (30) minutes after the close of the pupils' school day. Whenever administratively possible, teachers shall be permitted to leave earlier than the thirty (30) minutes at the close of the school day at the discretion of the supervising principal.

B. 1. The daily teaching load in the elementary school shall not exceed six (6) hours.

C. 1. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods as long as the teacher notifies the office as to where he/she is going.

D. 1. Teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending regularly scheduled and/or emergency meetings.

2. An Association representative may speak to the teachers at any meeting (referred to in Paragraph D 1. above) no more than five (5) minutes on the request of the representative.

3. The notice of an agenda for the teachers' meetings shall be given to the teachers involved at least three (3) days prior to the meeting-except in an emergency. Teachers shall have an opportunity to suggest items for the agenda.

E. 1. Teacher participation in field trips or extra-curricular activities which extend beyond the teacher's in-school workday and overnight or weekend trips shall be voluntary.

NON-TEACHING DUTIES

A. The Committee and the Association acknowledge that the teacher's primary responsibility is to teach and that his/her energy should be, to the largest extent possible, utilized to this end.

B. Teachers shall not be required to drive students to activities which take place away from school buildings. A teacher may do so voluntarily, however, with the advance approval of his/her principal or immediate supervisor. He/she shall be compensated at the current IRS rate for mileage.

C. Compensation may be requested from the School Committee by teachers for work on special school related projects. Approval of project and compensation shall be mutually agreed upon by the teachers and the Committee. All project work will be done outside of the regular teaching day.

TEACHER EMPLOYMENT

A. 1. Whenever administratively possible, all vacancies or new positions in the school system shall be posted at least thirty (30) days in advance of their being filled. A copy of such notice shall be sent to the Association at the time of such posting.

2. If any of the above-mentioned vacancies or new positions occur during the summer when school is not regularly in session and are to be filled before the start of the school year, notice of all such vacancies or new positions will be sent to the Association.

B. Teachers on continuing contracts shall be notified of their contract status for the ensuing year no later than March 1. Probationary teachers shall be notified no later than April 1.

SALARIES

A. The annual payment of teachers shall be paid in twenty-six (26) or twenty (20) installments due every other Friday.

B. Teachers will be compensated for curriculum-study projects outside of the school calendar (180 days). Teachers shall be paid their per diem rate of pay for all days worked beyond 180 days.

SICK LEAVE

A. The following sick leave schedule shall be in effect as of the first official day of the school year whether or not a teacher reports for duty on that day:

1. Fifteen (15) days beginning with the first year in the school system.
2. Fifteen (15) days beginning with the second year in the school system and every year thereafter.
3. Unused sick leave shall be accumulated from year to year to one hundred and twenty (120 days) maximum.
4. Any teacher absent five (5) consecutive days or more may be required to present a doctor's certificate if requested by the superintendent of schools.
5. After eight (8) years of service to Southport Central School, a teacher in good standing who chooses to resign shall be paid for 50% of their unused sick leave. This will be calculated at the rate of \$75 per day. Payment for unused sick leave will be made in one lump sum no later than 18 months from notification of resignation.
6. Upon the death or permanent disability of a member of the professional staff, payment for unused sick leave in accordance with the formula above will be made to the teacher or his beneficiary.

B. The Board shall provide a written statement for every teacher at the beginning of each school year indicating the total of sick-leave credit.

SICK LEAVE (continued)

C. The Board shall aid in the establishment of a sick-leave bank. Only Southport teachers covered by this agreement are eligible.

1. Each Southport teacher may contribute five days of his sick leave at the beginning of each school year. He/she will authorize this on his/her payroll deduction sheet in the fall of each year.

2. A teacher will not be able to withdraw days from the bank until his personal sick leave is depleted.

3. A doctor's certificate will be required as a pre-requisite to withdrawing days from the bank.

4. At the written request of a contributing teacher and at the discretion of the other teachers, a maximum of twenty (20) days can be drawn by one individual from the bank each school year.

5. The teachers shall name the recipients of days from the bank, in writing, to the superintendent of schools, who shall cause the recipients to be paid at the next pay period.

6. A teacher withdrawing sick days from the bank will not have to replace these days except as a regular contributing member to the bank.

7. The number of days in the sick-leave bank shall be accumulated from year to year to 120 days.

8. In the event a teacher is injured on the job and is eligible for workers compensation insurance, the teacher may use sick leave and turn over the workers compensation check to the Southport School Committee. The teacher may keep the workers compensation check and collect, in addition, only that portion from sick leave not paid by workers compensation. The premise is that a teacher is eligible for only an amount of money equal to their original pay. A teacher should not be able to "double dip"-have both their regular pay and a worker's compensation payment.

RETIREMENT STIPEND

After ten (10) years of creditable teaching experience at the Southport Central School, a teacher shall receive payment at the teacher's per diem rate of pay of up to thirty (30) days of accumulated sick leave upon retirement. For purposes of this provision, retirement means retirement to the Maine State Retirement System. Teachers must provide the superintendent with written notice of their retirement no later than January 1st of the year of their retirement. Payment for unused sick leave shall be made in one lump sum no later than July 15 following retirement.

PERSONAL LEAVE

Three (3) days personal leave approved by the principal and another day if requested by the teacher and approved by the school committee and/or the superintendent. Court appearances shall not be docked from personal leave unless the person has violated a law. Personal leave will not be granted on Monday or Friday or the day before or after vacation and holidays without a valid reason extended to the supervising principal. Members may carry over one day unused leave day to the next school year to not exceed three personal days.

PARENTING LEAVE

At the teacher's request, an unpaid leave of absence shall be granted for the care of a child after birth or adoption. This leave may not be extended into two school years unless said birth or adoption occurs on or after April 1.

BEREAVEMENT LEAVE

1. Members shall be granted leave of up to eight (8) days without loss of salary in case of death of a member's spouse/partner daughter, son, mother, father, mother- or father-in-law, sister or brother, grandparent, grandchild or past legal guardian. The same leave shall be granted for the member's spouse's/partner's same relatives. These are meant to include all step or half relationships under these categories.
2. A member shall be allowed to use any unused compassion leave days for the purpose of conducting business which arises at a later date resulting from the death of an immediate family member (Spouse/partner, daughter, son, mother, father, mother- or father-in-law, sister or brother)
3. Additional compassion days may be granted on a case-by-case basis at the discretion of the principal and/or superintendent. Such day (s) to be deducted from the member's accumulated sick leave.
4. Funeral time of up to one (1) day, without loss of salary, will be granted in case of death in other family members outside those listed in Article 7, Paragraph F.1.

ILLNESS IN THE FAMILY

Up to three days' leave will be granted for illness or injury of a member of the immediate household family. A teacher may request from the school committee the use of additional accumulated sick leave for the purpose of caring for a member of the teacher's family.

LEAVE OF ABSENCE

A. An employee, upon written request, may be granted a leave of absence at the sole discretion of the school committee. No leave of absence may be extended beyond the end of the current school year, except by a renewal from the school committee.

1. A teacher's insurance plan will be continued during the period of an unpaid leave of absence, provided the teacher pays the total monthly cost of such coverage to the town by the fifteenth of each month.

SABBATICAL LEAVE

A. After seven years of teaching, a teacher may apply to the school committee for a sabbatical leave to pursue a further course of study.

1. The teacher will be paid at one-half of his/her annual salary and will be responsible to teach for two years in Southport. If the teacher does not return to Southport, he/she will be responsible to repay all monies he received while on sabbatical.

2. Application for sabbatical leaves must be submitted to the school committee by October 1.

3. Sabbatical leaves will be granted at the sole discretion of the school committee.

4. The period of leave will be considered a period of teaching for purposes of measuring teaching experience for salary determination. Sabbatical leave will not affect continuing contract status or other benefits earned as a member of the staff.

DUES DEDUCTION FROM SALARY

The Board agrees to deduct from teachers' salaries money for State and National Association dues plus credit union payment as said teachers individually and voluntarily authorize the Board to deduct and transmit the monies promptly to such associations.

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

Salary Deduction Authorization: I hereby authorize the Board to deduct annual dues in nine (9) Monthly installments for the following associations: MEA & NEA.

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this Agreement or any application of this Agreement to any teacher is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

MISCELLANEOUS PROVISIONS (continued)

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

1. If notice is given by the Association, send to the Board chairman with a copy to the Superintendent.

2. If notice is given by the Board, send to the Association in care of the president.

TEACHER OBSERVATION/EVALUATION

It is recognized that the School Board has a responsibility to have its teachers evaluated. It is the mutual intent of the administration, the board and the Southport Educators Association that the observation/evaluation process be primarily directed toward improved learning conditions for students and assisting teachers in self-improvement, and subsequently affecting employment status.

Pursuant to MRSA Title 20-A, Chapter 508 Section 13703, any appeal of or grievance relating to an evaluation conducted pursuant to this chapter or an effectiveness rating resulting from the implementation of a professional evaluation and professional growth system is limited to matters relating to the implementation of the system or the existence of bad faith in an evaluation or assignment of a rating. The professional judgment involved in an evaluation or implementation of the system is not subject to appeal or grievance.

**SOUTHPORT SCHOOL DEPARTMENT TEACHER ASSOCIATION SALARY SCALE
2022-2023**

		BA	BA+15	MA	MA+15
Exp.	Step	1.035	1.08	1.125	1.15
0	0	\$42,992	\$46,431	\$48,366	\$49,441
1	1	\$44,497	\$48,056	\$50,059	\$51,171
2	2	\$46,054	\$49,738	\$51,811	\$52,962
3	3	\$47,666	\$51,479	\$53,624	\$54,816
4	4	\$49,334	\$53,281	\$55,501	\$56,734
5	5	\$51,061	\$55,146	\$57,444	\$58,720
6	6	\$52,848	\$57,076	\$59,454	\$60,775
7	7	\$54,698	\$59,074	\$61,535	\$62,903
8	8	\$56,612	\$61,141	\$63,689	\$65,104
9	9	\$58,594	\$63,281	\$65,918	\$67,383
10	10	\$60,644	\$65,496	\$68,225	\$69,741
11	11	\$62,767	\$67,788	\$70,613	\$72,182
12	12	\$64,964	\$70,161	\$73,084	\$74,708
13	13	\$67,238	\$72,617	\$75,642	\$77,323
14	14	\$69,591	\$75,158	\$78,290	\$80,030
15	15	\$72,027	\$77,789	\$81,030	\$82,831
16	16	\$74,548	\$80,511	\$83,866	\$85,730
17	17	\$77,157	\$83,329	\$86,801	\$88,730
18	18	\$79,857	\$86,246	\$89,839	\$91,836

**SOUTHPORT SCHOOL DEPARTMENT TEACHER ASSOCIATION SALARY SCALE
2023-2024**

		BA	BA+15	MA	MA+15
Exp.	Step	1.035	1.08	1.125	1.15
0	0	\$44,497	\$48,056	\$50,059	\$51,171
1	1	\$46,054	\$49,738	\$51,811	\$52,962
2	2	\$47,666	\$51,479	\$53,624	\$54,816
3	3	\$49,334	\$53,281	\$55,501	\$56,734
4	4	\$51,061	\$55,146	\$57,444	\$58,720
5	5	\$52,848	\$57,076	\$59,454	\$60,775
6	6	\$54,698	\$59,074	\$61,535	\$62,903
7	7	\$56,612	\$61,141	\$63,689	\$65,104
8	8	\$58,594	\$63,281	\$65,918	\$67,383
9	9	\$60,644	\$65,496	\$68,225	\$69,741
10	10	\$62,767	\$67,788	\$70,613	\$72,182
11	11	\$64,964	\$70,161	\$73,084	\$74,708
12	12	\$67,238	\$72,617	\$75,642	\$77,323
13	13	\$69,591	\$75,158	\$78,290	\$80,030
14	14	\$72,027	\$77,789	\$81,030	\$82,831
15	15	\$74,548	\$80,511	\$83,866	\$85,730
16	16	\$77,157	\$83,329	\$86,801	\$88,730
17	17	\$79,857	\$86,246	\$89,839	\$91,836
18	18	\$82,652	\$89,264	\$92,984	\$95,050

**SOUTHPORT SCHOOL DEPARTMENT TEACHER ASSOCIATION SALARY SCALE
2024-2025**

		BA	BA+15	MA	MA+15
Exp.	Step	1.035	1.08	1.125	1.15
0	0	\$46,054	\$49,738	\$51,811	\$52,962
1	1	\$47,666	\$51,479	\$53,624	\$54,816
2	2	\$49,334	\$53,281	\$55,501	\$56,734
3	3	\$51,061	\$55,146	\$57,444	\$58,720
4	4	\$52,848	\$57,076	\$59,454	\$60,775
5	5	\$54,698	\$59,074	\$61,535	\$62,903
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10	10	\$64,964	\$70,161	\$73,084	\$74,708
11	11	\$67,238	\$72,617	\$75,642	\$77,323
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13	13	\$72,027	\$77,789	\$81,030	\$82,831
14	14	\$74,548	\$80,511	\$83,866	\$85,730
15	15	\$77,157	\$83,329	\$86,801	\$88,730
16	16	\$79,857	\$86,246	\$89,839	\$91,836
17	17	\$82,652	\$89,264	\$92,984	\$95,050
18	18	\$85,545	\$92,389	\$96,238	\$98,377

Teachers must notify the Superintendent's office by January 1, in writing, if they anticipate a column change on the pay scale for the next school year.

SCHEDULE B
INSURANCE PROTECTION

A. The School Committee shall provide up to full family health insurance through the Maine Education Association Benefits Trust (MEABT) health plan. Any employee who elects to participate in the health insurance program may select the MEABT Standard Plan, the MEABT Choice Plus Plan, the MEABT Standard 1000 Plan, or the MEABT Standard 500 Plan.

The School Committee shall conduct a selection period from May 1 to May 30 each year. The Committee will pay 100 percent of the single subscriber coverage or 80 percent of dependent coverage at the Choice Plus premium rate for either the Regular Standard Plan or the Choice Plus Plan. Teachers electing dependent coverage will pay 20 percent of the applicable dependent plan. Rates will be based on whatever rate is in effect August 31. Employees who select the regular standard plan shall pay the difference between the Standard Plan and the Choice Plus Plan. For employees who select the Standard 500 or the Standard 1000 Plan, the board shall contribute 100 percent of single subscriber or 80% dependent coverage for either plan.

B. A benefit package (health, dental and life insurance) will be developed, from which an employee will select his benefits. If the teacher elects not to subscribe to the health insurance, the maximum cost of the benefit will not exceed the annual cost of the applicable single subscriber plan.

C. It is mutually agreed that another insurance carrier may be used instead of Blue Cross/ Blue Shield, provided it is mutually agreed to by both parties .

SCHEDULE C
IN-SERVICE CREDIT

A. Payment of the actual cost per credit, but not to exceed the current State University per credit tuition, will be paid for a maximum of six (6) approved credits per teacher's contract year (September 1-August 31). Payment for three additional credits may be approved at the discretion of the Superintendent and school committee. The school committee will also pay registration and activity fees.

B. Arrangements shall be made at the teacher's request with any accredited college or university for a procedure for third-party billing (paid by the District initially) of tuition for courses taken and successfully completed. Teachers will be responsible for any repayment to the town for any courses not successfully completed.

- C. Credit is established as:
1. Undergraduate courses
 2. Graduate courses
 3. Continuing Education Units (CEUs)
 4. Any recertification credits

D. A teacher must be employed by the Town of Southport at the time of reimbursement.

DURATION OF AGREEMENT

- A. This agreement shall be effective as of September 1, 2022 and shall continue in effect until August 31, 2025. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. This Agreement shall include all articles and schedules listed in the table of contents.
- C. If any provision of this agreement, or any application of this agreement to any employee or group of employees, is held to be contrary to law, this provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed thereon, all on the day and year first above writt